

Barrenjoey[®]

Fixed Income Execution Disclosure

Barrenjoey Markets Pty Limited

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Fixed Income Execution Disclosure

1 Purpose

The purpose of this disclosure is to provide you with some clarity regarding your relationship with Barrenjoey Markets Pty Limited (ABN 66 636 976 059 and Australian Financial Services Licensee no.521800) and its related bodies corporate from time to time ('Barrenjoey', 'we', 'our', 'us') when trading in fixed income products.

We ask that you read this disclosure carefully as it provides you with information on our standard business practices when transacting with you. It should be read in conjunction with our [Terms of Business, Conflicts of Interest Disclosure](#), and any other applicable terms of dealing in place between us. This disclosure may be updated from time to time to address changing regulatory, industry and other developments. The current version of this disclosure is available on our [Website](#).

Barrenjoey is a market maker of Australian dollar and New Zealand dollar fixed income products and transacts in other fixed income products. We are committed to acting with integrity and in accordance with laws, rules and best practices published by relevant international bodies.

2 Managing conflicts

While conducting market making activities, Barrenjoey may encounter scenarios that give rise to competing interests between you and Barrenjoey or you and Barrenjoey's other counterparties.

Barrenjoey is committed to managing conflicts of interests appropriately. Barrenjoey staff are trained to recognise conflicts of interests and must adhere to policies and procedures that address handling conflicts to ensure fair outcomes for clients, or where that is not possible, avoiding the conflict, in accordance with our [Conflicts of Interest Disclosure](#).

3 Trading as principal

Unless otherwise agreed, Barrenjoey acts as principal when trading in fixed income markets. This means that we act on an arm's length basis and for our own account in our transactions with you.

We do not act as your broker, agent, fiduciary, advisor or in any similar capacity, nor do we undertake the duties that an entity acting in those capacities would ordinarily perform.

As set out in our [Terms of Business](#), Barrenjoey provides general advice only and does not take into account your particular investment objectives, financial situation or investment needs. You are expected to have independently evaluated the appropriateness of a transaction based on your own circumstances and assessment of the merits of any transaction.

4 Market Making

As a market maker, Barrenjoey offers prices in a variety of fixed income products on a regular basis.

In doing so, Barrenjoey may trade prior to or alongside your transaction or another counterparty's transaction or may modify and/or terminate positions or otherwise trade for our own account to facilitate executions with other counterparties, to manage risk, to source liquidity or for other reasons.

Market making and associated hedging activities can affect the prices we offer you in a transaction and the level of liquidity necessary to execute your orders. Our market activity can also trigger stop loss orders, barriers, knock-outs, knock-ins and similar conditions. In conducting these activities, Barrenjoey aims to act reasonably to avoid undue market impact as is practicable in the circumstances.

Barrenjoey may also receive requests for quotes and multiple orders for the same or related financial products. Acting as principal, Barrenjoey may seek to satisfy the requests of all its counterparties and its independent risk management objectives, but it retains discretion with respect to how to satisfy its counterparties, including with respect to order execution, aggregation, priority and pricing. Barrenjoey may decline to trade with you or accept an order from you.

5 Pre-Hedging

Following receipt of an order or an indication of interest from you that is likely to result in a transaction, Barrenjoey may engage in pre-hedging and hedging activities to manage the risk arising from the transaction and to facilitate your transaction. Barrenjoey retains discretion to determine how, when and where to pre-hedge or hedge. When deciding whether to undertake these activities, Barrenjoey may consider internal and external sources of liquidity, the size of any order and likely impact of the activity on the market.

We will employ our professional judgement to undertake any pre-hedging activity in a manner that is designed to minimise market impact and avoid any disadvantage to you. In some circumstances it might transpire that such hedging activity does disadvantage you and we may profit from the hedging activity.

6 Reference price transactions

Barrenjoey may agree transactions with you in which the price or value of the transaction is linked to a reference price. Whilst these transactions can help you remove the uncertainty between an execution price and a future reference price, you can still be exposed to the risk of adverse price movements which may result from Barrenjoey continuing to execute transactions in the market, including hedge transactions, prior to the reference being determined¹.

As a result, reference price transactions can create conflicts of interest between you and Barrenjoey. To manage this, Barrenjoey has internal policies to ensure counterparties are treated fairly during these transactions. Our policies include approval requirements for bespoke or non-market standard reference rates and expectations that any hedging should be solely aimed at risk mitigation, take into account any undue pressure it may have on the reference price, and never be conducted for the purpose of influencing or manipulating the reference price.

7 Pricing

All prices quoted by Barrenjoey are indicative, unless otherwise stated as a firm price. Unless we inform you otherwise, prices offered to you by Barrenjoey are all-in prices which are inclusive of mark-up.

Mark-up is the spread or charge that may be included in the final price of a transaction to compensate Barrenjoey for risks taken, costs incurred and services provided to you.

When considering the mark-up to be applied to a transaction with you, Barrenjoey will consider a variety of factors including trade size and complexity, market conditions at the time the price is determined, our relationship with you, our risk management requirements, the execution venue and any other costs relevant to the transaction.

As a result, each mark-up is determined using our discretion and tailored to an individual client, which means that different clients may receive different prices for the same or similar transactions.

Barrenjoey has internal policies in place to ensure that mark-ups are fair and reasonable. Our staff are required to act fairly and professionally when determining mark-ups. While Barrenjoey is not obliged to disclose the exact amount of mark-up applied to a particular transaction with you, our staff must not misrepresent any aspect of a mark-up to you.

8 Confidential Information Handling

Protecting counterparty information is of utmost importance to us. Barrenjoey has policies, procedures and controls in place to protect counterparty information.

Confidential information that you disclose to us, including your orders or trading intentions, is not provided to other Barrenjoey divisions or staff or to our third party agents, intermediaries or licensees unless there is a legitimate reason to do so, such as, to enable the provision of services to you and where they have agreed to keep such information confidential. Nevertheless, as Barrenjoey trades with you on a principal basis, we may use information about your orders or transaction requests (but not your identity) to facilitate your transaction by sourcing liquidity in the market or to manage the risk associated with the transaction.

¹ It should be recognised that some price pressure might be expected as risk is passed, particularly for large transactions or transactions in less liquid markets.

We may also be required to pass on information regarding our counterparties and their transactions externally to regulators and third parties such as trade repositories as required by relevant laws and regulations.

Following execution, your transaction data may be analysed on an individual and aggregate basis and used for various internal purposes, including for business strategy, to determine market interest or your interest in a potential transaction or issuance, counterparty risk management, sales coverage, relationship management or to enhance our pricing methodology so long as there is no disadvantage to you.

Barrenjoey may also analyse, comment on and disclose appropriately aggregated and anonymised information about counterparties' executed transactions, along with other relevant market information, internally or to third parties, as market colour.

Your communications with Barrenjoey staff may be recorded by us in order to retain evidence of transaction requests and to monitor compliance by Barrenjoey staff with Barrenjoey policies.

9 Bond Auctions

Barrenjoey participates in government and semi-government bond tenders as principal. When you ask us to submit a bid on your behalf in a bond auction, we may also be submitting bids for other clients or for our own account at the same time.

To mitigate potential conflicts of interest, Barrenjoey has in place policies, procedures and controls to segregate information on client bids from trading staff who are bidding for Barrenjoey's account. If Barrenjoey traders need to have access to information regarding your bond auction order, for example, to manage the risk associated with a non-conforming bid from you, you will be advised of this either verbally or in writing when you place the order.

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