

Terms of Business

PO CAPITAL MARKETS PTY LTD

ABN 49 642 317 891



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1 INTRODUCTION

1.1 These standard terms of business and Appendices (as applicable) and each letter referred to in clause 1.3 below, in each case as supplemented or amended from time to time, (collectively the Agreement) define the legally binding contractual basis on which PO Capital Markets Pty Ltd ABN 49 642 317 891 (PO Capital Markets, we are, ours and us) will provide you as our client being the counterparty to the letter referred to in clause 1.3 below (you, your, yourself and yourselves will be construed accordingly) with certain services.

1.2 The Agreement will take effect when you first commence business with PO Capital Markets and you will be deemed to accept the Agreement every time you enter into a transaction with us.

1.3 We will notify you by letter of our brokerage charges. Each such letter must be countersigned by a person on your behalf. You acknowledge, represent and confirm that each person who countersigns, on your behalf, each such letter is authorised to bind you to the Agreement.

1.4 The Agreement constitutes the entire agreement between PO Capital Markets and you and supersedes any prior agreement relating to the subject matter of the Agreement, or any prior declaration or statement we may have made. Nonetheless, certain of our services are subject to separate terms and conditions and in the event of a conflict, those service-specific terms and conditions shall prevail.

1.5 You authorise us to:

1.5.1 provide you with services;

1.5.2 do all things necessary or incidental to allow us to provide the services to you and act in compliance with applicable law.

1.6 The terms and conditions in this document are the basis on which we provide services to you.

2 BUSINESS PROVIDER AND REGULATION

2.1 You will be provided with financial services under the Agreement by PO Capital Markets.

2.2 PO Capital Markets operates under a current Australian Financial Services Licence (AFSL) as a Corporate Authorised Representative of Amplus Global Pty Ltd licence number 505929. This AFSL authorises PO Capital Markets to carry on a financial services business in Australia by providing certain financial services to wholesale clients as set out in its AFSL the authorisations on the AFSL permit PO Capital Markets to provide financial services including as follows:

2.2.1 provide financial product advice in respect of derivatives, foreign exchange contracts, bonds issued or proposed to be issued by a government;

2.2.2 deal in a financial product by issuing, applying for, acquiring, varying or disposing of a financial product in respect of derivatives and foreign exchange contracts;

2.2.3 deal in a financial product by applying for, varying or disposing of a financial product on behalf of another person in respect of derivatives, foreign exchange contracts, debentures, stocks or bonds issued or proposed to be issued by a government and securities;

2.3 PO Capital Markets Pty Ltd is regulated by the Australian Securities and Investments Commission in respect of the provision of financial services authorised under the AFSL granted to "Amplus Global Pty Ltd".

3 SERVICES

3.1 PO Capital Markets agrees to provide brokerage services (electronic & voice) in certain financial markets, other financial services, and non-financial services. The services to be provided may be revised from time to time and as agreed between PO Capital Markets and you.

3.2 The Agreement applies to all methods or mechanisms used to provide our services, including, where applicable, electronic mechanisms and systems.

3. PO Capital Markets may, when you have instructed us to do so, arrange deals for you in illiquid investments. These are investments in which the market is limited or could become so. They can be subject to wide spreads and may be hard to value or on-sell.

3.4 You will regularly provide PO Capital Markets with prices, volumes and other relevant terms and conditions relating to transactions that you would like to place in relevant financial markets and we shall use diligent and commercially reasonable efforts to locate counterparts to such transactions.

3.5 For the avoidance of doubt, all prices supplied by either party shall be deemed to be indicative and for reference purposes only (Indicative Prices) unless stated otherwise. Both parties understand that final transaction terms may vary from Indicative Prices.

3.6 Under no circumstances will PO Capital Markets act as principal to a trade with any counterparty in the market at any time and PO Capital Markets shall at no time settle Contracts on behalf of Client (other than via order entry into an exchange on behalf of Client), act as a custodian or depository for Client, provide Client with investment advice, or accept or hold Client money or assets for the purpose of settling or executing a Contract.

4 CLIENTS

4.1 PO Capital Markets will only provide financial services to 'wholesale clients' within the meaning of section 761G of the Corporations Act 1601 (Cth) (Corporations Act) (Wholesale Client). You represent and warrant that you satisfy the requirements of the definition of Wholesale Client and will notify PO Capital Markets of any change in circumstances which means your status as a wholesale client changes. PO Capital Markets may terminate the Agreement immediately upon such a change, or refuse to provide any further services to you under the Agreement, or both.

4.2 We will comply with our obligations under the Corporations Act when providing any financial service to you as a wholesale client under the Agreement. This includes in respect of any disclosure or conduct related obligations that PO Capital Markets may have under the Corporations Act.

4.3 You represent and warrant to us that you are acting as principal and not as an agent or trustee on behalf of another entity when contracting with us.

5 TRANSACTION RESTRICTIONS

Unless otherwise indicated in writing, we shall assume that there are no restrictions to the type of transaction we may enter into with you or the markets upon which transactions may be affected.

6 CONFIDENTIALITY

6.1 Both parties must, except as required by applicable law, or in order to execute a transaction hereunder, keep confidential all information relating to the Agreement (including the Fee), and any other confidential or proprietary information which one party may become aware about the other party, except to the extent that such information has become public knowledge, otherwise than in breach of the Agreement, or disclosure is required by law, or a relevant regulatory body, or disclosure is made in confidence to each party's professional, legal or accounting advisors, provided that such advisors are made aware of the provisions of this clause 6.

6.2 In accordance with applicable law, either party may record all telephone conversations in both the front and back office. These recordings shall remain the property of party making them and may be retained at such party's discretion, but shall at all times remain subject to the confidentiality provisions contained in the Agreement and shall not be disclosed without your prior consent (except to the extent that prior consent has been provided, the information is already in the public domain, or the disclosure is required by any market or regulatory organisation or court of law having jurisdiction over the party who made the recording, the disclosure is necessary to carry out obligations under the Agreement or the disclosure is made to branches, offices, associated companies or professional advisors or agents of the party concerned).

7 BROKERAGE CHARGES

7.1 We charge a brokerage fee for our brokerage services (Fee). The Fee will be levied in accordance with the rates in effect at the time the Fees are incurred or as otherwise notified to you verbally or in writing prior to dealing. Any alteration to these Fees will be notified to you at or before the time of the change.

7.2 We may share our Fees with, or receive remuneration from, intermediaries introducing business to us, associated companies, or other third parties and will provide details to you on request.

7.3 All Fees payable by you shall either

- (i) be due upon receipt of the applicable invoice or
- (ii) PO Capital Markets will not be held liable for trade differences that arise as a result of confirmations or monthly summaries not being checked on a prompt basis by you.

7.4 All Fees are exclusive of any applicable taxes for which you shall be additionally, liable at the applicable rates from time to time (if applicable).

7.5 In the event that you default in payment of an invoice or settlement of a transaction in accordance with the Agreement, or as a result of termination of the Agreement with immediate effect as set out in clause 19, we have absolute discretion, without prior reference to you, to offset, or net balances that we owe you against any other balance, transaction, settlement, or sums that you have outstanding with us or any of our related bodies.

7.6 In connection with us providing services to you, you agree to pay expenses such as transfer fees, registration costs, taxes, and other similar transaction related expenses, before the time specified for settlement where relating to a transaction or otherwise when requested for payment or falling due under the terms of the Agreement.

8 CONFIRMATIONS

8.1 We provide brokerage services both by telephone and other means of electronic communication and or e-commerce platform. When required by applicable law to send confirmations or where we choose to send confirmations, we will confirm transactions by any of the following methods:

8.1.1 in respect of transactions concluded, you will be deemed to have received a trade confirmation, or other notification, from us at the time of the conversation between PO Capital Markets and yourself concerning the trade in question; and

8.1.2 in respect of transactions concluded electronically you will be deemed to have received a trade confirmation, or other notification, from us upon receipt of a 'sent' notification from the relevant trading system which shall be despatched no more than twenty four (24) business hours from the date and time of the transaction.

8.2 Notwithstanding the transaction method PO Capital Markets shall issue to you a written confirmation for information purposes only within twenty-four (24) business hours of a transaction being confirmed.

You authorise us to:

8.2.1 give to you a single confirmation in respect of a series of transactions carried out under an order instead of individual contract notes or confirmations in respect of each transaction in the series; and

8.2.2 accumulate and price average two or more transactions in the same financial product, under an order, and provide to you a single confirmation when the entire order is completed.

8.3 You will notify us as soon as practicable, but no later than twenty-four (24) hours after receipt of if you are not in agreement with the contents of any trade confirmation/notification from us. In the absence of such notification by you, the trade confirmation/notification will (in the absence of manifest error) be binding on you and constitute conclusive evidence of the transaction to which the confirmation relates.

9 CLEARING, TRADING AND REPORTING

9.1 You acknowledge that PO Capital Markets may be subject to mandatory clearing, trading and reporting rules in respect of the services provided under the Agreement (Clearing, Trading and Reporting Requirements).

9.2 You undertake and agree to provide PO Capital Markets with such information and assistance as is required for us to fulfil our obligations under the Clearing, Trading and Reporting Requirements and acknowledge that:

9.2.1 PO Capital Markets may be required to disclose and retain information about you, transactions entered into and similar information;

9.2.2 PO Capital Markets may make disclosures to trade repositories and any Relevant Authority which could result in anonymous derivative transaction and pricing data being available to the public; and

9.2.3 PO Capital Markets may engage the services of a third-party trade repository for the purpose of meeting the Clearing, Trading and Reporting Requirements. You consent to all disclosures that PO Capital Markets must make in satisfying these obligations and waive any confidentiality that would otherwise restrict this disclosure.

9.3 PO Capital Markets will not be liable for any costs, expenses, disbursements, liabilities, obligations, penalties, claims, demands, actions, proceedings, judgments, suits, losses or damages of whatsoever nature you suffer, including through negligence, as a result of PO Capital Markets complying with its obligations under the Clearing, Trading and Reporting Requirements.

9.4 The Clearing, Trading and Reporting Requirements include obligations in respect of over-the-counter derivatives transactions under:

9.4.1 the Corporations Act, as amended from time to time;

9.4.2 regulations and rules made pursuant to the Corporations Act;

9.4.3 any other applicable law, rule or regulation that mandates reporting and/or retention of transaction and similar information; and

9.4.4 any directives, requests, policies, codes, guidelines, rules, procedures, circulars or other instruments (whether or not having the force of law) made by any Relevant Authority whether in Australia or otherwise.

10 CONFLICTS OF INTEREST

10.1 When we enter into or arrange a transaction for you we, an associated company, or some other person connected with us may have an interest, relationship, or arrangement that is material in relation to the transactions, investments or service concerned and you agree that we shall not be obliged under the Agreement to disclose this to you or to account to you for any profit.

However, our employees are required to comply with a policy of independence and disregard any such interest when entering into a transaction for you.

10.2 You agree that PO Capital Markets is not and will not be a fiduciary of you or your associates, whether because of the Agreement or otherwise.

11 DISCLOSURE

11.1 You consent to disclosure by us to each Relevant Authority, such information relating to services provided to you pursuant to the Agreement as may be requested by them or we may otherwise be required to disclose.

11.2 In the Agreement, Relevant Authority means any relevant governmental, statutory, revenue or other regulatory body, relevant exchange or other trading facility (including any clearing house or market whether or not operated by an exchange), depository or agency whether in the jurisdiction in which you operate or any other jurisdiction, including any such body, depository or agency to whom we have agreed to provide information about or in relation to the you, the Agreement or the services.

12 RELEVANT CLIENT DATA

12.1 In providing the services under the Agreement, we may collect personal data being data relating to an individual. The data that we collect in connection to the Agreement will relate to individuals related to you, including your agents or employees, contract signatories, Authorised Representatives (as defined in clause 14.2) and other representatives of you. You represent that you made those individuals aware of this clause 12 and have their permission for us to collect and handle their data as described here.

12.2 Some relevant data is required for PO Capital Markets to provide you with the service. If personal information is not provided, PO Capital Markets will not be able to provide you with services under the Agreement.

12.3 PO Capital Markets collects data for the purposes of managing the provision of services and to enable us to process service requests, verify details, maintain, and update records, understand your needs and manage our contact with you.

This includes:

12.3.1 accepting requests for brokerage services and delivering these requests;

12.3.2 ensuring that that PO Capital Markets is transacting with you as agreed;

12.3.3 meeting PO Capital Markets regulatory obligations in providing the services, including meeting requests for information from a Relevant Authority, meeting the Clearing, Trading and Reporting Requirements as defined in and set out in clause 12.1 below and complying with anti-money laundering obligations described in clause 13 below; and

12.3.4 engaging in lawful direct marketing activities, whether by email, telephone or otherwise.

12.4 Relevant data may be transferred to a Relevant Authority, a member of the PO Capital Markets or any other third party with whom PO Capital Markets engages directly to enable the provision of services under the Agreement.

13 ANTI-MONEY LAUNDERING

13.1 When PO Capital Markets provides the services to you under the Agreement, PO Capital Markets must comply with its obligations under legislation relating to money laundering and terrorism financing including the Anti-Money Laundering and Counter-Terrorism Financing Act 1606 (Cth) (AML/CTF Act) PO Capital Markets obligations under the AML/CTF Act include ensuring that PO Capital Markets has properly identified all our customers, before providing certain services to them and engaging in ongoing due diligence of our customer's activities in respect of the services that we provide.

13.2 You agree that PO Capital Markets may delay, block, or refuse any request or transaction, including any payment or delivery, without incurring any liability if we suspect the transaction or request:

13.2.1 may breach any laws or regulations that apply in Australia or in any other country, or cause us to breach or participate in any breach of any law or regulation relating to money laundering, terrorism financing or economic trade or sanctions risk including without limitation the AML/CTF Act; or

13.2.2 involves any person (natural, corporate, or governmental) that is itself subject to sanctions or is connected, directly or indirectly, to any person that is subject to sanctions imposed by Australia or any other country including under the Charter of the United Nations Act 1945 (Cth) or the Autonomous Sanctions Act 1611 (Cth) or equivalent legislation; or

13.2.3 may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Australia or any other country.

13.3 You must provide PO Capital Markets with all information, documentation and assistance that we request from time to time in order to manage our money laundering, terrorism financing or economic sanctions risk or to comply with any laws or regulations in Australia or any other country including the AML/CTF Act.

13.4 If you are acting through an agent, PO Capital Markets may require that certain information be provided in respect of your agent so that we can comply with our obligations under the AML/CTF Act including verifying the identity of the agent before providing any services to you.

13.5 You agree that PO Capital Markets may take any action that we believe is necessary to comply with any law relating to money laundering, terrorism financing or economic or trade sanctions including disclosing any information that we hold about you to the Australian Transaction Reports and Analysis Centre, any Australian or foreign law enforcement, regulatory agency or court or to our service providers whether in Australia or outside Australia.

14 AUTHORISED REPRESENTATIVES

14.1 You acknowledge and agree that:

14.1.1 we may execute any orders and instructions of a person PO Capital Markets reasonably believes to have been given by an Authorised Representative;

14.1.2 if there is more than one Authorised Representative, we may act on the instructions of any individual Authorised Representative;

14.1.3 we may require further written Instructions from you about orders and instructions given by an Authorised Representative; and

14.1.4 despite this clause 14, we are not liable in respect of any of your or our acts or omissions in reliance on any order or instruction given by a person we reasonably believe to be you or a person authorised to act on your behalf, and you are bound by and accept the consequences of any such order or instruction, regardless of whether it was properly authorised by you.

14.2 In the Agreement, Authorised Representative means a representative of you.

15 REPRESENTATIONS AND WARRANTIES

15.1 You represent and warrant that:

15.1.1 you have the power, authority and capacity to enter into the Agreement and the transactions contemplated under the Agreement;

15.1.2 your obligations in connection with the Agreement are valid, binding on and enforceable against you;

15.1.3 all information provided by you or as given to us from time to time is true, accurate and complete in every material respect;

15.1.4 you are not relying on any communication (written or oral) by or on behalf of us or any of our related bodies corporate as investment advice or as a recommendation to enter into any transaction or give any order or instruction under the Agreement;

15.1.5 you have consulted in relation to the Agreement, and will consult in relation to transactions entered under it, with your own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent you have deemed necessary and you have made, and will make, your own investment and trading decisions based on your own judgement and any advice from such advisors as you have deemed necessary;

15.1.6 by using the services provided under the Agreement you are not contravening the laws of the jurisdiction in which you reside;

15.1.7 each transaction you enter into under the Agreement will not violate or cause us to be involved in any violation of applicable law including the restrictions on market manipulation and insider dealing contained under the Corporations Act;

15.1.10 all information you have given, or shall give, to us is true and complete as of the date of the Agreement and at the time of any transaction and any changes to such information will be promptly notified to us;

15.2 Each of the representations and warranties in clause 15.1 is deemed to be repeated each time you give us orders and instructions, each time the Agreement is amended and each time payment is made to us under the Agreement. You agree to notify us as soon as practicable if any representation or warranty made by you is incorrect, false or misleading in a material respect.

16 GST

16.1 If you notify us in writing that:

16.1.1 you are not an Australian resident; or

16.1.2 you will not be in Australia at the time the services under the Agreement are supplied by us to you, then you represent and warrant that unless you notify us otherwise, any services which we supply to you will:

16.1.3 be for your sole use and not for the benefit of any third party; and

16.1.4 not be used by you to carry on an enterprise in Australia.

16.2 You agree to indemnify us and keep us indemnified against any GST (including any penalties or interest applied) which is paid or payable by us in providing taxable supplies to you.

16.3 If you have provided your TFN(s), ABN(s) or relevant exemption(s) to us, you authorise us to provide the TFN(s), ABN(s) or relevant exemption(s) to any of our Affiliates in relation to the financial products held or to be held by you.

16.4 All fees specified in the Agreement are exclusive of GST. If any supply made under or in connection with the Agreement is a Taxable Supply, the supplier of the Taxable Supply (Supplier) may increase the fee otherwise provided for by the GST Amount. The Supplier may recover the GST Amount from

the party liable to pay the fee (Recipient), and the GST Amount is payable at the same time the fee is payable, subject to the Supplier issuing a tax invoice (or adjustment note if applicable) to the Recipient. This clause 16.4 does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

16.5 In this clause 16:

16.5.1 GST means goods and services tax, any duty which is or may be levied or become payable under any GST Law in connection with the supply of goods or services;

16.5.2 GST Amount means the amount calculated by multiplying the GST exclusive fee by the prevailing rate of GST;

16.5.3 GST Law has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth); and

16.5.4 Taxable Supply has the meaning set out in the GST Law.

17 LIABILITY

17.1 We, our related bodies corporate, and the directors, officers, employees, representatives and agents of us and our related bodies corporate, shall not be liable for any loss of opportunity whereby the value of your account may have been increased nor for any reduction in the value of your account as a result of market movements.

17.2 Neither we nor any person connected with us nor any of our agents shall be under any liability whatsoever for any loss or damage sustained by you as a result of or in connection with the services to which the Agreement applies and the provisions of the Agreement except insofar as and then only to the extent that such direct loss or damage is caused by our gross negligence, fraud or dishonesty, or any failure to comply with all applicable regulation and legislation, including resulting from or caused by:

17.2.1 you giving orders or instructions under the Agreement or otherwise;

17.2.2 us refusing to act on your orders or instructions;

17.2.3 your default under the Agreement;

17.2.4 anything lawfully done by us, in accordance with the Agreement or at your request;

17.2.5 us complying with or making reasonable efforts to comply with any direction, request or requirement of any applicable law or any regulatory authority or policy or guidance of a regulatory authority;

17.2.6 failure of a financial market; or

17.2.7 any events or circumstances which we cannot reasonably control.

17.3 Except to the extent mandated by applicable law, we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition, or other term, or any duty at

common law, or under the express terms of the Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses, or other claims (caused by negligence or otherwise of PO Capital Markets or our servants) which arise out of or in connection with the provision of the nature of the services provided by us to you and our entire liability and/or in connection with the Agreement shall not exceed the amount of the Fees payable for the provision of the applicable transaction in question.

17.4 We shall not be liable to you or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any obligations in relation to the services provided by us, if the delay or failure was due to any cause beyond our reasonable control.

17.5 You irrevocably and unconditionally agree to indemnify us, and the directors, officers, employees, representatives and agents of us and our related bodies corporate and our agents and to keep us fully and effectively indemnified (whether before or after termination of the Agreement) against any claims, liabilities or expenses of any kind which may be incurred by us as a direct or indirect result of our acting or omitting to act under the Agreement. However, this indemnity shall not apply to any loss or liability arising or resulting from our gross negligence, fraud or dishonesty or any contravention by us of the regulatory rules to which PO Capital Markets may be subject.

17.6 We do not exclude or limit the application of any statute (including the Competition and Consumer Act 1610 (Cth)) where to do so would contravene that statute or cause any part of the Agreement to be void. We exclude all conditions, warranties or terms implied by statute, general law or custom except to the extent that such exclusion would contravene any statute or cause this provision to be void. Our liability for a breach of any provision implied by law which cannot be excluded is limited to an amount not exceeding the sum of the fees paid and payable to us for services provided to you under the Agreement during the relevant financial year.

18 FORCE MAJEURE

We shall not be in breach of our obligations under the Agreement if there is any total or partial failure of performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with market makers for whatever reason, failure of any computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature or late or mistaken delivery or payment by any bank or counterparty or any other reason (whether or not similar in kind to any of the above) beyond our control.

19 TERM AND TERMINATION

19.1 The Agreement shall commence upon you providing instructions to act to PO Capital Markets and subject to a signed copy of the Brokerage Fees Schedule being received by PO Capital Markets and shall remain in full force and effect until terminated in accordance with the Agreement.

19.2 You may terminate the Agreement at any time with 30 days written notice to us subject to you having no outstanding obligation to us. We may terminate the Agreement at any time by written notice to you.

19.3 Termination shall not affect your obligation to settle transactions effected prior to the date of termination and shall not prejudice any right or obligation that may already have arisen. We shall also continue to have the right to disclose information where required to a Relevant Authority.

20 VARIATION TO THE AGREEMENT

20.1 We reserve the right to modify the Agreement from time to time without notice and at our sole discretion. We, shall however, endeavour to provide you with written notice in the event that any significant modifications or amendments have been made to the nature of the Agreement.

20.2 All such modifications, amendments or additions shall be effective on the date of their inclusion within the Agreement and your continued use of our services after any modifications by us shall constitute your acceptance of such modifications, amendments or additions.

20.3 If any provision of the Agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not. This clause does not apply where enforcement of the provision of the Agreement in accordance with this clause would materially affect the nature or effect of the parties' obligations under the Agreement.

21 COMMUNICATIONS

21.1 In relation to any communications provided in connection with the Agreement in electronic form, you acknowledge and agree that:

21.1.1 you consent to receive any such communication electronically including by email (and that you may not receive a physical copy of the relevant communication);

21.1.2 appropriate computer equipment and software, internet access and a specific email address provided and designated by you are required;

21.1.3 internet and email services may be subject to certain information technology risks and disruption;
and

21.1.4 you must:

21.1.4.1 inform PO Capital Markets as soon as practicable upon a change in your designated email address; and

21.1.4.2 save an electronic copy in your own computer storage or print a hard copy of the relevant materials for future reference.

22 GOVERNING LAW

22.1 The provisions of the Agreement, including questions of its validity and construction, shall be governed and construed in accordance with the laws of the State of New South Wales in Australia (New South Wales).

22.2 You agree that the Courts of New South Wales shall have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with the Agreement. Nothing contained in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction.

23 APPENDICES

These core terms are intended to govern PO Capital Markets activities as an introducing broker. If you deal with PO Capital Markets on any of the following basis or in relation to any of the following products the Appendices outlined below shall apply to supplement the relevant provisions of the terms outlined above in respect of such services:

Appendix 1 – applicable to transactions involving any regulated OTC market(s) where PO Capital Markets acts as an introducing broker.

Appendix 2 – applicable where PO Capital Markets supplies pricing data.

Appendix 3 – applicable to transactions where, PO Capital Markets as Introducing Broker, introduces your order to Exchanges.

APPENDIX 1

Applicable to transactions involving securities where PO Capital Markets acts as broker

1 Dealing instructions

1.1 You may communicate your dealing instructions to us in verbally or electronically. If you give us instruction in writing, such instructions must be received by us during normal business hours allowing sufficient time for us to act upon them. You agree that acceptance of an instruction to withdraw or amend an existing instruction is always subject to our receiving the instruction in time for the appropriate action to be taken. You agree that we may in our absolute discretion and for any reason, refuse to

accept an order or any other instruction on your behalf, cancel any order, or generally restrict your ability to trade financial products via PO Capital Markets or and associated companies .

1.2 We shall be entitled to rely on and treat as binding any instructions which we believe to be from you or from your authorised representative(s) (whether received verbally or electronically) and which we have accepted in good faith.

2 Dealing

2.1 When we accept a dealing instruction from you, we will seek to action it as soon as reasonably practicable in the circumstances.

2.2 All dealings with, or for you, are subject to the rules, provisions and usages of the markets, exchanges and associations being used for the trading on your behalf. Where trades are executed on an over the counter basis, PO Capital Markets will be responsible for trade reporting to the appropriate market.

2.3 Where PO Capital Markets has arranged a transaction and given the transaction to a relevant exchange or other trading facility for clearing purposes, you rather than PO Capital Markets will be responsible for transaction reporting.

2.4 If for any reason a conflict or dispute arises between us and you in relation to our services, we will endeavour to resolve these informally. If, however such resolution is not possible and you wish to make a formal complaint, this should be made in writing on a timely basis to our management. Your formal complaint will then be investigated internally.

2.6 In the unlikely event that we aggregate your order with other client orders, the effect of this aggregation may work to your disadvantage on some occasions.

APPENDIX 2

Applicable where PO Capital Markets supplies pricing data:

1 Pricing/revaluation data

We may at the request of certain employees of you agree to provide you with certain pricing data (Data). By accepting and continuing to accept such data you agree to be bound by both of PO Capitals separate "Data Terms" and this Appendix 2 in relation to the supply of Data, for avoidance of doubt both documents constitute the 'Data Supply Terms'

2 Restrictions

2.1 You agree to keep the Data confidential and not to disclose the Data to any entity (a entity being an individual, partnership, company or corporation) other than your own employees who have been made aware of the provisions of this Appendix 2.

2.2 The Data shall solely be used for your own internal purposes and you shall not sublicense, reproduce, or distribute the Data in any manner whatsoever.

2.3 You shall not assign, delegate, or otherwise transfer the limited licence granted to you hereunder in relation to the Data.

2.4 You shall not use or refer to PO Capital Markets name, marks or make any reference to the fact that PO Capital Markets has provided you the Data.

3 Ownership

PO Capital Markets shall at all times retain ownership over any intellectual property rights that may arise or exist in the Data.

4 Exclusions

4.1 The Data is not intended to be relied upon as authoritative or as a substitute for your own judgement.

4.2 The Data is not and should not be construed as an offer, bid, solicitation, or advice in relation to any financial instrument.

4.3 The Data is obtained from sources believed to be reliable and may also be based on opinions, estimates, projections and extrapolations PO Capital Markets judgement.

4.4 PO Capital Markets does not warrant the quantity, quality, or timeliness of the Data.

5 Exclusion of liability

PO Capital Markets does not accept and expressly disclaims any liability whatsoever from any loss, including but not limited to any direct, indirect or consequential loss and because of PO Capital Markets negligence, whether or not such loss is foreseeable and whether or not PO Capital Markets has been apprised of the use to which the Data will be put by you, howsoever arising from the Data's use, the timeliness, its delivery or failure to be delivered at all.

6 Indemnity

You acknowledge and agree that monetary damages may be too difficult to calculate and may not adequately compensate PO Capital Markets in connection with an actual or threatened breach of any of the provisions of this Appendix 2. Accordingly, you hereby expressly waive all rights to raise adequacy of PO Capital Markets remedies at law as a defence if PO Capital Markets Australia seeks to enforce by injunction or other equitable relief the due and proper performance and observance of any of the provisions set out herein.

Notwithstanding the foregoing, PO Capital Markets shall be entitled to pursue any other available remedies at law or equity, including the recovery of monetary damages, with respect to the actual or threatened breach of any of the provisions of this Appendix 2.

APPENDIX 3

Applicable to transactions where PO Capital Markets, as Introducing Broker, introduces your order to Exchanges

1 As part of the brokerage services supplied hereunder, PO Capital Markets will as agreed between the parties and as permitted or required under Applicable Law, act as your Introducing Broker, in which capacity we will introduce Orders to Exchanges (as defined below) which we select in our absolute discretion and identify to you (IB Services). We may mutually agree to amend the scope of IB Services from time to time.

2 For the purposes of this Appendix 3, the following terms shall have the following meanings:

Applicable Law means:

(i) the constitution, by-laws, rules (including rules requiring cooperation in investigatory and disciplinary processes), resolutions, regulations, customs, usages, rulings and interpretations of any applicable Exchange or any DCO, the CEA, the FSMA, MiFID, EMIR, and the rules, regulations, by-laws and interpretations of the FCA and NFA and all applicable governmental acts and statutes and rules and regulations applying to you.

CEA means the United States Commodity Exchange Act, as amended;

CFTC means the Commodity Futures Trading Commission of the United States of America;

DCM shall mean a contract market designated by the CFTC pursuant to Section 5 of the CEA;

DCO shall mean a derivatives clearing organisation registered with the CFTC pursuant to Section 5b of the CEA;

Exchanges means DCMs (including Tera Exchange LLC), SEFs (including Tera Swaps Exchange LLC), FBOTs, where permitted by Applicable

Law, Multilateral Trading Facilities and any other facility for the listing of swaps or contracts of sale for future delivery;

FBOT means a Foreign Board of Trade as registered with the CFTC;

FSMA means the UK Financial Services and Markets Act 2000;

Futures means Exchange-listed trading in contracts of sale for future delivery;

FCM means a futures commission merchant, including a merchant registered with the CFTC pursuant to Section 4d of the CEA;

Introducing Broker means an individual or organisation registered or categorised as such by the NFA;

MiFID means Directive 1604/39/EC of the European Parliament on the markets in financial instruments as amended;

Multilateral Trading Facility means a multilateral trading facility as defined in MiFID;

NFA means the National Futures Association;

Orders means prices, size and any other relevant terms and conditions in Products which you would like to place in the market, on an over-the-counter basis or through the facilities of an Exchange;

Products mean Swaps and Futures and other products as applicable;

SEF means a swap execution facility registered with the CFTC pursuant to Section 5h of the CEA, including Tera Swaps Exchange LLC;

Swaps means over-the-counter and Exchange-listed swap contracts; and

US Person shall have the meaning ascribed to such term by the CFTC for purposes of Title VII of the Dodd-Frank Act, as in force from time to time.

3 You are required under Applicable Law to provide us with certain information (Information) with respect to yourself, affected affiliates or clients (collectively Related Parties), or your or your Related Parties' employees, officers, or representatives (collectively Representatives). We may separately supply you

with a Customer Information Form. It is your responsibility for ensuring that any Information provided to us is complete and accurate in all material respects. You must immediately notify us in writing of any material changes. This responsibility extends to Information provided to us in respect of any Related Party which is or becomes counterparty to a Transaction (as defined below).

4 You consent (for yourself and on behalf of any Related Party) to any Information about you, related parties and any representatives, provided to us being held, both manually and on computer, and being processed for purposes connected with Transactions or otherwise. The Information may be used by us in accordance with Applicable Law. You consent to us transferring Information to any of our (or our affiliates') offices to process on our behalf. Such recipients may be located in the United States of America, the European Economic Area or any other area. You will inform Representatives that their personal information may be used in the manner described above.

5 You understand that our ability to provide the IB Services for the Products is subject to Applicable Law. You agree to enter into Transactions only in strict compliance with the applicable rules of the Exchange on which you are transacting and all Applicable Law applying to you.

6 We shall use diligent and commercially reasonable efforts to, as appropriate; locate counterparties to take the other side of such Orders (the resulting trade, a 'Transaction') and/or to act as your agent for any Orders that you require us to submit to the facilities of an Exchange for execution. You indemnify us and our related bodies corporate against all losses and liabilities arising if we or our related bodies corporate perform any actions under the operating rules of an Exchange.

7 With respect to transactions in Products listed on an Exchange, in addition to serving you as your agent, we may (including by utilising services provided by our affiliates) match transactions off the Exchange's centralised market to the extent permitted by the rules of the applicable Exchange through the execution of block trades, exchange for related positions (EFRP), 'permitted' swap transactions and cross transactions (cross transactions may be subject to a minimum exposure requirement during which the transaction is exposed on the Exchange prior to execution). Additionally, you acknowledge that our ability to offer the IB Services in respect of Products that are not listed for trading on an

Exchange shall be subject to the rules and regulations, as applicable, of the CFTC, the NFA, the FCA, and/or any other government agency or self-regulatory body with jurisdiction over such Products and PO Capital Markets.

8 With regard to any Order provided to PO Capital Markets for a Product listed or otherwise made available for trading on an Exchange, unless you have notified PO Capital Markets to the contrary, you hereby expressly instruct PO Capital Markets to enter any resulting transaction as a block trade if the Order is for a trade size that is equal to or greater than the minimum block size established by the Exchange, the CFTC or other regulatory body (Block Trade). You acknowledge that the Agreement represents a record of your affirmative instruction to PO Capital Markets for each and every Block Trade. Although PO Capital Markets will make reasonable efforts to provide you with applicable minimum Block Trade size requirements, PO Capital Markets is not obliged to provide such information on a regular or continuous basis.

9 You acknowledge and agree that PO Capital Markets does not act as a principal to, or take title to, the Products. PO Capital Markets does not and cannot assess your legal capacity or that of your counterparties to enter into Transactions relating to the Products, assess the creditworthiness of counterparties or guarantee delivery of the Products.

10 You acknowledge that all Transactions in the Products may be subject to pre trade credit checks whereby PO Capital Markets may be required to verify that you have sufficient available credit with your FCM to conduct a transaction. You represent and warrant that prior to agreeing to enter into a transaction, you will have verified that you have sufficient credit available to conduct such transaction. You agree to accept full responsibility for any Transaction effected by PO Capital Markets on behalf of and at your request on an Exchange, notwithstanding that such Transaction may exceed or violate any applicable security or credit controls applicable to you on such Exchange

