

ADDENDUM [X]

LEVERAGE FACILITY AGREEMENT

CORPORATE CUSTOMERS ONLY

1. INTRODUCTION

- 1.1 If you apply, and IBAU agrees, this Leverage Facility Agreement will apply to you in addition to the Terms and form part of the contract between you and IBAU.
- 1.2 To the extent of any inconsistency between this Addendum [X] and the Terms, this Addendum [X] prevails.
- 1.3 You acknowledge and agree that all dealings in respect of Securities and Derivatives Products and the performance by IBAU of its obligations under these Terms are subject to the *Corporations Act 2001* (Cth), the Market Integrity Rules, the Rules of the relevant Foreign Financial Market, and any other directions, decisions and requirements of the relevant Foreign Financial Market and their related entities and the customs, usages and practices of the relevant Foreign Financial Market and their related entities, as amended from time to time, insofar as they apply.

2. INTERPRETATION

In this Addendum [X], the following terms have the following meanings:

Equivalent Securities means, in respect of any Securities, Securities of an identical type, nominal value, description and amount to those Securities and which are part of the same issue and have the same rights as those Securities; provided that where any Securities have been converted, subdivided, consolidated, redeemed, made the subject of a takeover, merger, capitalisation issue, rights issue or event similar to any of the foregoing, IBAU may reasonably determine what Securities or other assets (which may include money or other property) are to be treated as “equivalent” for this purpose and “Equivalent Securities” shall be construed accordingly.

Derivatives Product means a product commonly regarded as a derivative and includes futures and options.

Foreign Financial Market Participant means a third party international broker or market participant, which may be an Affiliate of IBAU's, with whom IBAU enters into an execution and/or clearing arrangement in connection with Transactions governed by this Addendum [D] on Foreign Financial Markets.

Initial Margin means the amount of money that you must contribute towards a purchase of securities.

Maintenance Margin means the amount of money that you must maintain in your Account.

Margin means the amount of money you borrow according to these terms.

Margin Call means a demand from IBAU for you to deposit money into your Account, or as otherwise agreed with IBAU, which is immediately due and payable.

Leverage Facility is a loan facility that IBAU may make available to customers under this Addendum X in conjunction with a margin account.

Rules means the rules governing trading on any relevant Foreign Financial Market, as amended from time to time.

Securities includes quoted securities, equity or debt securities, managed investment products, collective investment schemes, exchange traded funds, and exchange traded notes on any Financial Market.

Transaction means a transaction for the sale and purchase of Cash Market Products and Derivatives Products.

Capitalised terms used in this Addendum [X] that are not defined herein, have the meanings given them in the Terms.

3. **REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGEMENTS**

3.1 You represent and warrant that:

- (a) you are a corporation duly incorporated under the laws of a state or territory of Commonwealth of Australia which holds a valid ACN, ABN, or ARBN (as applicable) under the Corporations Act;
- (b) you have full corporate power to enter into, and perform your obligations under, this Addendum [X] and the Terms;
- (c) you have taken all necessary corporate action to authorise the performance of your obligations under this Addendum [X] and this Addendum [X] constitutes legal, valid and binding obligations, enforceable against you;
- (d) your primary purpose in applying for the Leverage Facility is for investment purposes;
- (e) trading through a margin account is highly risky and may result in the loss of funds greater than those you have deposited into your account and that you have accepted the risks of borrowing and your obligations to IBAU;
- (f) you have read the "Disclosure of Risks of Margin Trading and Automatic Liquidation" document provided separately by IBAU.

3.2 You acknowledge and agree:

- (a) that should any of 3.1 (a) to (d) cease of the true in any manner, you must notify IBAU immediately;
- (b) that, if applicable, IBAU is entitled to accept instructions from all Directors of you, unless you and IBAU agree otherwise;
- (c) that IBAU is entitled to charge you interest from time to time on any negative balances incurred through the use of a margin account and Leverage Facility, in whatever currency such balances may have been incurred, at the rates as specified on [IBAUs website]; and,
- (d) that IBAU may disclose your personal information to any credit reporting agency for the purposes of assessing your credit worthiness.

4. **FACILITY**

4.1 IBAU will only provide the Leverage Facility in conjunction with a margin account as contemplated under Clause 6.

5. **SECURITY INTEREST**

5.1 Any debit balance on your Account is secured by all assets of any kind held by or on behalf of IBAU for you accordance with clause 14 of the Terms.

6. **MARGIN ACCOUNTS, MARGINS AND AUTOMATIC LIQUIDATION**

6.1 This clause 6 applies in relation to your margin account and the Leverage Facility.

6.2 IBAU may do anything under this clause 6 without any prior notice to you.

6.3 All Transactions within a margin account are subject to Initial Margin and Maintenance Margin requirements. IBAU may modify its margin requirements at any time in IBAU's sole discretion without prior notice to you. You are required to monitor your Account at all times to ensure that it meets its margin requirements at all times. IBAU may reject any order if your account does not meet its margin requirements (or would not do so on execution of the Order). Formulas for calculating margin requirements on IBAU's website are indicative only and may not reflect actual margin requirements.

6.4 IBAU will generally not issue Margin Calls and will not notify you in advance if your account does not meet the margin requirements. IBAU does not need to notify you prior to exercising any of its rights under this agreement if your Account does not meet the margin requirements at any time.

6.5 If at any time your Account does not meet the margin requirements specified by IBAU, IBAU may, without limiting its other rights, sell, close out or otherwise liquidate all or part of your positions in any of your accounts held with IBAU or any international broker or Affiliate of IBAU with no prior notice to you. This liquidation will usually occur automatically but notwithstanding the foregoing, IBAU has no obligation to take any action if your Account does not meet the margin requirements.

6.6 You will be liable and must promptly pay IBAU any amount owing to IBAU arising from any such liquidation or remaining after any such liquidation. IBAU has no liability to you for any loss arising from any such liquidation.

6.7 IBAU may allow you to pre-request the order of liquidation of your assets in the event that you no longer meet the margin requirements, but you acknowledge that such requests are not binding on IBAU and IBAU retains sole discretion to determine the assets to be liquidated and the order of their liquidation.

6.8 You acknowledge that the market values/prices used to calculate the equity in your Account and/or sub account to calculate the margin requirements, shall be determined by IBAU in its sole discretion and varied without prior notice to you and may differ from the values/prices disseminated by Financial Markets or other market data sources. Among other things, IBAU may calculate its own index values, exchange traded fund values or derivatives values, and value securities or futures or other Financial Products based on bid price, offer price, midpoint or using some other method.

6.9 IBAU's margin requirements or risk control parameters may include leverage ratio limits or position size limits for securities, commodities, currencies or other Financial Products. If these limits are reached or exceeded, you may not be able to place new Orders and you authorise IBAU to liquidate existing positions and/or enter into risk-reducing Transactions on your behalf without notice, in order to bring your Account back into compliance with the relevant limits. You acknowledge that IBAU is under no obligation to do so.

6.10 You acknowledge that IBAU and/or its Affiliates may take the other side of any liquidation transaction or enter into risk reducing transaction.

6.11 You must reimburse and hold IBAU harmless for any acts, omissions, costs, fees or liabilities associated with any liquidation undertaken by IBAU.

6.12 Notwithstanding the above, if for any reason you fail to meet the margin requirements and IBAU does not liquidate your positions but instead issues you with a Margin Call, you must satisfy such call immediately in any manner specified by, or otherwise acceptable to, IBAU. You acknowledge that even if a Margin Call is issued, IBAU does not waive any of its other rights against you.

7. RIGHT OF USE

7.1 You hereby authorise IBAU and IBAU Nominees (without any further notice, consent or reference) from time to time to borrow, lend, pledge, hypothecate, charge, rehypothecate, dispose of or otherwise use any Securities for IBAU's own purposes and for their own benefit (including, for the avoidance of doubt, the retention of any profits, fees or other benefits generated as a result of such borrowing, lending or use (each a **Right of Use**)) including by transferring full title to such Securities to itself or to another person.

7.2 Exercise of Right of Use

(a) Upon the exercise of a Right of Use by way of:

(i) a borrowing, lending, disposal or other use, such Securities will become the absolute property of IBAU (or that of the transferee) free from any security interest and from any equity, right, title or interest of the customer; and

(ii) a charge or hypothecation of any of your Securities, all of those Securities, including the your interest in those Securities, will be subject to the charge or other security created by such charge or hypothecation,

you authorise IBAU to take such steps to deliver or credit the Securities to IBAU and execute such instruments of transfer or equivalent as IBAU considers necessary or desirable to vest the full legal and beneficial right, title and interest in and to those Securities in IBAU. For the purposes of this authorisation, you irrevocably authorise and appoint IBAU, as your attorney (with full power of substitution), on your behalf and in your name or otherwise, at such time and in such manner as IBAU thinks fit to do anything required to deliver or credit the Securities to IBAU.

(b) Upon the exercise of a Right of Use, you will, subject to Clause Error: Reference source not found⁴ of the Terms, have a right to delivery by IBAU of Equivalent Securities.

7.3 Delivery of Equivalent Securities

(a) Upon credit to your Account of such Equivalent Securities, they shall automatically be subject to a security interest as set out under Clause 14 of the Terms.

7.4 Rights to dividends or distributions or ability to exercise voting rights or participate in other corporate actions

(a) For the avoidance of doubt, your rights to dividends or distributions or ability to exercise voting rights or participate in other corporate actions in respect of any Securities transferred by IBAU to another person (transferee) may be limited.