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**Sequoia Direct
Terms and Conditions**

AFS Licence No. 333297

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ABN 17 090 611 680

Level 7, 7 Macquarie Place,
SYDNEY NSW 2000

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Terms of your agreement with Sequoia Direct Pty Ltd ABN 17 090 611 680 AFSL 333297

This document contains important information regarding the terms and conditions which apply to your use of the One Off Trade service (the Service) offered by Sequoia Direct. They do not apply to any other trading which you may conduct using other services offered by Sequoia Direct. By completing a One of Trade application form and placing an Order with Sequoia Direct (the holder of an Australian Financial Services License who has an arrangement with D2MX Pty Ltd (ABN 98 113 959 596, AFSL 297950) to transact on your behalf, you accept the terms and conditions contained in this document, including obligations you owe to D2MX.

PLEASE READ THIS DOCUMENT CAREFULLY AND RETAIN IT FOR YOUR FUTURE REFERENCE.

1. Your agreement with Sequoia Direct

Sequoia Direct has entered into an arrangement with D2MX under which you may place orders with Sequoia Direct who arranges through D2MX to sell your Traded Products.

D2MX is admitted as a Trading Participant of ASX with Trading Permission in respect of Traded Products. D2MX and Sequoia Direct are both subsidiaries of listed entity Sequoia Financial Group Ltd.

If you wish to buy or sell or otherwise deal in Traded Products on ASX, Sequoia Direct will (as your agent) communicate your Order to D2MX.

Whenever you affect a Market Transaction in this way, Pershing carries the obligations to complete the relevant transaction. Information concerning Pershing and the terms and conditions of your agreement with Pershing are contained in the separate Disclosure Statement given to you by D2MX and TOO.

2. Your relationship with Sequoia Direct

Your primary relationship will be with Sequoia Direct. Your relationship with D2MX will be limited to the execution of Orders. You acknowledge that neither of Sequoia Direct or D2MX will provide financial product advice, or legal, tax, financial or accounting advice or make any financial product recommendations to you or give a Statement of Advice to you as part of the Service to be provided to you by Sequoia Direct or D2MX.

3. General conditions of trade

You acknowledge and agree:

- (a) to comply with these terms and conditions and all applicable legislation and the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules and ASX Settlement Operating Rules and the directions, decisions and requirements of ASX and the customs and usages of the Market. Copies of the ASIC Market Integrity Rules, ASX Clear Operating Rules and ASX Settlement Operating Rules can be inspected at Sequoia Direct's offices on request; and
- (b) all Market Transactions are subject to the terms and conditions contained in this agreement, and on the Confirmation issued by or on behalf of D2MX and Sequoia Direct (if any). and to the ASIC Market Integrity Rules, ASX Clear Operating Rules, the directions, decisions and requirements of ASX and the customs and usages of the Market, the correction of errors and omissions and, if the sale or purchase is in relation to CS Approved Products, the ASX Settlement Operating Rules.

4. One Off Trade

You may apply to use the Service offered by Sequoia Direct by completing an Application and supplying the requested identification documents. You acknowledge that the Service is for use where you do not have an account with Sequoia Direct and we may refuse to allow its use by you for any reason in our absolute discretion.

You warrant and represent that:

- (a) the nominated Application is an Application in your name;
- (b) the Issuer Sponsored Holdings are registered in your name;
- (c) if you are more than one person or entity, then each such person or entity shall be jointly and severally liable under these Terms and Conditions;
- (d) if you are acting as trustee, you have the authority to be bound by these Terms and Conditions;
- (e) you are not a corporation, registered body or superannuation trust;
- (f) if you are acting as an intermediary on another person's behalf, you are specifically authorised to deal in the relevant Traded Products,

and you have the appropriate AFS Licence;

- (g) if you are a natural person, you are 18 years of age or over;
- (h) each Order you place and each Market Transaction executed for you is lawful and you will at all times be in a position to meet all commitments on your part arising from Market Transactions under this agreement;
- (i) any Order placed on your behalf in relation to your Application will be an "at market" order, and you cannot specify the price at which you are willing to sell your Securities;
- G) you are not a person with whom Sequoia Direct is not lawfully entitled to deal pursuant to any statute, law, rule or regulation in our outside Australia.

5. Orders and instructions

You agree that, if you wish to place any Order, you must do so with Sequoia Direct, and you authorise Sequoia Direct, as your agent (and not as the agent of D2MX), to communicate your Order and other instructions or information to D2MX. You may only terminate Sequoia Direct's authority to act on your behalf by terminating this agreement.

D2MX will not act on any Orders or other instructions or information communicated directly to it by you and not through Sequoia Direct.

You agree that D2MX may at any time, in its absolute discretion, refuse to accept any (or may place a limit on any) Order from, or execute Orders for you where the Order is placed by Sequoia Direct on your behalf. D2MX may also direct Sequoia Direct to refuse to accept any (or to place a limit on any) Orders from you.

D2MX will not confirm to you the receipt of, nor will it be responsible for verifying the authenticity of any instructions given to it by or on behalf of you.

Subject to any instructions from you, D2MX will generally execute Orders in the sequence in which they are received. However, you acknowledge and agree that:

- (a) your Order may be automatically crossed against other orders before reaching the Market;
- (b) you will be charged the normal rate of commission by Sequoia Direct for Orders which are crossed with D2MX or Sequoia Direct's principal orders; and
- (c) D2MX and Sequoia Direct may not be aware of principal orders that are being (or may be) executed, and that direct market access arrangements and program trading may make it impossible to prevent principal orders from being executed at the same time as (or before) your Order. Accordingly, you agree that D2MX and Sequoia Direct may execute principal orders where your Order on the same terms is outstanding and that this document constitutes disclosure as required by ASIC Market Integrity Rule 5.1.8.

6. Orders relating to sales

You agree that this agreement relates to sale Orders only and is available to investors with an Australian residential address and whose registered Issuer Sponsored Holdings relate to Securities listed on the Australian Securities Exchange Ltd.

You acknowledge that D2MX and Sequoia Direct will not be permitted to execute a sale Order for you unless you have sufficient Issuer Sponsored Holdings registered against the SRN you provide in your Order, and provided that you are in a position to deliver those Securities to Pershing immediately for settlement.

7. Settlements

7.1. Settlement date and time

The Settlement Date and Time for sales or purchases is the date and time specified on the relevant Confirmation, or if no date and time are specified, it is 9.00am (Sydney time) on the third Business Day after the execution of the Market Transaction.

You represent and warrant that before placing any Order with us, you have a presently exercisable and unconditional right to vest any Traded Products sold to enable settlement at Settlement Date and Time.

7.2. Sales

All documents and Security Holder Information (including the holder identification number and if applicable, holder reference number) must be received in a deliverable form by Sequoia Direct prior to the Order being passed to D2MX for execution.

You acknowledge that the Security Holder Information provided by you with respect to your Order is verified by Sequoia Direct with the Registry prior to execution. Sequoia Direct requires confirmation from the Registry that the details provided to Sequoia Direct are the same as those the Registry holds for you and that you have Sufficient Securities available to sell under the SRN provided.

You acknowledge that there may be delays in the Registry responding to Sequoia Direct confirmation enquiries, and that D2MX and Sequoia Direct are in no way responsible for any delay in placing your Order. You also agree that the market price at the time you place your Order may be very different to your executed sale price.

Credits in respect of sales are not available until the latest of:

- (a) the Settlement Date and Time;
- (b) when all documents and Security Holder Information have been received in a deliverable form; or
- (c) all amounts due and payable by you to Sequoia Direct have been paid.

Sale proceeds will be paid directly in Australian dollars (\$AUS) by Pershing on the day of settlement by:

- (a) cheque made payable to the registered holder being sent to the registered address as detailed on the Issuer Sponsored Holding Statement; or
- (b) electronic funds transfer to your nominated bank account, where the account holders are the same as the registered shareholders and this is confirmed with a copy of a bank statement dated less than 3 months from the application date clearly detailing the registered shareholder name as the account name, and the current BSB and account number.

7.3. Confirmations

You will be given Confirmations as required by the Corporations Act and the ASIC Market Integrity Rules. You acknowledge that these may be in the form of a confirmation given jointly by Sequoia Direct and D2MX.

You authorise Sequoia Direct and D2MX to dispatch confirmations to you electronically to the email address notified to D2MX by TOO on your behalf from time to time for this purpose.

You must promptly check the accuracy of every confirmation sent to you and notify Sequoia Direct immediately of any error that you consider may have occurred. If Sequoia Direct does not receive any such notification from you within 24 hours, you will be taken to have accepted the accuracy of the Confirmation.

A Confirmation may at any time be re-issued to you in order to correct any errors or omissions and the terms and conditions of the original Confirmation will apply in relation to the reissued Confirmation.

Where D2MX enters into multiple Market Transactions in order to complete your Order, you authorise D2MX and Sequoia Direct to accumulate those Market Transactions on a single Confirmation and to specify the volume weighted average price for those Market Transactions on that Confirmation. If requested by you, D2MX will, if required under the ASIC Market Integrity Rules, give you a statement of all the individual prices of the relevant transactions which are accumulated and averaged in a Confirmation.

7.4. Failure to settle

If you fail to settle by failing to deliver any documents or Security Holder Information to Sequoia Direct (for it to deliver to Pershing) in accordance with the relevant Confirmation, the Pershing Disclosure Statement or this agreement and Pershing exercises its right to assign the relevant debt to us, D2MX and Sequoia Direct may do one or more of the following:

- (a) pass on to you all costs incurred as a result of that failure;
- (b) charge an administration fee calculated by reference to the additional cost which may be incurred by D2MX or Sequoia Direct as a result of your failure to settle;
- (c) levy a default charge on the amount from time to time outstanding at a rate which D2MX would be required to pay on an overdraft facility with its then current bankers;
- (d) charge interest on any debit balances resulting from the failure to settle;
- (e) buy-in (or procure the purchase on any securities or other financial products sold (with you being fully responsible for any loss in connection with such purchase) and recover the costs in so acting (and you acknowledge and agree that D2MX may be obliged to do so under the ASX Settlement Operating Rules if you have failed to settle the sale or ensure that the sale is settled by the fifth Business Day after the relevant sale order was executed);
- (f) apply any cash held by D2MX or Sequoia Direct on your account to which D2MX or Sequoia Direct has access, or payments received for or from you, to reduce your liability to D2MX; and
- (g) cancel or instruct Sequoia Direct to cancel any of your unexecuted orders,

and you authorise D2MX and Sequoia Direct and each of its directors and employees as your attorney to give instructions on your behalf in respect of your Traded Product holdings, to enable D2MX to realise those Traded Products or funds and apply the proceeds in reduction of your liability to D2MX and Sequoia Direct and to recover D2MX and Sequoia Direct's costs in so acting.

If you fail to settle, D2MX may make arrangements on your behalf to ensure that your settlement obligations are performed.

You are responsible for and indemnify D2MX and Sequoia Direct against all costs (including legal costs on a full indemnity basis), expenses, damages and losses arising in connection with any settlement failure referred to above including, without limitation, any consequential loss, brokerage, stamp duty, taxes, penalties, interest and legal costs.

You must pay or reimburse D2MX and Sequoia Direct any such administration fees and default charges and any amounts covered by the indemnity as above (together with any GST payable on those amounts) immediately upon demand. D2MX and Sequoia Direct may deduct any of those amounts (and any GST) from any sale proceeds or other amounts otherwise payable to you.

8. Cancellations

You authorise D2MX to, and agree that D2MX may, without your consent, cancel or amend (or request or agree to the cancellation or amendment on any Market Transactions or Crossing relating to the sale or purchase (as the case may be) of Traded Products:

- (a) if ASX exercises its power under the ASIC Market Integrity Rules to cancel or amend (or require the cancellation or amendment on the market Transaction or Crossing; or
- (b) in the event of an error or otherwise in the circumstances contemplated in the ASIC Market Integrity Rules, your obligations in relation to the settlement of a Market Transaction cease to apply in respect of a cancelled transaction from the time it is cancelled.

9. Disclosure of interest

You acknowledge that D2MX and Sequoia Direct may execute Orders for you in circumstances where D2MX Sequoia Direct or any of their associates:

- (a) holds a principal position or deals in the Traded Products;
- (b) provides similar services to other persons in relation to the Traded products;
- (c) takes the opposite position in a Market Transaction (including a crossing either acting for another client entitling it to charge commission on both sides of the transaction or on its own account);
- (d) sponsors a new issue involving the Traded Products;
- (e) has material price sensitive information relating to Traded Products where the individuals processing your Order are prevented from knowing or taking into account such information by reason of Chinese Walls; or
- (f) has a potential conflict of interest of which you are not aware and which it is unable to disclose to you.

10. Fees and charges

You agree to pay to D2MX Sequoia Direct (or Pershing as D2MX's agent) on demand all Market Transaction fees and charges, including our commission, software fees and other duties and taxes payable at the rates determined by Sequoia Direct from time to time and notified to you in writing.

You agree to pay D2MX and Sequoia Direct on demand interest on any amounts owing to either party, at the rate at which D2MX or Sequoia Direct would be required to pay on an overdraft facility with their current bankers at the relevant time.

11. GST

If D2MX or Sequoia Direct is liable to pay GST on any supply made to you under or in connection with these terms, you must in addition to and at the same time as you are required to pay the GST exclusive amount in respect of the relevant supply, pay to D2MX and Sequoia Direct an amount equal to the amount of GST for which D2MX or Sequoia Direct is liable in connection with the relevant supply.

12. Indemnity

12.1. Indemnity by you

- (a) In addition to the above, if as a result of failure by you to settle, or other breach by you of this agreement or other agreement with Sequoia Direct, either of D2MX or Sequoia Direct or any of their employees, agents and representatives (each an Indemnified Person) suffers any claim, liability, direct or consequential loss or incurs any cost, charge or expense of any nature, you must on demand fully

indemnify each Indemnified Person and keep each of them fully indemnified in respect of such claim, liability, loss, cost, charge or expense.

- (b) You agree to indemnify each Indemnified Person in respect of all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses and any other amounts whatsoever arising out of any Order or Transaction or any default by you under these Terms, or anything lawfully done by us in accordance with these Terms or at your request, by reason of us complying with any direction, request or requirement of the ASIC Market Integrity Rules, ASX Clear Operating Rules or ASX Settlement Operating Rules, the Corporations Act or any regulatory authority.

12.2. Limitation of liability and indemnities of Sequoia Direct

Subject to those provisions of the Competition and Consumer Act 2010 (Cth), the Australian Securities and Investments Commission Act 2001 (Cth), the Corporations Act and any other rights implied by law, which cannot be excluded by agreement between the parties:

- (a) we make no warranties either expressly or implied as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, currency, availability, completeness or quality), with respect to any services we provide under these Terms including, without limitation, the Service;
- (b) we exclude all liability in contract or otherwise relating to or resulting from use of any services we provide under these Terms and for any loss incurred by you directly or indirectly without limitation as a result of or arising out of:
- (i) any inaccuracy, error or delay in or omission from any information provided to you under these Terms including the Service;
 - (ii) any delays or failures or inaccuracies in the transmission of Orders or other information including, without limitation, the Service;
 - (iii) any misinterpretation of your Orders or instructions which are unclear, ambiguous, or not specific;
 - (iv) any delay, default, failure in or loss of access to the Service;
 - (v) any government restriction, exchange or market rulings, suspension of trading, computer or telephone failure, unlawful access to our OMA Service, theft, sabotage, war, earthquakes, strike force majeure and, without limitation, any other conditions beyond our control.

13. Amounts owing

If you have not paid any debt to D2MX, Pershing may assign that debt to D2MX who in turn will assign the debt to Sequoia Direct. The assigned debt will become an obligation of yours to Sequoia Direct.

14. Information

You warrant that all information provided by you to D2MX, Sequoia Direct or Pershing (including in your Application) is, or will be when given, accurate, true and correct and further agree to immediately notify Sequoia Direct in writing upon becoming aware that such information is no longer accurate, true and correct including any change in address, telephone number or email address.

You agree that D2MX Sequoia Direct and Pershing may share such information, as well as your account details and information regarding your transactions in Traded Products with each other and with Sequoia Direct D2MX's related bodies corporate on a confidential basis as Sequoia Direct considers appropriate. You also consent to Sequoia Direct D2MX and Pershing disclosing such information and your account details to any regulatory authority or third party to whom Sequoia Direct contracts out specialised functions, and consent to each of them using such information and your account details for the purposes of monitoring compliance by you, or any of them with their respective regulatory and contractual obligations, and resolving disputes.

Where Sequoia Direct does disclose information to third parties, it takes reasonable steps to ensure that those parties comply with the National Privacy Principles as contained in the Privacy Act 1988 when they handle your personal information and are authorised to use the personal information to perform the functions required by Sequoia Direct.

15. Acknowledgments

15.1. Disclosure documents and terms

You acknowledge that:

- (a) you have received a copy of the D2MX and Sequoia Direct Financial Services Guide (FSG). D2MX and Sequoia Direct reserve the right to change their respective FSG at any time without notice, subject to its obligations under the Corporations Act. A copy of the current FSG can be obtained on the website or on request;

- (b) if you have been referred to D2MX or Sequoia Direct by or on behalf of a broker or other third party, that broker or third party may receive benefits in the form of a commission or rebate from us;
- (c) you have read and understood all documentation provided to you by D2MX and Sequoia Direct including this agreement, any product disclosure statement, ASX Explanatory Booklet for Understanding Options Trading and Understanding Trading and Investment Warrants (if applicable); and
- (d) where you receive Confirmations by electronic means only, you accept that the conditions set out in the ASIC Market Integrity Rules apply.

15.2. Electronic Communications

You acknowledge and agree that:

- (a) you are and will at all relevant times be authorised to make communications to Sequoia Direct (who will pass on those communications to Sequoia Direct and Pershing on your behalf) (including as the case may be, to give instructions in respect of transactions in respect of ASX Products) by email and fax;
- (b) communication by email and/or fax is not a secure means of communication and involves higher risks of distortion, manipulation and attempted fraud;
- (c) fax communications may be of poor quality or unclear;
- (d) you authorise Sequoia Direct, D2MX and Pershing to accept and act without any inquiry upon, communications (including instructions) provided by email and/or fax which appear to have been provided by or for you; and
- (e) you indemnify Sequoia Direct D2MX and Pershing in respect of any and all claims, liabilities, direct or consequential losses, costs, charges or expenses (of any nature) incurred or suffered by Sequoia Direct D2MX or Pershing as a result of those parties acting on communications (including instructions) provided by email and/or fax.

16. No advice

You acknowledge that D2MX and Sequoia Direct do not provide financial product advice, and do not accept responsibility for any financial product advice given to you. To the maximum extent permissible by law, you agree that you must not represent to any person that D2MX or Sequoia Direct has given any financial product advice to you. Neither D2MX or Sequoia Direct has any liability (including in negligence) for any investment decisions made by you or any Market Transactions executed on your behalf, including any diminution in value of your Issuer Sponsored Holding.

17. Credit references

You agree that D2MX or Sequoia Direct may make such enquiries as it thinks fit of any person, including your employer, your bank or a credit agency relating to your creditworthiness.

18. Anti-Terrorism/Money Laundering

You acknowledge that we are subject to various anti-money laundering and counter-terrorism financing laws (AML/CTF Laws) which may prohibit us from offering services or entering into or conducting transactions. You agree that we are not required to take any action or perform any obligation under or in connection with this document if we are not satisfied as to your identity or where we suspect on reasonable grounds that by doing so we may breach the AMUCTF Laws.

You acknowledges that the AMUCTF Laws include prohibitions against any person dealing with the proceeds of or assets used in criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act

You agree that we may delay, block or refuse to make any payment or to provide any service if we believe on reasonable grounds that to do so may breach any law in Australia or any other country, and we will incur no liability to you if we do so.

You agree to provide all information and documents to us which we reasonably require to comply with any law in Australia or any other country, including any AMUCTF Laws. You acknowledge that the requested identification documents that form part of the Application enable Sequoia Direct to comply with AMUCTF Laws. You agree that we may disclose information which you provide to us, or about transactions you are or seek to conduct with us, to our related entities, our clearers and where we are required to do so by any law in Australia or any other country.

You represent and warrant to us that the payment of monies by us in accordance with this document, or any instructions given by you, will not breach any law in Australia or any other country.

19. Variation and termination

Sequoia Direct may amend this agreement from time to time. Sequoia Direct will give you 10 days notice of any amendment, after which time, the amendment will become effective.

Sequoia Direct may terminate this agreement immediately if you engage in any market manipulation, fraudulent conduct or conduct in breach of the Corporations Act. Sequoia Direct may terminate this agreement at any time and without any reason by giving you five Business Days notice. Termination does not affect outstanding obligations under this agreement which are undischarged at the time of termination. Each indemnity in this agreement survives the termination of this agreement.

20. Complaints

Complaints should be referred to Sequoia Direct in accordance with the procedure in the Financial Services Guide provided to you.

21. National Guarantee Fund

You acknowledge that Sequoia Direct is not a Participant of ASX, and part 7.5 of the Corporations Act does not apply. As D2MX is a Trading Participant of ASX, you may make a claim on the National Guarantee Fund (NGF) in the circumstances specified under part 7.5 of the Corporations Act and the Corporations Regulations. (For more information on the circumstances in which you may make a claim on the NGF or for information on the NGF generally, contact the Securities Exchange Guarantee Corporation Pty Limited ABN 19 008 626 793.)

22. Governing law

This agreement is governed by the law in force in New South Wales and you and Sequoia Direct submit to the non-exclusive jurisdiction of the court of New South Wales and courts which may hear appeals from those courts.

23. Definitions

ASX Clear Operating Rules means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX Clear, as amended from time to time.

ASX Clear means the ASX Clear Pty Limited (ABN 48 001 314 503). ASX Clear is a wholly owned subsidiary of ASX.

AFS Licence means an Australian financial services licence issued under the Corporations Act.

this agreement means the agreement constituted by your acceptance of the terms and conditions contained in this document.

Application means an application to use the Service of Sequoia Direct and place an Order using Issuer Sponsored Securities.

ASIC means the Australian Securities and Investment Commission.

ASX Operating Rules means the operating rules, procedures, directions, decisions requirements, customs, usages and practices of ASX, as amended from time to time

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532) or another clearing facility approved to clear securities and other financial product transactions effected on ASX.

ASX Settlement Operating Rules means the operating rules, procedures, directions, decisions requirements, customs, usages and practices of ASX Settlement, as amended from time to time.

ASIC Market Integrity Rules means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX, as amended from time to time.

ASX means ASX Limited (ABN 95 008 624 691).

Business Day has the meaning given to it in the ASIC Market Integrity Rules.

Cash Account means an account with a bank, other deposit taking institution or a cash management trust, approved by Pershing for the purposes of this agreement from time to time.

Confirmation means any confirmation issued by D2MX and Sequoia Direct or on their behalf on execution of an Order and includes an electronically transmitted confirmation.

Corporations Act means the Corporations Act 2001 (Cth).

Corporations Regulations means the Corporations Regulations 2001 (Cth).

Sequoia Direct means Sequoia Direct Pty Ltd ABN 17 090 611 680 AFSL 333297

Derivatives Market Transaction has the meaning given to it in the ASIC Market Integrity Rules.

Derivatives Products means derivative products which are traded on ASX, that are:

- (a) Options (sometimes referred to as Exchange Traded Options);
- (b) Share Ratio Contracts; and
- (c) other kinds of derivatives traded on ASX, not including Futures.

Issuer Sponsored Holdings means shares that you have purchased in a company and the company has sponsored you directly and issued you with a Shareholder Reference Number (SRN) which identifies you as the share holder of those share on the companies share subregister.

Loss or claim includes without limitation any expense, costs, liability, claims, damages, fees, taxes, duties, penalties, interest, legal costs (on a full indemnity basis), judgement, consequential, special or indirect loss or loss of prospective profits.

Market Transaction has the meaning given to it in the ASIC Market Integrity Rules and means a transaction in Traded Products executed through ASX.

Order means any order placed by you with Sequoia Direct to sell Traded Products.

Pershing means Pershing Securities Australia Pershing Pty Ltd (ABN 60 136 184 962) (AFS Licence No. 338264).

Registry means the share registry for the Securities for which you have placed an Order relating to your Issuer Sponsored Holding

Securities has the meaning given to it in the Corporations Act relevant to the Issuer Sponsored Holdings.

Security Holder Information means all details relating to your Issuer Sponsored Holding and SRN relevant to the Order.

Service means the trading and information service offered by Sequoia Direct for holders of Securities to sell Securities without opening a trading account with Sequoia Direct.

Settlement Date and Time means the date and time specified on the relevant Confirmation, or if no date and time are specified, it is 9.00am (Sydney time) on the third Business Day after the execution of the Market Transaction

SRN means Shareholder Reference Number

Traded Product means a financial product that is a Security as that term is defined in the Corporations Act which may be traded through ASX and does not Derivatives Products.

We, us, our means Sequoia Direct.

You means the person or persons in whose name the Application is completed with Sequoia Direct or named on the application form as the client. If that is more than one person, "you" means each of them separately and every two or more of them jointly. "You" includes your successors and assigns.

Words expressed in the singular include the plural and vice versa.

Unless the context otherwise requires, a reference to a document or agreement includes any variation or replacement of it and a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.

Words used in this document have the meanings given to them in the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules or the ASX Settlement Operating Rules. If you require a copy of these definitions please contact Sequoia Direct.

If you are a joint holder, these terms and conditions bind each person jointly and severally, and each person is authorised to issue instructions to Sequoia Direct, (which Sequoia Direct may pass on to D2MX, Sequoia Direct and Pershing) and give receipts to them in relation to any sale of Traded Products or other matters to which these terms and conditions relate.

You agree that in the event of any inconsistency between this document and any applicable laws, (the ASIC Market Integrity Rules, ASX Clear Operating Rules or ASX Settlement Operating Rules), the latter will prevail to the extent of the inconsistency.

You acknowledge that this document is not exhaustive and agree to be bound by other policies and procedures which concern the operations of your use of the Service with Sequoia Direct as notified to you from time to time.