

## **TERMS AND CONDITIONS OF DEALING WITH DJ CARMICHAEL PTY LIMITED**

This Transaction Confirmation outlines details of the various contractual obligations and issues subject to:

- (a) The directions, decisions and requirements of the ASX, the ASIC Market Integrity Rules, the ASX Operating Rules, the ASX Clear Operating Rules and where relevant the ASX Settlement Operating Rules and the customs and usages of ASX.
- (b) The correction of errors and omissions.
- (c) The Terms and Conditions that govern a share trading account of DJ Carmichael Pty Limited and those outlined within this confirmation.
- (d) The ASX has the discretion to correct any erroneous trade by canceling or amending any trade that, in its opinion, does not reflect a fair, orderly and transparent market, without reference to the client.

This confirmation is to be taken as a demand for completion as contained in the Terms and Conditions of DJ Carmichael Pty Limited.

DJ Carmichael Pty Limited reserves the right to appropriate credits and all payments received for or from the client, or from buying brokers on account of the client as we think fit, to discharge any amount owed by the client or on any account whatsoever.

Payment is due no later than the third working day after the trade date of this confirmation. If payment is not received by the settlement date, DJ Carmichael Pty Limited reserves the right to levy interest, or other charges, on the outstanding amount.

Pending settlement by the client in accordance with Chapter 7 Corporations Act 2001, DJ Carmichael Pty Limited hereby gives notice that it may deposit the financial product described in this confirmation as security for a loan, if we have received payment for such product on behalf of the client.

### **INDEMNITY**

The client will indemnify, keep indemnified and hold harmless DJ Carmichael Pty Limited from all claims, losses, actions, demands amounts, proceedings, liabilities, damages and costs (including legal costs on a solicitor and client basis) whatsoever and howsoever arising, paid, suffered or incurred by DJ Carmichael Pty Limited directly or indirectly arising out of, or in connection with undertaking the client's instructions in respect to any purchase or sale of financial products, or any failure of the client to strictly comply with the provision of this confirmation or otherwise.

**Please advise us of any change in your address, email or telephone numbers in writing.**