



CLIENT SERVICES AGREEMENT



ABN 34 006 684 411 AFS Licence No. 246970
Participant of ASX Group
Level 12, 99 William Street, Melbourne VIC 3000
PO Box 591 Collins Street West, Victoria 8007
Telephone: (03) 9629 5422 Facsimile: (03) 9621 1463

Client Services Agreement

Welcome to Lands Kirwan Tong Stockbrokers

The Financial Services that Lands Kirwan Tong Stockbrokers Pty Limited (LKT) provides under its AFS Licence numbered 246970 are detailed in our Financial Services Guide (FSG). If you wish to receive any of those services, you will need to complete a Client Services Agreement together with any additional documents which may be required.

If after reading the Client Services Agreement you have any queries, please do not hesitate to contact us.

CHESSE Participant Sponsorship Agreement

In addition, we are pleased to offer you the opportunity to become a Participant Sponsored Holder through Lands Kirwan Tong Stockbrokers Pty Limited (LKT). The benefits of Participant Sponsorship include efficient settlement and registration of holdings, and having only one Holder Identification Number (HIN) for all your holdings, so that it is easier for you to keep track of your actual holdings.

Before proceeding, we recommend you review the information available on ASX's website, at:

- http://www.asx.com.au/investor/pdf/Chess_bro.pdf, and
- http://www.asx.com.au/investor/shares/how/chess_faq.htm.

Should you require any further explanation, or if you have any queries regarding Participant Sponsorship, please contact us.

To become CHESSE Participant Sponsored by LKT, please complete Section D, selecting "I/We wish to be CHESSE Participant Sponsored with Lands Kirwan Tong Stockbrokers Pty Limited." We draw your attention to the fact that a separate HIN is required for each different Account name. Also, for each HIN, Participant Sponsored registrations must be in the name of the Account (i.e. we are not able to accept alternate registration details).

After we have allocated a Holder Identification Number (HIN), we will return one original Client Services Agreement to you, which will include the Participant Sponsorship Agreement and holder details.

Should you wish to convert any holdings which are not Participant Sponsored (for example Issuer Sponsored Holdings) to Participant Sponsored, please return the relevant Issuer Sponsored Statements together with the enclosed Participant Sponsorship Agreements and we will arrange for these to be converted to Participant Sponsored Holdings. Again, we draw your attention to the fact that to convert to Participant Sponsored, the registered name on the Issuer Sponsored Statement must be the same as on the corresponding Participant Sponsorship Agreement.

How to complete the Client Services Agreement

Please ensure you read this document carefully prior to completing and signing the various sections and other forms in this Client Services Agreement.

Please follow the instructions below when completing the Client Services Agreement.

- Only one Account can be operated by each Client Services Agreement.
- Please read our Financial Services Guide, our Trading Terms and Sponsorship Terms.
- Please complete section D to elect whether or not you wish to become CHESSE Sponsored by Lands Kirwan Tong Stockbrokers Pty Limited.
- For each Account Holder and Authorised Person, please provide copies of appropriate identification documentation.
- We may require you to complete other agreements with LKT for specific services including, for example, Derivatives.

Account type**Sections to be completed****Mandatory Sections for Completion:**

Individual or Joint Individuals	A, B, D, E
Company	A, C, D, E, G, H
Trust – individual trustee(s)	A, B, D, E
Trust – corporate trustee	A, C, D, E, G, H
Superannuation Fund – individual trustee(s)	A, B, D, E
Superannuation Fund – corporate trustee	A, C, D, E, G, H
Partnership – individual partners	A, B, D, E
Partnership – corporate partnership	A, C, D, E, G, H

Additional Sections for Completion:

Appointment of Authorised Person to operate the Account Individual or joint individual	F
Company	G
Deed of Guarantee and Indemnity for Directors of Company	H
Change of Sponsoring Participant	I
Direct Credit of Proceeds of Account	J
Documentation via Email Authority	K

Examples of Acceptable Registration Name

Account Type	Details	Examples
Individual	Use full name (not initials)	Mr John David Smith
Joint ¹	Use each party's full name (max. 3)	Mr John David Smith + Mrs Jane Ann Smith
Company ²	Use full company name	ABC Company Pty Ltd
Partnership (individual) ³	Use partners' full names	Mr John David Smith + Mrs Jane Ann Smith <Smith Partnership A/C >
Partnership (company) ⁴	Use company's full name	Smith & Co Pty Limited <Smith Partnership A/C >
Superannuation Fund ⁵	Use trustee's full name(s) or full company name	Mr John David Smith <Smith Super Fund A/C> ABC Company Pty Ltd <Smith Super Fund A/C >
Trust ⁵	Use trustee's full name(s) or full company name	Mr John David Smith <Smith Family A/C > ABC Company Pty Ltd <Smith Family A/C >
Minor ⁶	Use full name(s) of custodian(s)	Mr John David Smith <Junior Smith A/C >
Margin Lending	Use full name(s) or full company name	Mr John David Smith <Smith Margin A/C >

Explanation and Notes:

1. Joint Accounts: Lands Kirwan Tong Stockbrokers Pty Limited will accept Instructions from any of the joint Account Holders or Authorised Persons. Transactions will be registered in all Account Holder names per the Client Services Agreement.
2. Corporate Accounts: All persons authorised to give Instructions on behalf of the company must sign the Application and provide personal details.
3. Partnership Accounts (individual partners): Each partner should be listed as a joint holder, with an account designation of <Partnership A/c>. Instructions will be accepted by any of the partners.
4. Partnership Accounts (corporate partnership): The company should be listed, with an account designation of <Partnership A/c>.
5. Superannuation Fund, Family Trust: The Client Services Agreement Form must be completed by the legal trustee (individual(s) or company), and in accordance with "acceptable registration name" as detailed above. Please note the words "trust" or "trustee" should not be used, but the words "Account" or "a/c" may be used.
6. Minors: Whilst minors are not prohibited from owning Financial Products, there are some practical difficulties in registration of Financial Products, including the constitutions of some companies which specifically restrict the registration of minors. Accounts for minors should be registered in the name of the parent(s) or guardian(s), with the name of the minor being recorded as an account designation.

Identification Details:

Prior to establishing and operating an Account, we will need to confirm the identity of all individuals listed as Account Holders or Authorised Persons. Acceptable identification documents include for example a photocopy of one form of identification, including a birth certificate, extract of birth, international travel document (such as current Passport or Residency Permit), Citizenship Certificate, or permit (with photograph identification) such as a driver's licence.

Terms & Conditions (“Trading Terms”)

Account with: Lands Kirwan Tong Stockbrokers Pty Limited (ABN 34 006 684 411).

By requesting Lands Kirwan Tong Stockbrokers Pty Limited (“LKT”) to open an Account to enable the Account Holder (“you”) to be provided with Financial Services, you agree to enter into an Agreement with LKT and to be bound by the following terms and conditions (“Trading Terms”) as they may be amended or varied from time to time.

1 INTERPRETATION

1.1 Definitions

“ACH” means Australian Clearing House Pty Limited (ABN 48 001 314 503).

“Account” means an account established on your behalf with LKT and operated in accordance with these Trading Terms.

“Account Holder” means the person or entity in whose name the Account has been established.

“Agreement” means this Agreement comprising the Client Services Agreement Form, and the Trading Terms as amended from time to time.

“ASIC” means Australian Securities & Investments Commission (ABN 86 768 265 615).

“ASTC” means ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 503 532).

“ASX Group” means the Australian Stock Exchange Limited (ABN 98 008 624 691) and its subsidiaries and controlled entities, or its successors from time to time;

“ASX Group Rules” means the rules and regulations of the ASX Group.

“Authorised Person” means a person listed as an authorised person or who has become an authorised person in accordance with clause 7.

“Bank Account” means your bank account in Australia as described in the Client Services Agreement Form.

“Business Day” means any day other than a Saturday, Sunday, New Year’s Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and any other day which the ASX Group specifies is not a Business Day, or as otherwise defined by the ASX Group Rules.

“Client” means the Account Holder.

“Client Services Agreement Form” means the Client Services Agreement Form set out in this Agreement.

“Contact Person” means a natural person who is an Account Holder or Authorised Person.

“Corporations Act” means the *Corporations Act 2001 (Cth)*.

“Deal”, “Dealings” has the meaning given to that term in Division 4 of Part 7.1 of the Corporations Act.

“Default Fee” means the fee that shall be applied to your Account in the event that a debit amount is outstanding after the Settlement Date.

“Financial Product” means any Financial Product as defined in Division 3 of Part 7.1 of the Corporations Act.

“Financial Product Advice” has the meaning given by section 766B of the Corporations Act.

“Financial Service” has the meaning given to that term in Division 4 of Part 7.1 of the Corporations Act and includes but is not limited to those services as set out in LKT’s FSG and pursuant to clause 2 of this Agreement.

“GST” means the goods and services tax detailed in the *A New Tax System (Goods and Services Tax) Act 1999*, and any related Acts or any similar tax.

“HIN” means the Holder Identification Number or numbers issued to you in respect of any given holding of Financial Products through CHESS Participant Sponsorship.

“Holding Statement” means the statement sent to you by the Registry updating your holding as a result of movement in your holding(s) of Financial Products.

“Instruction” has the meaning given to that term under Clause 10 of this Agreement.

“LKT” means Lands Kirwan Tong Stockbrokers Pty Limited (ABN 34 006 684 411) and its employees and authorised representatives.

“Registrar” means the particular share registry which maintains the register of Financial Product holders for the particular Financial Product that is to be traded by you pursuant to this Agreement.

“Relevant Personal Information” means the Account’s individual investment objectives and personal circumstances.

“Representative” means

- (a) a representative of LKT who provides Dealing and advisory services (an adviser); or
- (b) an employee, representative or agent of LKT who provides Financial Services; or
- (c) an employee, representative or agent of LKT who provides clearing, settlement or custodial services.

“Rules and Regulations” means the rules, laws, and regulations, and customs of usages, of the Financial Services industry.

“Settlement” means completion of a Transaction.

“Settlement Date” means the date and time by which a Transaction must be settled.

“Trade Confirmation” (confirmation or contract note) means a confirmation or other written notification informing you of a Transaction on your Account.

“Transaction” means a transaction effected or to be effected by LKT pursuant to your Instructions.

1.2 In this Agreement, unless otherwise stated:

- 1.2.1 references to “LKT”, “we”, “us” and “our” are to Lands Kirwan Tong Stockbrokers Pty Limited (ABN 34 004 684 411) (including its successors and assigns);

- 1.2.2 references to "you" and "your" are references to the Client, including the Client's administrators, executors and successors;
- 1.2.3 references to "person" or "Client" includes a natural person and any body or entity whether incorporated or not;
- 1.2.4 words in the plural include the singular and vice versa;
- 1.2.5 headings are inserted for convenience only and shall be ignored in construing this Agreement;
- 1.2.6 expressions referring to writing shall be construed as including references to words printed, typewritten, produced by facsimile or otherwise traced, copied or reproduced;
- 1.2.7 references to the Rules and Regulations and to the Corporations Act are references to them as amended, supplemented or replaced from time to time;
- 1.2.8 terms used in this Agreement have the meaning given to those terms under the Sponsorship Agreement, Corporations Act or Rules and Regulations (as applicable) unless otherwise indicated.

2 SERVICES TO BE PROVIDED

- 2.1 Lands Kirwan Tong Stockbrokers Pty Limited ABN 34 006 684 411 ("LKT") agrees to provide some or all of the Financial Services set out in its FSG on the Trading Terms set out in this Agreement.
- 2.2 The provision of Financial Services offered by LKT are subject to these Trading Terms.
- 2.3 Where you are notified of additional or alternative terms and there is inconsistency between these Trading Terms and those additional or alternative terms, those additional or alternative terms prevail.

3 THE ACCOUNT

- 3.1 LKT may, upon approval, and following your completion of a Client Services Agreement form, open an Account for you, in your valid name.
- 3.2 LKT is not obliged to accept you as a Client or to provide you with an explanation for refusing your application.
- 3.3 Where there is more than one Account Holder who is a party to this Agreement:
 - 3.3.1 each Account Holder is jointly and severally bound by this Agreement;
 - 3.3.2 LKT may act on the Instructions of any one Account Holder or Authorised Person, unless we receive acceptable written notice to the contrary;
 - 3.3.3 notice to any one party is sufficient notice to all such parties; and
 - 3.3.4 each party is deemed to have knowledge of all actions of all other parties who are authorised to issue Instructions on the Account.

4 REQUIREMENT FOR PARTICIPANT SPONSORSHIP

- 4.1 LKT may require you to be Participant Sponsored through LKT prior to accepting an Client Services Agreement or at any time during the operation of the Account.

5 YOUR DETAILS

- 5.1 You warrant that all information provided by you in your Client Services Agreement Form is complete and correct and is not misleading, and agree that we may rely on that information unless and until we receive written notice of any change signed by you. Any such varied information will be covered by this warranty.
- 5.2 You agree to provide us with written notification of any changes to the details of your Account including (but not limited to) changes to your:
 - 5.2.1 residential/postal address;
 - 5.2.2 name;
 - 5.2.3 Authorised Person(s);
 - 5.2.4 contact telephone numbers, e-mail addresses, facsimile numbers;
 - 5.2.5 bank account details;
 - 5.2.6 Instructions to settle Transactions; and
 - 5.2.7 any other information relevant to the proper operation and maintenance of your Account.
 You acknowledge that failure to do so may result in liabilities arising pursuant to this Agreement.

6 GST STATUS

- 6.1 If you notify us that:
 - 6.1.1 you are not an Australian resident; or
 - 6.1.2 you will not be in Australia at the time that the Financial Services are supplied by us to you,
 you represent and warrant that unless you notify us otherwise, any Financial Services which are supplied by us to you will:
 - 6.1.3 be for your sole use and not for the benefit of any third party; and
 - 6.1.4 not be used by you to carry on an enterprise in Australia.
- 6.2 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.

7 AUTHORITY TO OPEN AND OPERATE ACCOUNT

- 7.1 You represent and warrant that you have the authority and power necessary to operate an Account with us under

these Trading Terms, and that you will comply with all applicable laws.

- 7.2 If you are an individual, you warrant that:
- 7.2.1 you are over the age of 18; and
- 7.2.2 you are otherwise legally competent to enter this Agreement and to exercise the rights and perform the obligations under this Agreement; and
- 7.2.3 the name in which the Account is operated is the name by which you are generally known and not an alias; and
- 7.2.4 you are not an employee of another Participant of the ASX Group.
- 7.3 If you are a trustee, you warrant that
- 7.3.1 you have full power and authority to enter into this Agreement and to exercise the rights and perform the obligations under this Agreement; and
- 7.3.2 you can be indemnified out of the assets of the trust for all liabilities incurred under this Agreement; and
- 7.3.3 this Agreement will bind you in both a personal capacity and in your capacity as trustee.
- 7.4 If you are a corporate entity, you warrant that
- 7.4.1 you have full power and authority to enter into this Agreement and to exercise the rights and perform the obligations under this Agreement; and
- 7.4.2 you are duly incorporated and existing.
- 7.5 You agree to take responsibility for the activities conducted through the Account and recognise the confidential nature of, and agree to keep confidential, the Account details and all information supplied under this Agreement including, without limitation, your HIN. You acknowledge you are solely responsible for any fraudulent, illegal or otherwise inappropriate Dealings on your Account which you cause to occur, and agree to indemnify LKT in this regard.
- 7.6 The Account may be operated by you or your Authorised Persons only and, subject to this Agreement, LKT will only be required to accept Instructions from you or your Authorised Persons.
- 7.7 You acknowledge it is your responsibility to ensure that any Authorised Person complies with the Trading Terms of this Agreement. You acknowledge that you bear responsibility and liability for all Instructions issued on your Account by any Authorised Person.
- 7.8 The list of Authorised Persons may be varied by your giving to LKT written notice of the new, or additional, Authorised Persons. Such notice must specifically refer to this Agreement, be signed by all persons constituting you in the same manner as you sign this Agreement (or as otherwise required by law) and also by the new, or additional, Authorised Person so as to evidence their familiarity with, and agreement to comply with, this Agreement. Until such time as LKT has actually received a written revocation from you of any Authorised Person's appointment and authority, LKT will be entitled to rely and act upon the Instructions of that Authorised Person.

8 USE OF ACCOUNT FOR OWN PURPOSES

- 8.1 You warrant you will use the Account for trading on your own behalf only and for the subsequent settlement of Transactions and matters ancillary to the holding of Financial Products and your funds.

9 NON DISCRETIONARY ACCOUNT

- 9.1 You acknowledge that the Account is a non discretionary Account and that we will not act on a discretionary basis on your behalf except with respect to price and timing of execution.

10 INSTRUCTIONS

- 10.1 This Agreement applies to all Instructions issued by you in relation to:
- 10.1.1 Dealings in Financial Products including Instructions (orders) to buy, sell, cancel or amend;
- 10.1.2 arranging Dealings in Financial Products;
- 10.1.3 all Transactions in Financial Products which we undertake on your behalf;
- 10.1.4 your CHES Participant Sponsored holdings (if applicable); and
- 10.1.5 your Account in general, including but not limited to
- 10.1.5.1 payment Instructions including transfer of funds,
- 10.1.5.2 applications relating to capital raisings,
- 10.1.5.3 acceptance of takeovers,
- 10.1.5.4 off-market transfers,
- 10.1.5.5 other administrative matters related to the operation of the Account.
- 10.2 LKT will accept Instructions either in writing (by letter or facsimile signed by an Account Holder or a Contact Person), by telephone, by personal attendance at our offices or in such other manner as LKT agrees with you. The provisions of clause 37 (Notices) shall apply to the deemed time of receipt of any written Instructions.
- 10.3 LKT is under no obligation to verify the authenticity of any Instruction or purported Instruction from any person that LKT reasonably believes to be an Authorised Person and may act on any Instruction without further enquiry or delay. However, LKT may, in its discretion, ask you or any Authorised Person to recite the personal information of the Account, Account Holder or Contact Person.
- 10.4 LKT reserves the right not to act on a particular Instruction given, or purported to be given, by you or an Authorised Person for any reason whatsoever, and may defer action or seek further information as LKT sees fit. In any such event, LKT will not be liable for any price movements or fluctuations (including insufficient buyers / sellers at a relevant price level to effect a transaction) or any other loss, cost or expense suffered or incurred by you as a result of LKT not acting on that Instruction. For example, we may

decline to act on your behalf:

- 10.4.1 where we believe the transaction would result in no change of beneficial ownership;
 - 10.4.2 where we believe the transaction would have the effect, or is likely to have the effect of creating a false or misleading appearance of active trading in any securities or with respect to the market for, or the price of, any securities;
 - 10.4.3 where we believe the transaction would not be consistent with an orderly market;
 - 10.4.4 where we believe the Instructions are ambiguous, incomplete or unclear.
- 10.5 We may refuse to accept and/or execute Instructions to Deal on your behalf or may only Deal on your behalf on such conditions as determined by us from time to time. If we impose such conditions, you must comply with them.
- 10.6 You agree that all orders placed on the Account will be considered open until completed, cancelled, or lapsed, or the listing of the Financial Product is suspended. We are not obliged to seek re-confirmation of your Instructions if an order is outstanding and has not been cancelled by you. Other than time limit orders, orders have no expiry date or time. Orders are not automatically cancelled or lapsed after a period of time. LKT does not warrant that it will be able to notify you of price sensitive announcements, whether or not you have outstanding Instructions.
- 10.7 Amendment or cancellation Instructions can only be accepted if the transaction remains unexecuted (in whole or in part). If you issue an amendment or cancellation Instruction and the transaction is executed in whole or in part prior to LKT being able to effect those amending or canceling Instructions, you will be responsible for the execution of that transaction according to the original Instructions and be obliged to accept them.

11 STOP LOSS ORDERS

- 11.1 LKT does not accept contingent orders to limit losses while maintaining a position ("stop loss orders") under any circumstances.

12 RESPONSIBILITY FOR ACCOUNT

- 12.1 You agree you are solely responsible for any losses or damages incurred, for any reason whatsoever, as a result of any actions taken in relation to the Account by LKT in accordance with this Agreement or the Rules and Regulations in the event that LKT is not able to contact you (for any reason whatsoever) within a reasonable timeframe.
- 12.2 You agree you are contractually bound to satisfy by Settlement Date (or other specified date) all obligations which arise from effecting any Instruction placed on your Account by you or an Authorised Person irrespective of the accuracy of such Instruction or whether you have any actual knowledge of any such Instruction.
- 12.3 You agree you will be liable for any losses incurred, without exception, as a result of you issuing duplicate or multiple Instructions.

- 12.4 In relation to Accounts linked to a third party margin lending facility you are solely responsible for:
- 12.4.1 all Instructions placed on the Account;
 - 12.4.2 all Settlement obligations arising in relation to your Account irrespective of whether the margin lender is able to deliver sufficient Financial Products or monies to satisfy your obligations by Settlement Date;
 - 12.4.3 any over-sold positions on the Account;
 - 12.4.4 any margin calls or other prompt action required; and
 - 12.4.5 payment of all monies owed on the Account irrespective of whether the margin lender will loan you these monies.
- 12.5 You agree not to issue any Instructions to sell Financial Products to which you do not have valid title. We may accept Instructions to short sell approved Financial Products upon formal agreement with us.
- 12.6 You acknowledge that you cannot rely on your lack of awareness and/or lack of understanding (or lack of awareness and/or understanding of any person authorised to issue Instructions on your behalf) of this Agreement (or variations thereto) and/or the Rules and Regulations as a defence to any failure to satisfy your obligations under this Agreement.

13 EFFECT OF DEATH OR INCAPACITY

- 13.1 You agree that, if you are an individual, that:
- 13.1.1 if you should die during the term of this Agreement, your personal representative(s) will ratify and confirm all acts and things which we have lawfully done or caused to be done pursuant to this Agreement between the date of your death and receipt by us of notice of it and will indemnify us in respect of these acts or things; and
 - 13.1.2 the authority which you have conferred on us by this Agreement will continue to operate and have full force and effect notwithstanding that you may subsequently become incapable.

14 SETTLEMENT OBLIGATIONS

- 14.1 Unless LKT agrees in writing:
- 14.1.1 all settlement obligations are due and payable in Australian currency; and
 - 14.1.2 all currency exchange risks in respect of your Transactions will be borne by you. Any conversion from one currency to another required to be made by us to perform or enforce any Transaction may be effected by us in the manner and at the time as we in our absolute discretion decide.
- 14.2 Settlement is due by the Settlement Date and no derogation is permitted.
- 14.3 In addition to these Trading Terms, you agree you will comply with any Settlement obligations, terms and conditions specified on any Trade Confirmation.

14.3.1 If you purchase Financial Products on a "deferred" settlement basis, LKT may require settlement at an earlier date and time and request that you provide payment prior to the settlement date scheduled by the ASX. This earlier Settlement Date will be as specified on your Trade Confirmation or by other notice.

14.3.2 LKT may apply other conditions to your Account, with which you are obliged to conform.

14.4 You agree not to issue any Instructions to Deal on your Account where you do not have the means to satisfy the Settlement obligations pertaining to each transaction by the Settlement Date.

14.5 Without limiting any of our rights and remedies set out elsewhere in this Agreement, where in respect of any Transaction you shall fail to make any payment or delivery on the due date or to take any delivery when required to do so under a Transaction, LKT may (but is not obliged to):

14.5.1 cancel any outstanding orders or contracts or any other commitment made on your behalf or with you;

14.5.2 borrow and/or purchase Financial Products in order to settle a Transaction, and you shall be liable to LKT for all costs and liabilities incurred as a result;

14.5.3 close your Account so that any outstanding balance becomes immediately due and payable;

14.5.4 apply any applicable administration and/or default fee; and

14.5.5 terminate this Agreement forthwith.

15 DELIVERY OF FINANCIAL PRODUCTS BY YOU

15.1 You shall deliver to LKT all necessary documentation and information to settle a sale Transaction by the due date specified on the Trade Confirmation.

15.2 If you do not deliver all documentation and information by the due date or if any documentation or information is at variance with the details on the Trade Confirmation, LKT may (but is not obliged to):

15.2.1 buy back Financial Products of the same type as those for which all necessary documentation and information was not delivered and retain any profit on the buy back; or

15.2.2 borrow the Financial Products on your behalf; or

15.2.3 allow the Transaction to remain unsettled; and

15.2.4 you shall be liable to LKT for all costs and liabilities incurred as a result, and

15.2.5 you shall be liable to LKT for any adjustments to the holding as a result of your non-settlement, including but not limited to adjustments for new issues, capital reconstructions, and dividends.

15.3 Proceeds from the sale of Financial Products will not be paid to you or otherwise be available to cover any other obligations owed by you until the latter of:

15.3.1 Settlement Date as specified on the Trade Confirmation issued to you; or

15.3.2 Settlement has been effected by the delivery of valid Financial Products.

16 PAYMENT BY YOU

16.1 Where you have purchased Financial Products, you must pay for such purchase by the date and time specified by the Trade Confirmation.

16.2 You must pay:

16.2.1 all brokerage, fees, taxes, stamp duties, charges, losses and any other liabilities incurred, levied or otherwise arising in connection with each and every Dealing in Financial Products undertaken on your behalf pursuant to this Agreement;

16.2.2 any agency fees and other charges incurred in effecting a third party Transaction on your behalf;

16.2.3 any charges or penalties imposed by a third party or by a stock exchange including, without limitation, charges or penalties imposed as a result of late or non-delivery of scrip, holder identification particulars or any other information or requirements; and

16.2.4 any dividends, distributions and capital repayments which you have received but are not entitled to.

16.3 We do not accept any payment in cash. You must provide payment by way of a personal or bank cheque, BPay, Telegraphic Transfer, draw-down authority on a cash management trust account, or by other method agreed between LKT and you.

16.4 Any Transaction, unless agreed otherwise, must be settled in Australian dollars, even where the Transaction is effected in an international currency. The exchange rate will be specified on the Trade Confirmation.

17 PAYMENT UP-FRONT

17.1 Before effecting any buy Transaction LKT may, in its discretion, require you to put the Account in funds up to an amount equivalent to the full amount of the purchase price or other consideration for the Transaction, together with the amount of any applicable fees and charges payable on the Transaction. LKT shall be entitled not to act on any Instructions where you fail to put the Account in funds having been requested by LKT to do so.

18 INTEREST ON ACCOUNT

18.1 LKT will not pay interest on any money held on your behalf. Subject to clause 15.3, LKT will not hold funds in trust after settlement date, except where such funds are required for the payment of an outstanding purchase, or in certain circumstances such as an Instruction is pending. You hereby waive any entitlement you may have to such interest as part of the consideration for our agreeing to open an Account for you.

19 PAYMENT TO YOU

- 19.1 Subject to clause 15.2, LKT will make payments owing to you under this Agreement in accordance with your written directions. Payment to any person / party as directed in accordance with this clause discharges our obligations in respect of amounts owing to you in respect of that amount.
- 19.2 You acknowledge and accept that at LKT's discretion we will not make payment in respect of any credit balance of \$22.00 or less, and that if such credit balance remains in your Account in excess of 30 days it will be written off without notice. You are not able to claim against LKT for any amounts written off pursuant to this clause.

20 FAILURE TO SETTLE

- 20.1 For the purposes of this Agreement:
- 20.1.1 valid payment is the receipt of clear funds by LKT;
- 20.1.2 any dishonour or other non-clearance of funds tendered in settlement of a Transaction will be treated as non-payment by you by the Settlement Date. If you tender payment and you are not entitled to the funds, this will be treated as non-payment by you by the Settlement Date.
- 20.2 Where valid payment is not made with respect to clause 16.1:
- 20.2.1 LKT may offset any payment against a cleared credit balance in your Account, close out your position in accordance with the Rules and Regulations, charge an administrative and / or Default Fee for non-settlement; and/or
- 20.2.2 you hereby grant LKT an irrevocable power of attorney, exercisable as outlined in this Agreement, in your name and on your behalf, to take such actions and sign such documents as are necessary to register the relevant Financial Products subject of such non-payment in LKT's or our nominee's name; and/or
- 20.2.3 LKT may take any other action necessary, which shall be at your expense.

21 DEFAULT FEES ON ACCOUNT

- 21.1 LKT does not provide credit for the purpose of Dealing in Financial Products. LKT may charge, and you must pay if so charged, a Default Fee at the applicable rate on any debit balances on your Account, arising as a result of your non-settlement by the due date of any amount payable to LKT under this Agreement. The applicable rate of the Default Fee will be set out in the Trade Confirmation you are issued, or other relevant documentation, and is calculated daily.

22 DEBT RECOVERY

- 22.1 LKT reserves the right to initiate debt recovery proceedings through any legal means available to it should you fail to meet your financial obligations under this Agreement.

23 DERIVATIVES ACCOUNT

- 23.1 You agree not to issue any Instructions to Deal in Derivatives unless you have completed, signed and lodged the appropriate Derivatives Agreement form with LKT, which includes an acknowledgment that you understand and accept the risk of Dealing in Derivatives. If applicable, you are solely responsible for any Derivatives orders placed on your Account and for all settlement obligations arising out of Dealing in Derivatives, including margin calls.

24 IRREGULARITIES IN ACCOUNT, HOLDING STATEMENT OR OTHER DOCUMENTATION

- 24.1 You must notify LKT immediately upon receipt of a Trade Confirmation or any other documentation if you become aware of any irregularities in the Account. Unless any irregularity is raised by you within such timeframe, the Trade Confirmation or other documentation shall be conclusive and binding on you.
- 24.2 You must notify the Registrar within 2 Business Days of receiving a Holding Statement from the Registrar if you become aware of any irregularities in that Holding Statement.
- 24.3 If you do not receive a Trade Confirmation or other documentation, you are not released from any of your obligations in respect of the Transaction or otherwise under this Agreement.

25 CLIENT INDEMNITY

- 25.1 You represent that at all times during your dealings with us you will be in a position to meet all your commitments and obligations arising from these dealings.
- 25.2 You indemnify LKT for all sums of money, actions, proceedings, suits, claims, demands, damages, losses, costs, taxes, penalties, fines, expenses and liabilities which LKT may incur or suffer as a result of:
- 25.2.1 any breach or default of this Agreement including any Instruction or Transaction on your part, or on the part of any person for whom you are responsible in respect of this Agreement;
- 25.2.2 LKT relying in good faith on, and implementing, Instructions given by a person who is not an Authorised Person unless there were reasonable grounds for LKT to doubt the identity or authority of that person;
- 25.2.3 anything lawfully done by us in accordance with these Trading Terms or at your request, or by reason of us complying with any direction, request or requirement of the Rules and Regulations, the Corporations Act or by any regulatory authority including the ASX Group; or
- 25.2.4 LKT having to pay funds to any other person in settlement of a Transaction where you have failed to place LKT in funds for that Transaction by the due date.
- 25.3 You agree to indemnify us and our directors, officers,

agents and related entities ("Indemnified Parties") against any losses or liabilities reasonably incurred by any of the Indemnified Parties arising out of, or in connection with, and any costs, charges and expenses incurred in connection with, any of the Indemnified Parties acting under, or in connection with, this Agreement except insofar as any loss, liability, cost, charge or expense is caused by the gross negligence, fraud or dishonesty of any Indemnified Party. We hold the benefit of this indemnity on trust for each Indemnified Party.

- 25.4 We do not exclude or limit the application of any statute (including the Trade Practices Act 1974 (Cth)) where to do so would contravene that statute or cause any part of this 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 is implied by law which cannot be excluded is limited in the case of goods, to the replacement of the goods or the supply of equivalent goods or in the case of services, the supplying of the services again.

26 LKT MAY ACT FOR BOTH PARTIES

- 26.1 LKT may act for both parties or as principal in a Transaction.

27 AGGREGATION OF ORDERS AND ALLOCATION

- 27.1 LKT may combine your order with our own orders and orders for other clients. Whilst orders will only be aggregated where this is reasonably believed to be in the overall best interests of Clients, aggregation may on some occasions result in you obtaining a less favourable price than separate execution.

28 OUR LIABILITY AND FORCE MAJEURE

- 28.1 LKT will use all reasonable endeavours to perform its obligations under this Agreement. Except in the case of (i) negligence or willful default on our part or on the part of any of our employees, or (ii) dishonesty on the part of any of our employees, LKT will not be liable to you or any other person in contract or tort or on any other basis for any loss, damage, cost or expense arising directly or indirectly from any act, omission, default, error or delay by LKT or any of our employees or agents (including but not limited to any agent or overseas broker) in the performance of our obligations under this Agreement. Further, LKT will not be liable for an inability to settle a Transaction due to non-delivery from the market. Any liability LKT may have to you will be limited to the direct losses suffered or incurred by you, excluding any consequential loss and any loss of income, business, profit or saving as a result of your or any other person's inability to complete another Transaction or honour another obligation.
- 28.2 LKT will not be responsible for any loss or liability incurred

by you where we do not receive your Instructions or where any Dealing or proposed Dealing is interrupted, unable to be completed or unable to take place due to the failure of any telephone, computer or other electronic service.

- 28.3 LKT will not be liable for any failure to perform our obligations under this Agreement if such failure is caused by any event of force majeure or any act of terrorism beyond our reasonable control or the reasonable control of our employees, authorised representatives or agents. For the purpose of this clause:
- 28.3.1 an event of force majeure includes, but is not in any way limited to, any inability to communicate with market makers or with other sharebrokers, market participants, financial intermediaries or any stock exchange, failure of any computer Dealing or settlement system, inability to obtain any necessary supplies for the proper conduct of business, and the actions or failures of any counterparty or any other broker or agent (including but not limited to any agent or overseas broker); and
- 28.3.2 an act of terrorism includes, but is not in any way limited to the use of force or violence and/or threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or put the public, or any section of the public in fear.

29 RULES AND REGULATIONS

- 29.1 You acknowledge that LKT, as a Participant of the ASX Group, is bound by ASX Group Rules and Regulations.
- 29.2 You acknowledge that LKT, as the holder of an Australian Financial Services Licence (No. 246970) issued by ASIC, is bound by ASIC Rules and Regulations, including the Corporations Act.
- 29.3 The Trading Terms of this Agreement will be deemed amended as necessary to reflect any amendments to relevant Rules and Regulations or ASX Group Rules. LKT will advise you if any such amendment materially affects you but LKT will not be liable for any accidental failure to advise you of any such amendment.

30 CANCELLATION POLICY

- 30.1 The ASX Group is permitted under the ASX Group Rules to direct us to cancel or amend any market transaction that is effected by an error or omission.
- 30.2 If we, under the ASX Group Rules, elect to cancel or amend a market transaction(s), or are directed by the ASX Group to cancel or amend a market transaction(s) as a result of:
- 30.2.1 an honest and genuine mistake in relation to the characteristics, details or execution of a market transaction; or
- 30.2.2 a breakdown or malfunction of the ASX Group's systems or any other technical or administrative error effecting the market transaction;

you consent to any decision made by us to cancel or amend such market transaction(s) and agree that we will not be liable to you or any other person in contract or tort or on any other basis for any loss, damage, cost or expense arising directly or indirectly from such cancellation or amendment.

- 30.3 Where the Rules and Regulations of any Recognised Stock Exchange or Recognised Overseas Stock Exchange or any other market, permit cancellation or amendment of Transactions, you consent to any decision made by us to cancel or amend such market transaction(s) and agree that we will not be liable to you or any other person in contract or tort or on any other basis for any loss, damage, cost or expense arising directly or indirectly from such cancellation or amendment.

31 INFORMATION AND ADVICE DISCLAIMER

- 31.1 If we make recommendations or provide advice, you will receive either Personal Financial Product Advice or General Financial Product Advice.

- 31.2 Personal Financial Product Advice ("Personal Advice") is based on your individual investment objectives and personal circumstances. You therefore need to provide us with this Relevant Personal Information to enable us to make such recommendations on a reasonable basis.

- 31.2.1 LKT may choose to provide you with limited Personal Advice, that is, advice that is limited to a particular Financial Product range and/or based on limited Relevant Personal Information. Notwithstanding such limitation, you will still need to provide sufficient Relevant Personal Information to enable us to form a reasonable basis to make any recommendation.

- 31.2.2 If you choose not to provide us with some or all of your Relevant Personal Information, or the information you provide is incorrect or becomes incorrect, this may affect the advice provided to you. You should consider the appropriateness of any advice in respect of your relevant personal circumstances before you act on the advice as LKT will only be able to provide recommendations to you on the basis of the information provided. We may provide you with limited Personal Advice, that is, advice that is limited to a particular Financial Product range and/or based on limited Relevant Personal Information.

- 31.2.3 Where some or all of your Relevant Personal Information is not considered or not provided, this may mean the advice and resulting investment may not be appropriate to your individual investment objectives and personal circumstances. LKT advises that your rights may therefore be derogated under applicable law.

- 31.3 General Financial Product Advice ("General Advice"): is advice that does not contain any direct or implicit recommendation that the Financial Products referred to are appropriate to your own investment objectives and personal circumstances. You should not rely on General Advice without making your own inquiries or assessment about

the suitability of the Financial Product to your individual investment objectives and personal circumstances.

- 31.4 LKT will use reasonable care and skill to ensure our information and advice is accurate and current, but this information and advice is necessarily based on information provided to LKT by other people and may not have been independently verified by LKT. You acknowledge you are aware that the currency of information and advice may change over time and therefore may not be appropriate for your circumstances. It is your responsibility to make enquiries before making a decision to trade in any Financial Products and LKT will not have any liability to you in this regard. When giving advice LKT are only able to act on the basis of information provided by you in determining whether such advice is appropriate to your individual investment needs and personal circumstances.

- 31.5 LKT will not advise you about the merits of a particular Transaction if LKT reasonably believes that, when you give the Instruction, you are not expecting advice and are Dealing on an execution-only basis.

- 31.6 Where LKT gives advice under this Agreement, LKT shall exercise due skill, care and diligence but does not guarantee the repayment of capital or the performance of any investments or otherwise make any representation concerning the performance of your investments, Account or any particular Transaction.

- 31.7 You acknowledge that LKT is not required to monitor or manage your investments.

- 31.8 We do not warrant that we will contact you regarding changed market circumstances.

- 31.9 LKT is not authorised to provide legal, accounting or taxation advice. Accordingly, no part of the services provided by LKT shall be construed as including the provision of legal, accounting or taxation advice.

- 31.10 You acknowledge that LKT and/or its Representatives may from time to time provide Financial Services to companies and other entities in whose Financial Products LKT may Deal on your behalf. The provision of such Financial Services does not affect our obligations to you or any advice provided by LKT to you.

32 DISPUTES AND COMPLAINTS

- 32.1 If you have any complaint about any Financial Service provided under this Agreement, including, but not limited to, advice, a dispute about any details of a Transaction as recorded on a Trade Confirmation, a dispute about any details of an Instruction given or alleged to have been given by you, or a deficiency in breach of duty, you should take the following steps:

- 32.1.1 contact the client services representative of LKT with whom you dealt and tell them about your complaint;

- 32.1.2 if your complaint is not satisfactorily resolved within three days, write to the Complaints Officer, Lands Kirwan Tong Stockbrokers Pty Limited, PO Box 591 Collins Street West, Melbourne Victoria 8007. You should set out adequate details of the

complaint, including for example, details of the disputed transaction(s), the date and time on which the disputed transaction(s) occurred, and any corrective action you believe should be taken;

- 32.1.3 if your complaint is still not satisfactorily dealt with, contact Financial Industry Complaints Service Ltd, PO Box 579, Collins Street West, Melbourne VIC 8007, telephone 1300 780 808, web: www.fics.asn.au. LKT is a member of this external complaints scheme.

33 PRIVACY

- 33.1 LKT will collect and hold your personal information for the purposes of carrying out your Instructions and operation of the Account. You consent to the collection and use of your personal information for these purposes and acknowledge that LKT may record any Instructions given by telephone. Any collection or use of your personal information will be in accordance with LKT's privacy policy.
- 33.2 LKT must disclose certain of your personal information where required under various Laws, Rules and Regulations, and to any governmental or other authority or court, tribunal or other industry body to the extent to which such disclosure is required to be made by applicable law or court order.
- 33.3 LKT may disclose certain of your personal information to third parties.
- 33.4 Our Representatives and our auditors may review any information held by LKT about you.
- 33.5 You may ask for access to, and request correction to, any of your personal information held by LKT.

34 CREDIT REFERENCES

- 34.1 You consent to our making enquires of any person, including the Stockbrokers Mutual Reference Society, and any credit agency or other body as to your creditworthiness.

35 ACKNOWLEDGMENT: VARIATION

- 35.1 You acknowledge and accept that this Agreement may be varied from time to time and that you will be bound by any amendments to this Agreement. Notice of any variations and the effective dates will be given to you.

36 TERMINATION

- 36.1 This Agreement shall only be terminated by:
- 36.1.1 the giving of written notice by either party; or
- 36.1.2 the event of our insolvency.
- 36.2 Termination will be effected immediately upon receipt of the notice by the other party.
- 36.3 Termination of this Agreement is without prejudice to any pre-existing rights or obligations of the parties including but not limited to, for the avoidance of doubt, completion

of any matter to effect and settle a Transaction and payment of any amount due to LKT on that Transaction.

- 36.4 LKT reserves the right to implement a new Agreement or to amend this Agreement, by notice to you, in the event that this Agreement becomes impracticable, outdated or incorrect in any respect. In such event, you will have the option to terminate your relationship with LKT if you do not wish to accept the new or amended Trading Terms.
- 36.5 This clause does not limit, abrogate or otherwise affect any right we may have pursuant to this Agreement and/or the Rules and Regulations to suspend operation of your Account or to close your Account.

37 NOTICES

- 37.1 The address for any notice to LKT is: Level 12, 99 William Street, Melbourne, Victoria 3000, or PO Box 591 Collins Street West, Melbourne Victoria 8007, Telephone: (03) 9629 5422, Facsimile (03) 9629 7096. You shall give LKT written notice within five Business Days of any change in your name, address, telephone number, payment details or other material circumstance affecting your Account.
- 37.2 Any communications sent to you at your nominated address that are:
- 37.2.1 sent by facsimile or telex are deemed to be received at the time recorded on the facsimile or telex transmission confirmation slip;
- 37.2.2 sent electronically are deemed (subject to any apparent delays in transmission via internet servers) to have been received one hour after sending except in instances where the actual sender of the communication receives a delivery failure report that indicates that the communication was not successfully delivered; however, until such notification, the communication shall be assumed to have been delivered;
- 37.2.3 sent by post are deemed to be received three (3) business days after they are posted providing the recipient resides in a metropolitan area. Any communication sent by post to recipients who reside in regional centres or outlying country areas within Australia will be deemed to have been received seven (7) business days after posting. Any communication sent by post to recipients who reside outside of Australia will be deemed to have been received ten (10) business days after posting; or such earlier date and time as the communication is actually received.
- 37.3 Any communications sent by you to us are deemed to be received only when they are actually received.
- 37.4 You will be deemed to have accepted and confirmed the accuracy of any Trade Confirmation or any other document issued by us to you (in the absence of manifest error) unless you provide notification to the contrary to us within 48 hours of your receipt of any such documents
- 37.5 Any delay experienced as a result of postal or telecommunication delays or your misinformation about your current address or contact details are not our

responsibility and you cannot claim for any loss or damage arising as a result.

38 GOVERNING LAW AND JURISDICTION

- 38.1 This Agreement is governed by and construed in accordance with the laws of Victoria.
- 38.2 Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Victoria, or the Federal Court in Victoria.
- 38.3 Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

39 ASSIGNABILITY

- 39.1 If LKT is consolidated or amalgamated with, or merged into, or all or substantially all our assets are transferred to, another entity, LKT may assign or transfer our rights and may sub-contract our obligations under these Trading Terms to that entity.
- 39.2 An attempt by you to confer, assign, share or otherwise relinquish any of your rights or obligations under this Agreement (unless otherwise in accordance with the Trading Terms of this Agreement) or any purportions by you of the same will be treated as invalid.

Participant Sponsorship Agreement Terms & Conditions ("Sponsorship Terms")

These Terms and Conditions apply when the Client agrees to be sponsored by Lands Kirwan Tong Stockbrokers Pty Limited ("LKT") (ABN 34 006 684 411) in the Clearing House Electronic Subregister System ("CHESS").

RECITALS:

1. The Client ("Participant Sponsored Holder") wishes to hold Financial Products in uncertificated form in a CHESS Sponsored Holding.
2. Lands Kirwan Tong Stockbrokers Pty Limited ("Sponsoring Participant") is a Sponsoring Participant in CHESS.
3. The Participant Sponsored Holder and the Sponsoring Participant wish to enter into a Participant Sponsorship Agreement.

DEFINITIONS AND INTERPRETATIONS

- 1.1. Any term used in this Sponsorship Agreement which is defined in the ASTC Settlement Rules has the meaning given in the ASTC Settlement Rules.

In this Sponsorship Agreement:

"ACH" means Australian Clearing House Pty Ltd;

"ACH Clearing Rules" means the Clearing Rules of the Australian Clearing House Pty Ltd;

"ASIC" means the Australian Investments and Securities Commission

"ASTC" means ASX Settlement & Transfer Corporation Pty Limited;

"ASTC Settlement Rules" means the Settlement Rules made by ASTC as in force from time to time;

"ASX Group" means the Australian Stock Exchange Limited and its subsidiaries and controlled entities, or its successors from time to time;

"ASX Market Rules" means the Market Rules made by the ASX Group as in force from time to time;

"CHESS Approved" in relation to Financial Products, means Financial Products which have been approved by ASTC in accordance with the ASTC Settlement Rules;

"CHESS Holding" means an uncertificated holding of Financial Products on a subregister for that class of Financial Products maintained by ASTC;

"CHESS Sponsored Holding" means a Sponsored Holding which is a CHESS Holding;

"Clearing Participant" means a Participating Organisation admitted in accordance with the ASX Market Rules;

"Confirmation" means a transaction confirmation;

"Controlling Participant" means the Participant that has the capacity in CHESS to transfer or convert Financial Products from the CHESS Holding;

"Direct Participant" means a Market Participant admitted by ACH to clear transactions;

"General Settlement Participant" means a Participant admitted to participate in the Settlement Facility under ASTC Settlement Rules;

"HIN" means Holder Identification Number;

"Lands Kirwan Tong Stockbrokers" means Lands Kirwan Tong Stockbrokers Pty Limited;

"Market Participant" means a Participant of an Approved Market Operator;

"Participant" means a Participant of the ASX Group;

"Participant Change Notice" means a Participant Change Notice as defined by the ASTC Settlement Rules;

"Participant Sponsored Holder" means a Sponsored Holder who is a client of the Sponsoring Participant and that has a current Sponsorship Agreement with a Participant as required or permitted under the ASX Group Market Rules and/or ASTC Settlement Rules;

"Scheduled Time" means the time within or by which a requirement under the ASTC Settlement Rules must be complied with as specified in Appendix 1 of the ASTC Settlement Rules;

"Settlement Facility" means the facility provided by ASTC in accordance with the ASTC Settlement Rules;

"Sponsoring Participant" means a Participant of the ASX Group admitted to participate in CHESS and bound by the ASTC Settlement Rules;

"Sponsored Holding" is the same as "Participant Sponsored Holding" and means a CHESS Holding of a Participant Sponsored Holder which is identified by a HIN:

- (a) listed in the Schedule; or
- (b) which is, at the request of the Participant Sponsored Holder, notified in writing by the Sponsoring Participant to the Participant Sponsored Holder after this Sponsorship Agreement commences;

"Sponsorship Terms" means the terms and conditions of entering into an arrangement with Lands Kirwan Tong Stockbrokers Pty Limited to become a Participant Sponsored Holder;

"Subposition" means a facility in CHESS by which:

- (a) activity in relation to Financial Products held in a CHESS Holding may be restricted; and
- (b) access to those Financial Products for limited purposes may be given to a Participant other than the Controlling Participant;

"Withdrawal Instructions" means Instructions for withdrawal of Financial Products from a Sponsored Holding.

1.2. In this Sponsorship Agreement, unless otherwise stated:

- 1.2.1. words expressed in one gender include all genders;
- 1.2.2. words expressed in the singular include the plural and vice versa;
- 1.2.3. the headings shall not affect the construction of this Sponsorship Agreement;
- 1.2.4. an expression carrying a particular meaning in a particular context in the ASX Market Rules or ASTC Settlement Rules has, in this Sponsorship Agreement, the same meaning in that context;
- 1.2.5. words denoting individuals will include corporations, partnerships, associations whether incorporated or unincorporated, authorities and trusts, and vice versa.

1.3. IMPORTANT INFORMATION ABOUT LANDS KIRWAN TONG STOCKBROKERS

- 1.3.1. Lands Kirwan Tong Stockbrokers is:
 - (a) a Sponsoring Participant, Market Participant and Clearing Participant of the ASX Group and is regulated and must carry on its business subject to the ASX Group Rules; and
 - (b) the holder of an Australian Financial Services Licence number 246970 issued and regulated by ASIC.

2. MANDATORY PROVISIONS

2.1. SPONSORING PARTICIPANT'S RIGHTS

- 2.1.1. Where the Participant Sponsored Holder authorises the Sponsoring Participant to buy Financial Products, the Participant Sponsored Holder will pay for those Financial Products within the settlement period as detailed on the Confirmation.
- 2.1.2. Subject to Clause 2.1.3, the Sponsoring Participant is not obliged to transfer Financial Products into the Participant Sponsored Holding, where payment for those Financial Products has not been received, until payment is received.
- 2.1.3. Where a contract for the purchase of Financial Products remains unpaid by the Participant Sponsored Holder or the Participant Sponsored Holder has otherwise failed to complete the purchase or sale of Financial Products that are the subject of a contract, after the Sponsoring Participant has made a demand of the Participant Sponsored Holder to complete, pay for or sell the Financial Products, the Sponsoring Participant may complete, purchase or sell those Financial Products that are the subject of that contract at the Participant Sponsored Holder's risk and expense and that expense shall include brokerage, taxes and any other associated transaction or administrative costs incurred by the Sponsoring Participant.
- 2.1.4. Where the Sponsoring Participant claims that an amount lawfully owed to it has not been paid by the Participant Sponsored Holder, the Sponsoring Participant has the right to refuse to comply with the Participant Sponsored

Holder's Withdrawal Instructions, but only to the extent necessary to retain Financial Products of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120% of the current market value of the amount claimed).

2.2. PARTICIPANT SPONSORED HOLDER'S RIGHTS

- 2.2.1. Subject to Clauses 2.1.3. and 2.1.4., the Sponsoring Participant will initiate any Transfer, Conversion or an action necessary to give effect to the Withdrawal Instructions within the Scheduled Time.
- 2.2.2. The Sponsoring Participant will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Participant Sponsored Holder.
- 2.2.3. If the Sponsoring Participant elects to do so, it can novate this Sponsorship Agreement to another Sponsoring Participant provided it does so in accordance with the procedures set down in the ASTC Settlement Rules. In particular, the Sponsoring Participant must:
 - (a) provide the Participant Sponsored Holder with a Participant Change Notice in the form and timeframe required by the ASTC Settlement Rules;
 - (b) obtain the consent of ACH and satisfy any conditions stipulated by ACH in relation to the novation; and
 - (c) ensure that the novation of this Sponsorship Agreement does not take effect until the Sponsoring Participant has obtained the necessary consent of the new Controlling Participant as required by the ASTC Settlement Rules.

3. OTHER RIGHTS AND DUTIES

3.1. SUPPLY OF INFORMATION

- 3.1.1. The Participant Sponsored Holder shall supply all information and supporting documentation which is reasonably required to permit the Sponsoring Participant to comply with the registration requirements, as are in force from time to time, under the ASTC Settlement Rules.

3.2. EXCHANGE TRADED OPTIONS, PLEDGING AND SUBPOSITIONS

- 3.2.1. Where the Participant Sponsored Holder arranges with ACH to lodge Financial Products in a Participant Sponsored Holding as cover for written positions in the Australian Options Market, and informs the Sponsoring Participant of the arrangement, the Participant Sponsored Holder authorises the Sponsoring Participant to take whatever action is reasonably required by ACH in accordance with the ACH Clearing Rules to give effect to that arrangement.
- 3.2.2. Where the Participant Sponsored Holder arranges with any other person to give a charge or any other interest in Financial Products in a Participant Sponsored Holding, the

Participant Sponsored Holder authorises the Sponsoring Participant to take whatever action is reasonably required by the person in accordance with the ASTC Settlement Rules to give effect to that arrangement.

- 3.2.3. The Participant Sponsored Holder acknowledges that where, in accordance with this Sponsorship Agreement and/or the Participant Sponsored Holder's Instructions, the Sponsoring Participant initiates any action which has the effect of creating a Sub-position over Financial Products in the Participant Sponsored Holding, the right of the Participant Sponsored Holder to transfer, convert or otherwise deal with those Financial Products is restricted in accordance with the terms of the ASTC Settlement Rules relating to sub-positions.
- 3.2.4. Nothing in this Sponsorship Agreement operates to override any interest of ASTC in the Financial Products.

3.3. FEES

- 3.3.1. The Participant Sponsored Holder shall pay all brokerage fees and associated transactional costs within the period prescribed by the Sponsoring Participant. The Participant Sponsored Holder shall also pay all other fees, charges and costs, if any, as set out in the Schedule to this Sponsorship Agreement.

4. NOTIFICATIONS AND ACKNOWLEDGMENTS

- 4.1. In the event that the Sponsoring Participant breaches any of the provisions of this Sponsorship Agreement, the Participant Sponsored Holder may refer that breach to any regulatory authority, including ASTC.
- 4.2. In the event that the Sponsoring Participant is suspended from the Settlement Facility, subject to an assertion of an interest in Financial Products controlled by the Sponsoring Participant, where the assertion is made by either a liquidator, receiver, administrator or trustee of that Sponsoring Participant:
- a) the Participant Sponsored Holder has the right, within twenty (20) Business Days of ASTC giving Notice of suspension, to give Notice to ASTC requesting that any Participant Sponsored Holdings be removed either:
 - i) from the CHES Subregister; or
 - ii) from the control of the suspended Sponsoring Participant to the control of another Sponsoring Participant with whom they have concluded a valid Sponsorship Agreement pursuant to ASTC Settlement Rule 12.19.10; or
 - b) where the Participant Sponsored Holder does not give Notice under Clause 4.2a), ASTC may effect a change of Controlling Participant under ASTC Settlement Rule 12.19.11 and the Participant Sponsored Holder will be deemed to have entered into a new Sponsorship Agreement with the substitute Sponsoring Participant, on the same Sponsorship Terms as the existing Sponsorship Agreement. Where a Participant Sponsored Holder is deemed to have entered into a Sponsorship

Agreement in accordance with this Clause 4.2 (b), the Sponsoring Participant must enter into a Sponsorship Agreement with the Participant Sponsored Holder within ten (10) Business Days of the change of Controlling Participant.

- 4.3. The Participant Sponsored Holder acknowledges that before the Participant Sponsored Holder executed the Sponsorship Agreement, a responsible officer of the Sponsoring Participant explained the effect of the Sponsorship Agreement to the Participant Sponsored Holder and the Participant Sponsored Holder understands the effect of the Sponsorship Agreement.
- 4.4. The Participant Sponsored Holder acknowledges that in the event of the death or bankruptcy of the Participant Sponsored Holder, a Holder Record Lock will be applied to all Participant Sponsored Holdings in accordance with the ASTC Settlement Rules, unless the Participant Sponsored Holder's legally appointed representative or trustee elects to remove the Participant Sponsored Holdings from the CHES Subregister.
- 4.5. The Participant Sponsored Holder acknowledges that in the event of the death of the Participant Sponsored Holder, this Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Participant Sponsored Holder's estate, for a period of up to three calendar months subsequent to the removal of a Holder Record Lock applied pursuant to Clause 4.4, unless the Participant Sponsored Holder's legally appointed representative elects to remove the Participant Sponsored Holdings from the CHES Subregister;
- 4.6. The Participant Sponsored Holder acknowledges that if a Transfer is to be taken to be effected by the Sponsoring Participant under Section 9 of the ASTC Settlement Rules (relating to Transfers of Financial Products) and the Source Holding for the Transfer is a Participant Sponsored Holding under the Sponsorship Agreement, the Participant Sponsored Holder may not assert or claim against ASTC or the relevant Issuer that the Transfer was not effected by the Sponsoring Participant or the Sponsoring Participant was not authorised by the Participant Sponsored Holder to effect the Transfer. The Sponsoring Participant holds the benefit of this acknowledgment by the Participant Sponsored Holder in respect of this clause 4.6 in trust for the benefit of ASTC and the relevant Issuer.
- 4.7. If a transfer is taken to be effected by a Participant under Section 9 of the ASTC Settlement Rules and the Source Holding for the Transfer is designated as a Participant Sponsored Holding of the Sponsoring Participant, then the Sponsoring Participant:
- (a) warrants to each of ASTC and the relevant Issuer that there is a current Sponsorship Agreement which complies with the ASTC Settlement Rules in relation to the Source Holding; and
 - (b) indemnifies each of ASTC and the Issuer against all losses, damages, costs and expenses arising from there not being a current Sponsorship Agreement which complies with the ASTC Settlement Rules in relation to the Source Holding.

ADDITIONAL NOTIFICATIONS AND ACKNOWLEDGMENTS FOR JOINT HOLDINGS ONLY:

- 4.8. The Participant Sponsored Holder acknowledges that in the event of the death of one of the joint Participant Sponsored Holders, the Sponsoring Participant shall transfer all Holdings under the joint Holder Record into new Holdings under a new Holder Record in the name of the surviving Participant Sponsored Holder, and that this Sponsorship Agreement remains valid for the new Holdings under the new Holder Record;
- 4.9. The Participant Sponsored Holder acknowledges that in the event of bankruptcy of one of the joint Participant Sponsored Holders the Controlling Participant will:
- (a) establish a new Holder Record in the name of the bankrupt Participant Sponsored Holder, transfer the interest of the bankrupt Participant Sponsored Holder into new Holdings under the new Holder Record and request that ASTC apply a Holder Record Lock to all Holdings under that Holder Record, unless the legally appointed representative of the bankrupt Participant Sponsored Holder elects to remove the Participant Sponsored Holder's Holdings from the CHESS Subregister; and
 - (b) establish a new Holder Record in the name(s) of the remaining Participant Sponsored Holder(s) and transfer the interest of the remaining Participant Sponsored Holder(s) into new Holdings under the Holder Record.

5. CLAIMS FOR COMPENSATION

- 5.1. If the Participant Sponsored Holder is a Retail Client within the meaning of the Corporations Act, they are entitled to lodge a complaint about the Sponsoring Participant with the Financial Industry Complaints Service Limited, an external complaints handling scheme of which the Sponsoring Participant is a member.
- 5.2. The Participant Sponsored Holder is entitled to lodge a claim for compensation with the Securities Exchange Guarantee Corporation Ltd (SEGC) which administers the National Guarantee Fund, if it suffers a loss that is caused by the conduct of the Sponsoring Participant in relation to the following matters:
- (a) a failure to complete the purchase or sale of a Financial Product on a licensed market (excluding the trading of individual derivative contracts);
 - (b) an unauthorised transfer of Financial Products;
 - (c) the cancellation or failure to cancel title to Financial Products quoted on a licensed market; and
 - (d) a failure of the Sponsoring Partner to meet its obligations under this Sponsorship Agreement or the ASX Market Rules as a result of the Sponsoring Partner's insolvency.
- 5.3. In respect of individual derivatives contracts or other Financial Products not covered by the National Guarantee Fund, if a Participant Sponsored Holder suffers a loss as a result of a Sponsoring Participant's fraud or defalcation

of money or other property, the Participant Sponsored Holder is entitled to lodge a claim for compensation with the regulatory body responsible for administering the fidelity fund approved under Division 3 of Part 7.5 of the Corporations Act (Cth) 2001 for that Financial Product.

- 5.4. The ASX Group has responsibility for supervising or regulating the relationship between the Participant Sponsored Holder and the Sponsoring Participant, including the Rules relating to Sponsorship Agreements.
- 5.5. If the Sponsoring Participant breaches a provision of this Sponsorship Agreement and the Participant Sponsored Holder makes a claim for compensation pursuant to that breach, the ability of the Sponsoring Participant to satisfy that claim will depend on the financial circumstances of the Sponsoring Participant.
- 5.6. If a breach by the Sponsoring Participant (who is also a Market Participant) of a provision of this Sponsorship Agreement falls within the circumstances specified under Part 7.5 Division 4 of the Corporations Regulations, a Participant Sponsored Holder may be entitled to make a claim on the National Guarantee Fund for compensation.

6. TERMINATION

- 6.1. Subject to the ASTC Settlement Rules, this Sponsorship Agreement will be terminated upon the occurrence of any of the following events:
- (a) by notice in writing from either the Participant Sponsored Holder or the Sponsoring Participant to the other party to the Sponsorship Agreement;
 - (b) upon the Sponsoring Participant becoming insolvent; or
 - (c) upon the termination or suspension of the Sponsoring Participant; or
 - (d) upon the giving of Withdrawal Instructions by a Participant Sponsored Holder that it wishes to transfer its Holdings to another Controlling Participant or to Issuer Sponsored Holdings under ASTC Settlement Rule 7.1.10(c).
- 6.2. Termination under Clause 6.1 a) will be effective upon receipt of Notice by the other party to the Sponsorship Agreement.

7. VARIATION

- 7.1. This Sponsorship Agreement is subject to the ASTC Settlement Rules in force from time to time, and the Participant Sponsored Holder shall not take any action which will prevent or impede the Sponsoring Participant from complying with its obligations under the ASTC Settlement Rules.
- 7.2. Should any of the provisions in this Sponsorship Agreement be inconsistent with the provisions in the ASTC Settlement Rules, the Sponsoring Participant shall, by giving the Participant Sponsored Holder not less than seven (7) Business Days written notice, vary the Sponsorship Agreement to the extent to which in the Sponsoring

Participant's reasonable opinion is necessary to remove any inconsistency.

- 7.3. Except as provided in Clause 7.2, this Sponsorship Agreement may be varied only by a written agreement signed by the Sponsoring Participant and the Participant Sponsored Holder.

8. INDEMNITY

- 8.1. The Participant Sponsored Holder indemnifies and must therefore pay the Sponsoring Participant on demand for liability, loss or costs the Sponsoring Participant suffers or incurs:
- (a) in connection with the Sponsoring Participant performing its obligations under this Agreement; or
 - (b) in connection with the Sponsoring Participant acting as Controlling Participant or agent for the purposes of CHES; or
 - (c) as a result any breach of this Agreement by the Participant Sponsored Holder.
- 8.2. Any demand for payment under this clause 8 is a continuing obligation, independent of the Participant Sponsored Holder's other obligations to the Sponsoring Participant. The obligation continues after termination of this Agreement.

9. APPLICABLE LAW

- 9.1. This Agreement is governed by and construed in accordance with the laws in force in the State of Victoria and each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the Courts of Victoria or the Federal Courts in Victoria.

SCHEDULE TO PARTICIPANT SPONSORSHIP AGREEMENT FEES

The Sponsoring Participant provides the Sponsored Holding(s) service at no charge to the client. The Sponsoring Participant reserves the right to charge a service fee providing that notice of not less than one (1) calendar month is given setting out the proposed fees. The Participant Sponsored Holder shall pay as and when due all brokerage, taxes, duties any other fees or costs as determined by the ASX Market Rules and ASTC Settlement Rules, including, for example, fees associated with failure to deliver.

If the Participant Sponsored Holder requests a holding to revert to Issuer Sponsorship, a fee will be charged. If the Participant Sponsored Holder wishes to transfer the Sponsored Holding(s) to another Sponsoring Participant a fee will be charged and the Participant Sponsored Holder shall pay such fee. Such fee will be confirmed to the Participant Sponsored Holder at the time of their request.

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Section A: Account Name and Address

1. There may be a maximum of three joint Account Holders per Account, each being listed on a separate line, and being linked with a plus (“+”) sign. In addition to the Account Holder(s) there may be only one Account Designation, which should be on one line only.
2. There may be a maximum of 6 lines of Account Name, Account Designation and Address. There is a **maximum of 30 characters per line**; if more space is required, please continue on the next line.
3. Please do not use any full stops in any names, titles, postcodes, post box numbers, etc.
4. Account designations must be specified by angle brackets (“< >”), and should not include the word “trust” or “trustee”; the word “account” or “a/c” must follow the description (e.g. “<number 2 account>”).
5. A comma must separate the name (including account designation) and address.

Account Name

Title	Full Name (given name(s) and surname) or Company Name (Account Holder #1)
Title	Full Name (given name(s) and surname) (Account Holder #2)
Title	Full Name (given name(s) and surname) (Account Holder #3)
Account Designation (cannot be used for Account Name)	

Note: Each Account Holder will be able to operate the Account independently. Where an Account is to be operated under Power of Attorney, please provide a certified copy of that Power of Attorney together with a signed declaration from the holder that the Power of Attorney has not been withdrawn. Where an Account relates to an Estate, and Financial Products are not already held in the Estate’s name, we require a valid copy of Probate.

If an Account Designation has been listed, please indicate whether the Account Designation:

- is used for descriptive or accounting purposes; or
- identifies the beneficial owner. If this is the case, please complete the details in “Account Designation” in Section B or C (whichever is applicable).

Account Address

Street Address (Residence / Business)

Suburb: _____ State: _____ Postcode: _____

Country (If not Australia): _____

Postal Address (If different to Street Address)

Suburb: _____ State: _____ Postcode: _____

Country (If not Australia): _____

Preferred contact address:

For forwarding of documentation – e.g. confirmations (contract notes), registration of purchases.

- Street Address
- Postal Address

Note: You must provide details of your street/registered address, even if you prefer documentation to be forwarded to a postal address.

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Section B: Individual / Joint Account Holder(s) Detail

Please Note:

- Details should be completed for each person listed as an Account Holder in Section A.
- The person listed as "Account Holder 1" in Section A is designated as the Primary Contact for the Account.
- If an Account Holder is not an Australian Resident, additional information is required.
- Please provide each Account Holder's residential address if different to that listed in Section A.
- Please complete the "Account Designation" details if applicable.

Account Holder 1 (The Primary Contact)

Title: _____ Full Name (given name(s) and surname): _____

Single Married De Facto Divorced Widow(er)

Date of Birth:

/ /

Identification Document Type:

Identification Document Number:

*Please provide copy of identification document

Australian Resident: YES NO

Tax File Number: _____

Occupation: _____ Position / Title: _____

Employer: _____

Residential address:

Same as Section A: YES NO If NO please complete details below

Suburb: _____ State: _____ Postcode: _____

Country (If not Australia): _____

Contact / Telephone Details:

Home: _____ Business: _____

Mobile: _____ Facsimile: _____

Email: _____

Account Designation:

Complete this Section if you have nominated an Account Designation in Account Name in Section A

Beneficial Owner Name: _____

Australian Resident: YES NO Tax File Number: _____ ACN/ABN (If applicable) _____

Beneficial Owner Category (e.g. child, superannuation fund, estate, trust) _____

Relationship of Account Holders to Beneficial Owner (e.g. trustee, spouse, guardian)

Account Holder 1: _____

Account Holder 2: _____

Account Holder 3: _____

Section B: Individual / Joint Account Holder(s) Detail (continued)

Account Holder 2

Title: _____ Full Name (given name(s) and surname): _____
Single Married De Facto Divorced Widow(er)

Date of Birth: / /	Identification Document Type:	Identification Document Number:
-----------------------	-------------------------------	---------------------------------

*Please provide copy of identification document

Australian Resident: YES NO Tax File Number: _____

Occupation: _____ Position / Title: _____

Employer: _____

Residential address:

Same as Section A: YES NO If NO please complete details below

Suburb: _____ State: _____ Postcode: _____

Country (If not Australia): _____

Contact / Telephone Details:

Home: _____ Business: _____

Mobile: _____ Facsimile: _____

Email: _____

Account Holder 3

Title: _____ Full Name (given name(s) and surname): _____
Single Married De Facto Divorced Widow(er)

Date of Birth: / /	Identification Document Type:	Identification Document Number:
-----------------------	-------------------------------	---------------------------------

*Please provide copy of identification document

Australian Resident: YES NO Tax File Number: _____

Occupation: _____ Position / Title: _____

Employer: _____

Residential address:

Same as Section A: YES NO If NO please complete details below

Suburb: _____ State: _____ Postcode: _____

Country (If not Australia): _____

Contact / Telephone Details:

Home: _____ Business: _____

Mobile: _____ Facsimile: _____

Email: _____

Section C: Corporate Account Holder Detail

Please note:

- A "Deed of Guarantee and Indemnity for Directors of Company" (Section H) is required for all Corporate Account Holders. Each Guarantor should be listed on the next page.
- A separate "Authority to Operate Account - Corporate Account" Form (Section G) is required for each Authorised Person.

Account Holder – Corporate Entity

Corporate Name: _____

A.C.N.: _____ A.B.N.: _____

Establishment Date: _____ Tax File No.: _____

Account Designation:

Complete this Section if you have nominated an Account Designation in Account Name in Section A

Beneficial Owner Name: _____

Australian Resident: YES NO Tax File Number: _____ ACN/ABN (if applicable): _____

Beneficial Owner Category (e.g. child, superannuation fund, estate, trust) _____

Relationship of Account Holders to Beneficial Owner (e.g. trustee)

Account Holder : _____

Section C: Corporate Account Holder Detail (continued)

Guarantor(s) [Mandatory]

Guarantor No. 1:

Title

Full Name (given name(s) and surname)

Relationship to Account Holder (e.g., director, secretary, shareholder)

Residential address:

Same as Section A:

YES NO If NO please complete details below

Suburb: _____ State: _____ Postcode: _____

Country (If not Australia): _____

Contact / Telephone Details:

Home: _____ Business: _____

Mobile: _____ Facsimile: _____

Email: _____

Guarantor No. 2:

Title

Full Name (given name(s) and surname)

Relationship to Account Holder (e.g., director, secretary, shareholder)

Residential address:

Same as Section A:

YES NO If NO please complete details below

Suburb: _____ State: _____ Postcode: _____

Country (If not Australia): _____

Contact / Telephone Details:

Home: _____ Business: _____

Mobile: _____ Facsimile: _____

Email: _____

Section D: CHESS Sponsorship and Authority Instructions

Please tick one:

I/we wish to be CHESS Participant Sponsored with Lands Kirwan Tong Stockbrokers Pty Limited (LKT).

If so:

I/we wish for my/our issuer sponsored holdings to be converted to CHESS Participant Sponsored with LKT. (Please attach your Issuer Sponsored Statement(s)).

I/we am/are CHESS Participant Sponsored with another participant and wish for my/our existing sponsored holdings to be transferred to LKT (please complete and sign the form "CHANGE OF SPONSORING PARTICIPANT").

Name of Participant:

HIN:

I/we do not wish to become CHESS Participant Sponsored with LKT.

(Note: If you are already CHESS Participant Sponsored with LKT, this will not serve as notice of revocation of authority. You will be required to provide a formal written notification that you wish to cancel the CHESS Sponsorship Agreement.)

OFFICE USE ONLY: please do not complete this section

Sponsoring Participant Client Account Number:

HIN:

(Capital Letters)

Title / Company Name

Full Name

Surname

Joint Name (2) / Account Designation / Address Line 1

Joint Name (3) / Account Designation / Address Line 2

Account Designation / Address Line 3

Address Line 4

Address Line 5

POSTCODE / UN Country Code

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Section E: Execution of Agreement

Note: Each individual Account Holder must complete and sign this section. A corporate Account Holder must have this section completed and signed by its authorised officer(s). The witness to a signature must not be that of another Account Holder or authorised officer of a corporate Account Holder.

Acknowledgment and Execution by Account Holder(s)

By signing this Agreement, I/we acknowledge that I/we:

- have authority to enter into this Agreement;
- have received, understood and agree to be bound by the Trading Terms of this Agreement as may be amended from time to time;
- have received and understood the Financial Services Guide;
- incur obligations under this Agreement and give rights under it for valuable consideration received;
- agree to become CHESS Participant Sponsored with Lands Kirwan Tong Stockbrokers Pty Limited (LKT) if indicated in Section D and hereby authorise LKT to execute a CHESS Agreement on my/our behalf. I/we acknowledge that a Representative explained the effect of the Sponsorship Agreement to me/us and I/we acknowledge having read, understood and agreed to be bound by the Sponsorship Terms.

Signature (Account Holder/Officer)	Signature (Account Holder/Officer)	Signature (Account Holder/Officer)
Name (Please print)	Name (Please print)	Name (Please print)
Title of Officer (Corporate Account)	Title of Officer (Corporate Account)	Title of Officer (Corporate Account)
Signature of Witness	Signature of Witness	Signature of Witness
Name of Witness	Name of Witness	Name of Witness
Date	Date	Date

Additional Acknowledgment by Corporate Account Holder

Signing by Company: <input type="checkbox"/> By affixing its common seal <input type="checkbox"/> By its authorised officers In accordance with its Articles / Constitution	Affix Common Seal here if required
If a sole director / secretary Company Account Holder: <input type="checkbox"/> I signed in my capacity as sole Director and sole Secretary of the Company.	

Signing by Lands Kirwan Tong Stockbrokers Pty Limited (A.B.N. 34 006 684 411)

Signed for and on behalf of Lands Kirwan Tong Stockbrokers Pty Limited	Name & Title (Director / Manager / Company Secretary)	Date
--	---	------

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Section F: Authority to Operate Individual / Joint Account(s)

Please complete when a person other than the Account Holder is authorised to operate the account.

- I/We wish to appoint the person detailed below as an Authorised Person.
- I/We wish to cancel the appointment of the Authorised Person listed below.
- NOTE: Withdrawal is not effective until received and processed. A withdrawal request does not have to be signed by the Authorised Person.

Account Name: _____

Authorised Person - Personal Details

Title: _____ Full Name (given name(s) and surname): _____
 Single Married De Facto Divorced Widow(er)

Date of Birth: _____

/ /

Identification Document Type: _____

Identification Document Number: _____

*Please provide copy of identification document

Australian Resident: YES NO

Tax File Number: _____

Occupation: _____ Position / Title: _____

Employer: _____

Residential address:

Same as Section A: YES NO If NO please complete details below

Suburb: _____ State: _____ Postcode: _____

Country (If not Australia): _____

Contact / Telephone Details:

Home: _____ Business: _____

Mobile: _____ Facsimile: _____

Email: _____

Acknowledgment and Signature

Authorised Person: By signing below the Authorised Person acknowledges that they have:

- been given authority by the Account Holder(s) to operate the Account and will operate the Account in accordance with the Account Holder's investment objectives and personal circumstances; and
- read and understood the Financial Services Guide and the Trading Terms and, if relevant, Sponsorship Terms of the Agreement.

Signature of Authorised Person

Date

Witness (not Account Holder)

Account Holder(s): By signing below the Account Holder(s) acknowledge that the person nominated as an **Authorised Person** as above has authority to operate the Account on their behalf and has been and will continue to be provided access by the Account Holder(s) to information relating to the Account's investment objectives and personal circumstances to enable the Authorised Person to assess the appropriateness of any advice if Personal Advice is provided. Such authority remains valid until withdrawn in writing and signed.

Signature of Account Holder

Signature of Account Holder

Signature of Account Holder

Name (Please print)

Name (Please print)

Name (Please print)

Date

Date

Date

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Section G: Authority to Operate Corporate Account

Please complete when a person other than the Account Holder is authorised to operate the account.

- I/We wish to appoint the person detailed below as an Authorised Person.
- I/We wish to cancel the appointment of the Authorised Person listed below.
- NOTE: Withdrawal is not effective until received and processed. A withdrawal request does not have to be signed by the Authorised Person.

Account Name: _____

Authorised Person - Personal Details

Title: _____ Full Name (given name(s) and surname): _____

Single Married De Facto Divorced Widow(er)

Date of Birth: _____

/ /

Identification Document Type: _____

Identification Document Number: _____

*Please provide copy of identification document

Australian Resident: YES NO

Tax File Number: _____

Occupation: _____ Position / Title: _____

Employer: _____

Residential address:

Same as Section A: YES NO If NO please complete details below

Suburb: _____ State: _____ Postcode: _____ Country (If not Australia): _____

Contact / Telephone Details:

Home: _____ Business: _____

Mobile: _____ Facsimile: _____

Email: _____

Acknowledgment and Signature

Authorised Person: By signing below the Authorised Person acknowledges that they have:

- been given authority by the Account Holder(s) to operate the Account and will operate the Account in accordance with the Account Holder's investment objectives and personal circumstances; and
- read and understood the Financial Services Guide and the Trading Terms and, if relevant, Sponsorship Terms of the Agreement.

Signature of Authorised Person

Date

Witness (not an Officer)

Account Holder: By signing below the authorised officer(s) of the Account acknowledge on behalf of the body corporate / entity that the person nominated as an **Authorised Person** as above has authority to operate the Account on its behalf. Such authority remains valid until withdrawn in writing and signed. By signing, the authorised officers verify the signature of the **Authorised Person**. Such authority remains valid until withdrawn in writing and signed.

Signature of Officer

Signature of Officer

Name (Please print)

Name (Please print)

Title of Officer

Title of Officer

Date

Date

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Section H: Deed Of Guarantee And Indemnity For Directors Of Company

THIS DEED is made on the _____ day of _____ 20_____

BETWEEN **Lands Kirwan Tong Stockbrokers Pty Limited** ABN 34 006 684 411 AFS Licence No. 246970 of Level 12, 99 William Street, Melbourne in the state of Victoria ("LKT")

AND

Director / Guarantor	Director / Guarantor
Address	Address

of

("the Guarantors")

WHEREAS _____ ACN/ABN _____
Name of Company ("the Account Holder")

- A. has requested that LKT enter into a Client Services Agreement pursuant to which LKT agrees to operate the Account for the Account Holder.
- B. The Account Holder and LKT are bound by the Trading Terms for operating the Account, which may be varied by LKT in writing from time to time including those contained in any Trade Confirmation issued by LKT to the Account Holder.
- C. The Guarantors wish to guarantee the obligations of the Account Holder and to indemnify LKT against any liability that LKT may incur as a consequence of any dealings or other actions made by LKT on behalf of the Account Holder.

NOW THIS DEED WITNESSES and it is agreed as follows:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. The Guarantor acknowledges that it incurs obligations under this Deed for valuable and sufficient consideration from LKT. 2. The Guarantors hereby guarantee to LKT the due performance by the Account Holder of all of its obligations to LKT however arising, including but not limited to obligations to LKT incurred under: <ul style="list-style-type: none"> a. the Client Services Agreement; and b. the Participant Sponsorship Agreement; and c. any Trade Confirmation; and d. any other applicable Agreement. 3. The Guarantors agree to indemnify LKT and keep it indemnified against any and all liability or loss (including any consequential loss or damage suffered by LKT) arising from, and any costs (including legal costs), damages, charges and expenses suffered or incurred by LKT in connection with any failure by the Account Holder to: <ul style="list-style-type: none"> a. pay LKT any monies which are due and payable by the Account Holder; b. deliver Financial Products or documents which are due and deliverable to LKT from the Account Holder; or c. fulfill its obligations to LKT, including those under the Client Services Agreement. 4. This Guarantee and Indemnity shall be a principal and continuing obligation of the Guarantors notwithstanding termination of the Client Services Agreement and shall not be released, affected or discharged in any way by: <ul style="list-style-type: none"> a. any indulgence, delay or period of grace allowed by LKT to the Account Holder or Guarantors or any other person; or b. any modification or variation of the Client Services Agreement between the Account Holder and LKT; or | <ol style="list-style-type: none"> c. LKT becoming a party to or bound by any compromise, assignment of property, scheme of arrangement, composition of debts, scheme of reconstruction or deed of company arrangement by or relating to the Account Holder or any other person; d. any neglect, omission or default of LKT whereby the whole or part of the liability of the Guarantor to LKT as a surety would but for this provision have been affected or discharged; e. any other thing that would otherwise affect the obligations of the Guarantors; or f. any change in the constitution of LKT, the Account Holder or the Guarantors. <ol style="list-style-type: none"> 5. This Guarantee and Indemnity shall be in addition to and shall not merge with, or be affected by, any other security held by LKT in respect of the obligations of the Account Holder or Guarantor, now or in the future, notwithstanding any rule of law or equity, or any statutory provision to the contrary. 6. To the extent permitted, this Deed expressly excludes, waives and negatives all moratoriums, legislation and regulations and all relief and protection conferred on the Guarantor or Account Holder which may now or in the future affect the terms of this Deed. 7. The Guarantors acknowledge that each of them (jointly and severally): <ul style="list-style-type: none"> a. shall do everything to discharge the Guarantors' obligations under this Deed on demand of LKT; and b. has the power and authority to enter into this Deed; and c. has read the Trading Terms with respect to operating an Account with LKT; and d. will pay on demand of LKT a sum equal to all monies due and payable by the Account Holder to LKT and the amount of LKT's loss suffered or liability incurred without set-off or counter- |
|--|--|

claim notwithstanding that no request has been made by LKT to the Company for all or any part of these monies.

- 8. All monies required to be paid under this Deed to LKT must be paid to LKT at its registered office from the time being or at any other address as LKT may from time to time notify to the Guarantor and must be paid in Australian dollars.
- 9. LKT may assign or participate its rights and/or obligations under this Deed or the Client Services Agreement or any part of them and transfer its obligations or any part of them. Where LKT assigns or participates its rights or obligations or any part of them, the Guarantor must

execute all documents which in the opinion of LKT are reasonably necessary. The benefit of all provisions of this Deed will enure mutatis mutandis for the benefit of any assignee or participant as if the assignee or participant was included within the term "LKT".

- 10. The Guarantor may not assign, transfer or deal with its rights or obligations under this Deed.
- 11. This Deed is governed by and construed in accordance with the laws of Victoria. Each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of Victoria, or the Federal Court in Victoria.

Executed by the Guarantors as a Deed:

_____	_____
Name (Please print)	Name (Please print)
_____	_____
Signature	Signature
_____	_____
In the presence of (name of witness)	In the presence of (name of witness)
_____	_____
Signature of Witness	Signature of Witness

Executed by Lands Kirwan Tong Stockbrokers Pty Limited:

_____	_____
Name (Please print)	Name (Please print)
_____	_____
Signature of Director	Signature of Director/Secretary

Section I: Change of Sponsoring Participant

If you are currently Sponsored with another Sponsoring Participant and would like to transfer your Sponsored holdings to Lands Kirwan Tong Stockbrokers Pty Limited (LKT), please complete and return to our office by mail (to Lands Kirwan Tong Stockbrokers Pty Limited, PO Box 591 Collins Street West, Melbourne VIC 8007), or by facsimile to: (03) 9621 1463.

TO	SCRIP / SETTLEMENT CLERK
Name of existing Sponsoring Participant	
Account Designation	
Address of existing Sponsoring Participant	

I/We	Surname / Company Name	Given Name / ACN/ABN (If Company)
	Surname	Given Name
	Surname	Given Name
Account Designation		
Of (Address)		
Insert HIN:		

Please Select one of the following:

- Please transfer my/our HIN and all holdings associated with this HIN to LKT. This will retain my/our existing tax file number and DRP instructions.
- Please transfer PART of my/our sponsored holdings as indicated below to LKT. This may require me/us to reapply for DRP as well as re-submit my/our tax file number to the company

Security Name	No. of Shares	Security Name	No. of Shares

If you have any queries, please contact a Sponsorship Clerk on (03) 96295422.

_____ Signature (Account Holder/Officer)	_____ Signature (Account Holder/Officer)	_____ Signature (Account Holder/Officer)
_____ Name (Please print)	_____ Name (Please print)	_____ Name (Please print)
_____ Title of Officer (Corporate Account)	_____ Title of Officer (Corporate Account)	_____ Title of Officer (Corporate Account)
_____ Date	_____ Date	_____ Date

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Section J: Direct Credit of Proceeds of Account

To: The Directors
 Lands Kirwan Tong Stockbrokers Pty Limited
 Reply Paid 1268
 PO Box 591
 Collins Street West Vic 8007

OR: By Fax To: (03) 9621 1463

Dear Sirs,
 I/We

Surname / Company Name	Given Name / ACN/ABN (If Company)
Surname	Given Name
Surname	Given Name

Account
 Designation

--

Of (Address)

Holding the account number(s) detailed below:

LKT Account Number:

LKT Account Name:

request that you arrange for any amounts payable to me/us to be deposited directly into the belowmentioned bank account:

Financial Institution	A/c Name
BSB	A/c Number

I/We, the below signed, authorise Lands Kirwan Tong Stockbrokers Pty Limited (LKT) to implement the amendments to our records as detailed above.

_____ Signature (Account Holder/Officer)	_____ Signature (Account Holder/Officer)	_____ Signature (Account Holder/Officer)
_____ Name (Please print)	_____ Name (Please print)	_____ Name (Please print)
_____ Title of Officer (Corporate Account)	_____ Title of Officer (Corporate Account)	_____ Title of Officer (Corporate Account)
_____ Date	_____ Date	_____ Date

IMPORTANT NOTES

- We are only able to deposit proceeds of a superannuation account into the superannuation fund's nominated bank account (ie we cannot deposit proceeds of a superannuation account with proceeds from other types of account).
- For joint accounts all parties to the account must sign.
- For a company account, this authorisation must be signed by an authorised signature and in accordance with the company's constitution.

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Section K: Documentation via Email Authority

To: The Directors
 Lands Kirwan Tong Stockbrokers Pty Limited
 Reply Paid 1268
 PO Box 591
 Collins Street West Vic 8007

OR: By Fax To: (03) 9621 1463

Dear Sirs,
 I/We

Surname / Company Name	Given Name / ACN/ABN (If Company)
Surname	Given Name
Surname	Given Name
Account Designation	
Of (Address)	

Holding the account number(s) detailed below:

LKT Account Number:	LKT Account Name:

request that documentation (including electronic confirmations (contract notes), transaction statements, and Statements of Advice (SOAs)) for my/our account(s) be e-mailed to the following address(es): Please tick if you also want a hard copy to be posted.

--	--

Original – must be email address
 of account holder/ Authorised Officer

Copy if required – eg to Accountant, Authorised Person

I/We, the below signed, authorise Lands Kirwan Tong Stockbrokers Pty Limited (LKT) to implement the amendments to our records as detailed above.

_____ Signature (Account Holder/Officer)	_____ Signature (Account Holder/Officer)	_____ Signature (Account Holder/Officer)
_____ Name (Please print)	_____ Name (Please print)	_____ Name (Please print)
_____ Date	_____ Date	_____ Date

IMPORTANT NOTES

- For joint accounts all parties to the account must sign.
- For a company account, this authorisation must be signed by an authorised signature and in accordance with the company's constitution.

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