

ADDENDUM [F]

MARGIN LENDING FACILITY AGREEMENT

NATURAL PERSON CUSTOMERS ONLY

1. INTRODUCTION

- 1.1 If you apply, and IBAU agrees, this Margin Lending 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 [F] and the Terms, this Addendum [F] 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 [F], 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.

Margin Lending Facility is a loan facility that IBAU may make available to customers under this Addendum F 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 [F] 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 natural person within the meaning of the Corporations Act;
- (b) you have full authority to enter into, and perform your obligations under, this Addendum [F] and the Terms;
- (c) your primary purpose in applying for the Margin Lending Facility is for investment purposes;
- (d) the assets deposited in your account to act as security for the margin lending facility are not borrowed and totally unencumbered by any mortgage, lien or other interest.
- (e) trading through a margin account is highly risky and, subject to clause 7, 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 IBA;
- (f) you have read the "Disclosure of Risks of Margin Trading and Automatic Liquidation" document and the Product Disclosure Statement provided separately by IBAU.

3.2 You acknowledge and agree:

- (a) that should any of 3.1 (a) to (f) cease to be true in any manner, you must notify IBAU immediately;
- (b) 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 Margin Lending Facility, in whatever currency such balances may have been incurred, at the rates as specified on [IBAUs website]; and,
- (c) 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 Margin Lending Facility in conjunction with a margin account in accordance with Clause 7.

4.2 You may draw the Margin Lending Facility funds from your margin account solely to acquire Securities or else to repay another credit facility, insofar as the credit provided under that other credit facility was applied wholly to the purchase of Securities, provided that you maintain sufficient assets in your margin account at all times.

4.3 IBA will determine the limit of your Margin Lending Facility in its sole discretion, taking into account a range of factors.

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 in accordance with clause 14 of the Terms.
- 5.2 For the avoidance of doubt, IBAU will not accept a guarantor arrangement as valid security for any debit balance on your Account.

6. **ASSESSMENT**

- 6.1 The provisions of this clause 6 only apply if you are a Retail Client within the meaning of section 761G of the Corporations Act ("**Retail Client**").
- 6.2 IBAU will only issue you with a Margin Lending Facility in reliance on the exemption from the requirement to make an unsuitability assessment in Corporations Regulation 7.8.08B.
- 6.3 Prior to issuing you with a Margin Lending Facility in conjunction with a margin account, IBAU will make enquiries into your financial position and any other matters at IBAU's discretion. Unless you present IBAU with a Statement of Advice from a licensed financial adviser that is not more than 90 days old and which recommends that IBAU issue you with a Margin Lending Facility, IBAU will take any steps that it deems necessary to verify your financial position and any other matters at IBAU's discretion.
- 6.4 IBAU will rely on the information and documentation that you provide and, if applicable, the Statement of Advice provided by your financial adviser, and is not liable for any loss, damage or harm suffered by you, arising from your use of the Margin Lending Facility, in the event of your fraud, or the fraud or negligence of your financial adviser, during your application for the Margin Lending Facility.

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

- 7.1 This clause 7 applies in relation to your margin account and the Margin Lending Facility.
- 7.2 IBAU may do anything under this clause 7 without any prior notice to you.
- 7.3 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.
- 7.4 IBAU will generally not issue Margin Calls, although IBAU will endeavour to issue electronic warnings via email and / or via TWS to alert you to add additional assets to your margin account. 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.
- 7.5 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. IBAU has no liability to you for any loss arising from any such liquidation.
- 7.6 If you are not a Retail Client, 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

- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 You acknowledge that IBAU and/or its Affiliates may take the other side of any liquidation transaction or enter into risk reducing transaction.
- 7.11 You must reimburse and hold IBAU harmless for any acts, omissions, costs, fees or liabilities associated with any liquidation undertaken by IBAU.
- 7.12 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.