



AUSTRALIAN SHORT POSITION REPORTING SERVICE AGREEMENT

1. Introduction

1. If you apply, and IBKR agrees, this Short Position Reporting Service Agreement (the "Agreement") will govern IBKR's provision of the Short Position Reporting Service to you.
2. This Agreement constitutes a legally binding contract which you accept for yourself and on behalf of any principal, principals, persons or entities, on whose behalf you are acting as agent, and you affirm your acceptance with the Agreement on each occasion IBKR submits a Short Position Report on your behalf.
3. On and from the date of the execution of this Agreement, as an incident of IBKR or its Affiliate's role as your Broker and for the Consideration, you hereby Instruct IBKR to make the Short Position Report to the Australian Securities and Investments Commission ("ASIC") or its agents and assigns in the manner and form specified by ASIC or its agents and assigns and in the timeframe required by the Applicable Laws and Regulations.
4. This Agreement is supplemental to the Brokerage Agreement. In the event of any inconsistency between this Agreement and the Brokerage Agreement, in a matter related to this Agreement, this Agreement shall prevail to the extent of the inconsistency.

2. Interpretation

In this Agreement, the following terms have the following meanings:

Affiliate means, in respect of an entity or other person, an entity or other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity or other person.

Applicable Laws and Regulations means all laws, legislation, regulation and subsidiary regulation, instruments and orders of a regulatory authority or a court, rules and procedures of a Financial Market including for example, and without limitation, the *Corporations Act 2001 (Cth)* ("the Act") and regulations made pursuant thereto, ASIC Class Orders, the ASIC Market Integrity Rules and other instruments.

Brokerage Agreement means the agreement entered into between IBKR and you in relation to brokerage and/or custodial services.

Consideration means the fees and charges payable by you under the Brokerage Agreement.

Financial Market means the financial markets operated by ASX or Chi-X Australia and any other financial market licensed under Parts 7.2 or 7.3 of the Act.

IBKR means Interactive Brokers Australia Pty Ltd (“IBAU”) or else its Affiliate with which you have entered into a Brokerage Agreement.

Reportable Short Position means a Short Position in a Section 1020B Product where the value of the position is greater than \$100,000 Australian dollars or more; and the position is 0.01% or more of the total quantity of securities or products on issue for that security or product.

Section 1020B products has the meaning given to that term in section 1020B of the Act.

Short Position means your position in particular Section 1020B products resulting from the execution of a covered short sale where you have the obligation to re-deliver equivalent securities to IBKR or its Affiliate.

Short Position Report means the submission of data to ASIC or its agents or assigns pertaining to your Short Position, whether that be a Reportable Short Position or otherwise, undertaken by IBKR pursuant to your instructions and in accordance with this Agreement.

Short Position Reporting Service means the service that IBKR provides to you by making a Short Position Report to ASIC or its agents or assigns on your behalf.

3. Representations, warranties and acknowledgements

1. On each occasion that IBKR provides you with a Short Position Reporting Service, you represent and warrant to IBKR each of the following:
 - a. You do not hold any quantity of the particular Section 1020B Products with any other broker or custodian other than those in custody with IBKR;
 - b. You are not aware of any reason why your Short Position calculated by IBKR would be incorrect, for example because you maintain, away from IBKR, a long position of the particular Section 1020B Products to which the purported Short Position Report relates;
 - c. The information disclosed in your application to IBKR for the Short Position Reporting Service, including the type and detail of your unique identifier, is true and correct in all respects; and
 - d. You have read the Interactive Brokers Group Privacy Policy and the Australian Privacy Supplement available on the IBKR website at ibkr.com.au, and you agree to the use of your personal identity information as disclosed therein.
2. You undertake that should any of the above representations cease to be true and correct, you will immediately notify IBKR’s Compliance Department in writing.

3. You understand and acknowledge that IBKR will in good faith rely on the representations and warranties herein on each occasion that it makes a Short Position Report on your behalf.

4. Instruction to Report short positions to ASIC

1. You hereby instruct and authorise IBKR or its nominee, to provide to ASIC, its agents or assigns, and/or any other party as is necessary, the required information about you and your Short Positions in order to provide the Short Position Reporting Service to you under this Agreement.
2. You acknowledge and accept that by requesting IBKR to provide you with the Short Position Reporting Service, IBKR will thereafter endeavour to make a Short Position Report on your behalf in respect of each of your Short Positions, whether they are Reportable Short Positions or otherwise, and that IBKR is properly acting in accordance with your instructions under this Agreement on each occasion that it endeavours to make a Short Position Report on your behalf.
3. You agree to take full responsibility for the accuracy of any Short Position Report made on your behalf by IBKR and acknowledge that it is your duty to proactively notify IBKR, prior to the submission of the Short Position Report, if you believe that the Short Position Report might contain any error.

5. No warranty

1. IBKR makes no representation or warranty to you that it will be able to provide the Short Position Reporting Service within the time limits of the Applicable Laws and Regulations, or at all. You understand and acknowledge that IBKR will, on a best effort's basis, endeavour to make the Short Position Report on your behalf, pursuant to your instructions and in accordance with this Agreement, but it may not always be successful. Nothing in this Agreement constitutes an express or implied warranty that IBKR will always be successful in providing you with the Short Position Reporting Service.
2. We will endeavour to notify you as soon as practicable if we are unable to provide you with the Short Position Reporting Service respecting any particular Short Position Report, or if for whatever reason the Short Position Report is rejected, incomplete, or otherwise ineffective. You agree that it is your responsibility to maintain alternative reporting arrangements so that you may comply with your obligations to report your Reportable Short Positions to ASIC in accordance with the Applicable Laws and Regulations.
3. You understand and agree that you, and not IBKR, are responsible for ensuring that your Reportable Short Positions are reported to ASIC in accordance with the Applicable Laws and Regulations and nothing in this Agreement shall be construed as transferring your legal and regulatory obligation to IBKR.

6. Indemnity and Limitation of liability

1. To the fullest extent permitted by law, you agree to indemnify IBKR against any liability, howsoever arising, in connection with the Short Position Reporting Service provided to you under this Agreement.
2. You agree and acknowledge that IBKR shall not be held liable under this Agreement or any other, and including any liability sounding in tort, should you suffer any harm or loss due to any inaccuracy or delay in connection with the Short Position Reporting Service under this Agreement.
3. You agree to hold IBKR blameless and to defend IBKR against any claim, suit, litigation or arbitration, as applicable, that might be brought against IBKR in the event that there is any inaccuracy or delay in connection with the Short Position Reporting Service under this Agreement.

7. Termination

1. IBKR may terminate this Agreement at any time by giving you notice. You may terminate this Agreement at any time by giving IBKR reasonable notice.
2. The termination of this Agreement does not affect outstanding obligations under this Agreement which remain undischarged at the time of termination.
3. Each indemnity provided within this Agreement survives the termination of this Agreement.

8. Amendment

1. This Agreement may be amended by IBKR from time to time.
2. You acknowledge that IBKR may amend this Agreement by providing reasonable notice of the amended Agreement in writing or electronically via email or through the IB system, or by posting the amended Agreement on IBKR's website. Your use of the IB system after such notice constitutes acceptance of the amended Agreement.
3. Each time that you utilize the IB System thereafter, you affirm your acceptance of, and agreement to, the terms of this Agreement.

9. Severance

If any part of this Agreement is invalid and not enforceable, such terms or part thereof shall be read down to the extent necessary to be valid and enforceable, and all other terms or part thereof which are self-sustaining and capable of separate enforcement without regard to the invalid term are and continue to be valid and enforceable.

10. Governing law

This Agreement is governed by the governing law of the Brokerage Agreement.

11. Time is of the essence

Time is of the essence under this Agreement.

12. Assignment

1. You consent to any assignment or novation by IBKR of any rights and obligations, wholly or individually, under this Agreement and agree that such assignment or novation may be effected at any time without your consent and without notice to you.
2. You may not assign or novate any of your rights or obligations under this Agreement without IBKR's express prior written consent.