



**ASX, APX AND
INTERNATIONAL**

TRADING TERMS

MARCH 2014

<http://www.bby.com.au>

BBY LIMITED

ABN 80 006 707 777 AFSL No. 238095

This document contains important information regarding the terms and conditions which apply to your trading account with BBY. These terms and conditions apply to all dealings between you and BBY. By placing an Order with BBY, you accept the terms and conditions contained in this document.

BBY recommends that you read this document carefully and retain it for your future reference.

The schedules to this agreement apply to you if you receive the services from BBY to which those schedules relate.

1. YOUR AGREEMENT WITH BBY

BBY is admitted as a Trading Participant of ASX, Chi-X and APX with Trading Permission in respect of Traded Products.

If you wish to buy or sell or otherwise deal in Traded Products on a Relevant Market, you must communicate your Order to BBY. Whenever you effect Transaction in this way, BBY will carry the obligations to complete the relevant transaction.

2. ACKNOWLEDGEMENTS

You acknowledge that:

- (a) you have received a copy of the BBY Financial Services Guide (**FSG**). BBY reserves the right to change the FSG at any time without notice, subject to its obligations under the Corporations Act. A copy of the current FSG can be obtained on the website or on request.
- (b) you have read and understood all documentation provided to you by BBY including this agreement, any product disclosure statement, ASX Explanatory Booklet for Understanding Options Trading and Understanding Trading and Investment Warrants (if applicable); and
- (c) where you receive Confirmations by electronic means only, you accept that the conditions set out in the ASIC Market Integrity Rules apply.

3. GENERAL CONDITIONS OF TRADE

You acknowledge and agree:

- (a) to comply with these terms and conditions and all applicable legislation and the Exchange Rules and the directions, decisions and requirements of the Relevant Market and the customs and usages of the Relevant Market; and
- (b) all Transactions are subject to the terms and conditions contained in this agreement, and on the reverse of the Confirmation issued by or on behalf of BBY (if any), and to the Exchange Rules, the directions, decisions and requirements of the Relevant Market and the customs and usages of the Relevant Market, the correction of errors and omissions and, if the sale or purchase is in relation to CS Approved Products, the ASX Settlement Operating Rules.

4. TRADING IN WARRANTS, PARTLY PAID SECURITIES AND DERIVATIVES PRODUCTS

4.1 Warrants

If you wish to trade in Warrants, the terms of the BBY

Warrant client agreement will apply to you. However, before you may place an Order to trade in Warrants (other than an Order to sell a Warrant already held by you), you will need to sign and return a copy of this agreement to BBY or otherwise confirm in writing to BBY that you agree to be bound by the terms of this agreement.

4.2 Partly Paid Securities

If you wish to place an Order to buy Partly Paid Securities, the BBY Partly Paid Securities agreement will apply to you. However, before you may place an Order to buy Partly Paid Securities, you will need to sign and return a copy of this agreement to BBY or otherwise confirm in writing to BBY that you agree to be bound by the terms of this agreement.

4.3 Derivative Products

If you wish to trade in Derivatives Products, the terms of the BBY Derivatives Client Agreement will apply to you. However, before you may place an Order to trade in Derivatives Products, you will also need to sign and return a copy of this agreement to BBY or otherwise confirm in writing to BBY that you agree to be bound by the terms of this agreement.

5. SPONSORSHIP

- 5.1 Unless agreed otherwise with BBY, if you wish to buy, sell or otherwise deal in Traded Products under these arrangements, you must have a current Sponsorship Agreement with BBY to enable easy transfer of your Traded Products under CHESSE.

6. ACCOUNT OPENING

- 6.1 You may apply to open a new Client Account with BBY by completing an Application. BBY may refuse to open a new Client Account for any reason in its absolute discretion.
- 6.2 you warrant and represent that:
 - (a) the nominated account is an account in your name;
 - (b) if you are more than one person or entity, then each such person or entity shall be jointly and severally liable under these Terms and Conditions;
 - (c) if you are acting as trustee, you have the authority to be bound by these Terms and Conditions;
 - (d) if you are a corporation, you hold a valid ACN or ABN under the Corporations Act and your principal place of business is in Australia;
 - (e) if you are acting as an intermediary on another persons behalf, you are specifically authorised to deal in the relevant Traded Products, and you have the appropriate AFS Licence;
 - (f) if you are a natural person, you are 18 years of age or over; and
 - (g) each Order you place and each Transaction executed for you is lawful and you will at all times be in a position to meet all commitments on your part arising from Transactions under this agreement.
- 6.3 You agree that BBY may make such enquiries as it thinks fit of any person, including your employer, your bank or a credit agency relating to your creditworthiness.

7. ORDERS AND INSTRUCTIONS

You agree that, if you wish to place any Order, you must communicate your Order and other instructions or information to BBY.

BBY may at any time, in its absolute discretion, refuse to accept any (or may place a limit on any) Order from, or execute Orders (including without limitation Orders relating to Derivatives Market Transactions) for, you

BBY will not confirm to you the receipt of, nor will it be responsible for verifying the authenticity of any instructions given to it by or on behalf of you.

Subject to any instructions from you that are communicated to BBY, BBY will generally execute Orders in the sequence in which they are received. However, you acknowledge and agree that:

- (a) your Order may be automatically crossed against other orders before reaching the Market; and
- (b) BBY may not be aware of principal orders that are being (or may be) executed, and that direct market access arrangements and program trading may make it impossible to prevent principal orders from being executed at the same time as (or before) your Order. Accordingly, you agree that BBY may execute principal orders where your Order on the same terms is outstanding and that this document constitutes disclosure as required by ASIC Market Integrity Rule (ASX Market) 2010 5.1.8.

8. ORDERS RELATING TO SALES

You agree that whenever you place a sell Order with BBY, you must inform BBY whether or not your sell Order relates to a covered short sale – ie a sale where you have, at the time you place the sell Order with BBY, a legally binding commitment from a securities lender to lend the securities to you under a Securities Lending Arrangement.

Where your sell Order relates to a covered short sale, you must also inform BBY at the time of placing the sell Order:

- (a) the number of Traded Products to be sold that are to be delivered under the Securities Lending Arrangement;
- (b) a description of the Traded Products (eg. fully paid ordinary shares); and
- (c) the name of the entity that issued the Traded Products (eg Telstra Corporation Limited).

You acknowledge that BBY will not be permitted to execute a sell Order for you unless you have notified BBY of the information referred to above.

you agree that, each time you place a sell Order with BBY and notify BBY that the sell Order relates to a covered short sale, you will be taken to have warranted and represented to BBY that the sale will meet the requirements and conditions of the Corporations Act, Corporations Regulations and ASIC Class Orders (if any) (as amended from time to time) relating to covered short sales (including without limitation that you have obtained a legally binding commitment from a securities lender to lend the relevant securities to you under a Securities Lending Arrangement).

9. SETTLEMENTS

9.1 Settlement Date and Time

The Settlement Date and Time for sales or purchases is the date and time specified on the relevant Confirmation, or if no date and time are specified, it is 9.00am (Sydney time) on the third Business Day after the execution of the Transaction or, in the case of a Derivatives Market Transaction, on the first Business Day after execution of

the Derivatives Market Transaction.

you represent and warrant that before instructing BBY to place an Order, you will be in the position to pay for any Traded Products purchased and have a presently exercisable and unconditional right to vest any Traded Products sold (or that you meet all of the conditions to an exception in the Corporations Act, the Corporations Regulations or an ASIC Class Order from the requirement that have a presently exercisable and unconditional right to vest any financial products sold in the buyer and that you will meet your settlement obligations in respect of the sale) by the Settlement Date and Time and, in the case of a Derivatives Market Transaction, have the means to meet the obligations and margin requirements in respect of the Derivatives Market Transaction.

9.2 Purchases

You agree to and must ensure that all funds required to settle the relevant Transaction, and all brokerage, taxes costs, duties and charges in respect of that Transaction, are made available in your Cash Account before you place the Order in respect of that Transaction for withdrawal by BBY. Payment in cash is not acceptable.

On the execution of a Transaction, which will, on settlement, require you to pay an amount of money to BBY, you acknowledge that the amount will be “locked” in your Cash Account. From that time, you will not be entitled to withdraw those “locked” funds from the Cash Account. Only BBY will be entitled to use those funds for the purposes of settling the relevant transaction or otherwise as permitted under this agreement.

You authorise BBY to:

- (a) appropriate any credits, payments receipts or amounts to which you are entitled (including amounts standing to the credit of any trading or cash management trust account); and
- (b) set off those credits, payment, receipts or amounts against any amount due or owing by you to BBY.

BBY is not required to transfer to you any securities or other financial products acquired or purchased on your behalf, until BBY has been paid in full for the relevant acquisition.

9.3 Sales

All documents and Security Holder Information (including the holder identification number and if applicable, holder reference number) must be received in a deliverable form two Business Days prior to the Settlement Date and Time.

Credits in respect of sales are not available until the latest of:

- (a) the Settlement Date and Time;
- (b) when all documents and Security Holder Information have been received in a deliverable form; or
- (c) all amounts due and payable by you to BBY have been paid.

Sale proceeds will be paid directly to you unless BBY has agreed alternative arrangements with you.

9.4 CONFIRMATIONS

You will be given Confirmations as required by the Corporations Act and the ASIC Market Integrity Rules. You acknowledge that these may be in the form of a confirmation given by BBY.

You authorise BBY to dispatch confirmations to you electronically to the email address notified to BBY by you from time to time for this purpose.

You must promptly check the accuracy of every confirmation sent to you and notify BBY immediately of any error that you consider may have occurred. If BBY does not receive any such notification from you within 24 hours, you will be taken to have accepted the accuracy of the Confirmation.

A Confirmation may at any time be re-issued to you in order to correct any errors or omissions and the terms and conditions of the original Confirmation will apply in relation to the reissued Confirmation.

If you are a Wholesale Client for the purposes of the Exchange Rules, BBY may elect not to give any Confirmations to you in relation to Transactions executed for you. If BBY so elects, this document is taken to be the notification required to be given by BBY to you under the relevant Exchange Rules.

Where BBY enters into multiple Transactions in order to complete your Order (including on multiple Markets), you authorise BBY to accumulate those Transactions on a single Confirmation and to specify the volume weighted average price for those Transactions on that Confirmation. If requested by you, BBY will, if required under the Exchange Rules, give you a statement of all the individual prices of the relevant transactions which are accumulated and averaged in a Confirmation.

9.5 FAILURE TO SETTLE

If you fail to settle by failing to make payment, or deliver any documents or Security Holder Information to BBY in accordance with the relevant Confirmation or this agreement, BBY may do one or more of the following:

- (a) pass on to you all costs incurred as a result of that failure;
- (b) levy a default charge on the amount from time to time outstanding at a rate which BBY would be required to pay on an overdraft facility with its then current bankers;
- (c) charge an administration fee calculated by reference to the additional cost which may be incurred by BBY as a result of your failure to settle;
- (d) charge interest on any debit balances resulting from the failure to settle;
- (e) buy-in (or procure the purchase of) any securities or other financial products sold (with you being fully responsible for any loss in connection with such purchase) and recover the costs in so acting (and you acknowledge and agree that BBY may be obliged to do so under the ASX Settlement Operating Rules if you have failed to settle the sale or ensure that the sale is settled by the fifth Business Day after the relevant sale order was executed);
- (f) sell out (or procure the sale of) any securities or other financial products purchased on your behalf (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to BBY;

- (g) sell out (or procure the sale of) any securities or other financial products otherwise held by BBY on your behalf (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to BBY;
- (h) apply any cash held by BBY on your account to which BBY has access, or payments received for or from you, to reduce your liability to BBY; and
- (i) cancel any of your unexecuted orders,

and you authorise BBY and each of its directors and employees as your attorney to give instructions on your behalf in respect of your Traded Product holdings sponsored by BBY in CHESSE, or held by any of BBY's related bodies corporate in nominee holdings, and in respect of call deposit facilities or cash management trust accounts on which they are authorised to give instructions, to enable BBY to realise those Traded Products or funds and apply the proceeds in reduction of your liability to BBY and to recover BBY's costs in so acting.

If you fail to settle, BBY may make arrangements on your behalf to ensure that your settlement obligations are performed.

You are responsible for and indemnify BBY against all costs (including legal costs on a full indemnity basis), expenses, damages and losses arising in connection with any settlement failure referred to above including, without limitation, any consequential loss, brokerage, stamp duty, taxes, penalties, interest and legal costs.

You must pay or reimburse BBY any such administration fees and default charges and any amounts covered by the indemnity as above (together with any GST payable on those amounts) immediately upon demand. BBY may deduct any of those amounts (and any GST) from any sale proceeds or other amounts otherwise payable to you.

10. GUARANTEE AND INDEMNITY

- 10.1 The terms of this clause 10 are the terms which are incorporated into the Deed of Guarantee and Indemnity where a person executes as "guarantor" in the BBY application form, which expressly refers to and incorporates by reference these terms into that deed. The terms of this clause 10 apply to these terms including the schedules as applicable.
- 10.2 The Guarantor guarantees to BBY your performance of your obligations under these terms (including the schedules) and agrees to indemnify and to keep indemnified BBY and its employees, agents and representatives against any and all liability or loss (including any consequential loss or damage suffered by BBY) arising from, and any reasonable costs (including any reasonable legal costs and expenses on a solicitor and own client basis), damages, charges and expenses incurred by BBY arising out of your default, whether by act or omission:
 - (a) to pay BBY any moneys which are due and payable by you pursuant to these terms including the schedules; or
 - (b) to fulfil your obligations to BBY under these terms including the schedules.
- 10.3 This guarantee and indemnity are principal and continuing several obligations of each person who signs this document as Guarantor notwithstanding termination of all or any part of these terms including the schedules and will not be affected in any way by:

- (a) any indulgence, delay or period of grace allowed by BBY to you or a Guarantor;
 - (b) any modification or variation of these terms including the schedules;
 - (c) whether any other person has signed this document as a "Guarantor" or given any other credit support to BBY regarding your obligations to BBY;
 - (d) any other thing that would otherwise affect the obligations of a Guarantor; or
 - (e) any change in the constitution of you, BBY or the Guarantor.
- 10.4 To the extent permitted by law, this guarantee and indemnity are in addition to and will not merge with, or be affected by, any other security held by BBY in respect of your obligations or those of the Guarantor, now or in the future, notwithstanding any rule of law or equity, or any statutory provision to the contrary.
- 10.5. The Guarantor acknowledges that:
- (a) BBY may in its sole discretion choose to enforce this document against any one or more persons who have signed this or another document as "Guarantor" or other provider of credit support to BBY regarding your obligations to BBY;
 - (b) this guarantee and indemnity applies to these terms including the schedules from the time of commencement of these terms including the schedules even if before the date of this document;
 - (c) it will do everything to discharge its obligations under this guarantee and indemnity;
 - (d) whoever executes this document on behalf of the Guarantor has the power and authority to do so;
 - (e) it has read the terms of these terms including the schedules; and
 - (f) it will pay on demand of BBY a sum equal to all moneys due and payable by you to BBY under these terms including the schedules and the amount of BBY's loss suffered or liability incurred in relation to that without set-off or counter claim.
- 10.6 This guarantee and indemnity are governed by the laws in force in New South Wales and the Guarantor submits to the non-exclusive jurisdiction of the Courts of that State.
- 11. CANCELLATIONS**
- You authorise BBY to, and agree that BBY may, without your consent, cancel or amend (or request or agree to the cancellation or amendment of) any Transactions or Crossing relating to the sale or purchase (as the case may be) of Traded Products:
- (a) if the Relevant Market exercises its power under the Exchange Rules to cancel or amend (or require the cancellation or amendment of) the Transaction or Crossing; or
 - (b) in the event of an error or otherwise in the circumstances contemplated in the Exchange Rules,
- Your obligations in relation to the settlement of a Transaction cease to apply in respect of a cancelled transaction from the time it is cancelled.
- 12. DISCLOSURE OF INTEREST**
- You acknowledge that BBY may execute Orders for you in circumstances where BBY or any of its respective associates:
- (a) holds a principal position or deals in the Traded Products;
 - (b) provides similar services to other persons in relation to the Traded products;
 - (c) takes the opposite position in a Transaction (including a crossing either acting for another client entitling it to charge commission on both sides of the transaction or on its own account);
 - (d) sponsors or underwrites a new issue involving the Traded Products;
 - (e) has material price sensitive information relating to Traded Products where the individuals processing your Order are prevented from knowing or taking into account such information by reason of Chinese Walls; or
 - (f) has a potential conflict of interest of which you are not aware and which it is unable to disclose to you.
- 13. FEES AND CHARGES**
- You agree to pay BBY on demand all Transaction fees and charges, including BBY's commission, software fees and other duties and taxes payable at the rates determined by BBY from time to time and notified to you from time to time.
- You agree to pay BBY on demand interest on any amounts owing to BBY, at the rate at which BBY would be required to pay on an overdraft facility with its current bankers at the relevant time.
- You agree to BBY paying its representatives, authorised representatives and licensee partners (as the case may be) a set portion of the commission or brokerage (not exceeding 55%) that you pay to BBY as either their remuneration or as a referral fee. We confirm that neither BBY nor its representatives, authorised representatives nor licensee partners have discretion over the portion of commission to be paid in each instance. You agree that you give your clear and express consent to BBY making such payments and to BBY's representatives, authorised representatives and licensee partners (as the case may be) receiving such payments.
- 14. GST**
- If BBY is liable to pay GST on any supply made to you under or in connection with these terms, you must in addition to and at the same time as you are required to pay the GST exclusive amount in respect of the relevant supply, pay to BBY an amount equal to the amount of GST for which BBY is liable in connection with the relevant supply.
- 15. INTEREST ON BBY'S TRUST ACCOUNT**
- You acknowledge that BBY will retain the interest (if any) earned on monies held in its trust account from time to time.
- 16. INDEMNITY**
- In addition to the above, if as a result of failure by you to settle, or other breach by you of this agreement or other agreement with BBY, BBY or any of its employees, agents and representatives (each an **Indemnified Person**) suffers any claim, liability, direct or consequential loss or incurs any cost, charge or expense of any nature, you must on demand fully indemnify each Indemnified Person and keep each of them fully indemnified in respect of such claim, liability, loss, cost, charge or expense.

17. INFORMATION

You warrant that all information provided by you to BBY (including in your Application) is, or will be when given, accurate, true and correct and further agree to immediately notify BBY in writing upon becoming aware that such information is no longer accurate, true and correct including any change in address, telephone number or email address.

You agree that BBY may share such information, as well as your account details and information regarding your transactions in Traded Products with BBY's related bodies corporate on a confidential basis as BBY considers appropriate. You also consent to BBY disclosing such information and your account details to any regulatory authority, and consent to each of them using such information and your account details for the purposes of monitoring compliance by you, or any of them with their respective regulatory and contractual obligations, and resolving disputes.

18. AMENDMENT AND TERMINATION

BBY may amend this agreement from time to time. BBY will give you 10 days notice of any amendment, after which time, the amendment will become effective.

BBY may terminate this agreement effective immediately if you engage in any market manipulation, fraudulent conduct or conduct in breach of the Corporations Act. BBY may terminate this agreement at any time and without any reason by giving you five Business Days notice. Termination does not affect outstanding obligations under this agreement which are undischarged at the time of termination. Each indemnity in this agreement survives the termination of this agreement.

19. ASSIGNMENT

You agree that BBY may assign any or all of its rights and/or novate, transfer, sub-contract or delegate any or all of its obligations under these terms and conditions to any third party. These terms and conditions are personal to you and are agreed to by you for your own benefit and not for the benefit of any other third party.

20. NOTICES

Notices given by BBY (other than margin calls and fee and commission information) must be in writing and may be sent to the address, fax number or email address specified in your Application or later notified by you, or by posting the notice on its website. Any notice or Confirmation given by BBY (other than a margin call) is taken to have been received on the business day following the transmission or posting of the notice, demand or Confirmation.

Where a Client Account is opened in the joint names of more than one Client, each of you agrees that BBY may discharge any obligation it has to give a notice or a document to you under this agreement or the Corporations Act by giving notice to any one of you.

21. AUTHORISED AGENTS

You may at any time, by notice to BBY, revoke the appointment of an Authorised Agent and substitute another person as Authorised Agent. Where another person is appointed Authorised Agent, the notice must include the full name, telephone number, fax number, and email address of that person and be verified by you and, in the case of a corporate client, by a Director of the client.

You are and will remain solely liable and responsible for all acts and omissions of your Authorised Agent despite

that an act or omission of the Authorised Agent was outside their actual or ostensible authority or in error, fraudulent, negligent, in breach of its fiduciary duties or criminal.

You agree not to make, and release BBY from any right that you may have to make, any Claim against BBY for any Loss incurred or suffered by you which may arise in connection with any act or omission by the Authorised Agent.

22. COMPLAINTS

Complaints should be referred to BBY in accordance with the procedure in BBY's FSG provided to you.

23. NATIONAL GUARANTEE FUND AND COMPENSATION ARRANGEMENTS

As BBY is a Trading Participant of ASX, you may make a claim on the National Guarantee Fund (NGF) in the circumstances specified under part 7.5 of the Corporations Act and the Corporations Regulations. (For more information on the circumstances in which you may make a claim on the NGF or for information on the NGF generally, contact the Securities Exchange Guarantee Corporation Pty Limited ABN 19 008 626 793.)

Chi-X and APX operate differently to ASX in terms of compensation funds that provide protection for retail investors in the circumstances defined in the Corporations Act and Regulations.

The Chi-X and APX compensation funds cover losses resulting from defalcation or fraudulent misuse of your money, property or authority by a Chi-X or APX (as applicable) participant, subject to certain exceptions. In circumstances where your stockbroker is also an ASX participant, the following applies in relation to such a loss.

If you do not expressly or impliedly instruct your stockbroker, who is a Chi-X and/or APX participant, to execute your trading instructions on the Chi-X or APX market, and it is not reasonably apparent from the usual business practice of your stock broker which of the ASX, Chi-X or APX market the participant would use when acting for you, the Chi-X or APX fund will not apply. In this case, the National Guarantee Fund (NGF) may apply, provided the loss is connected to the ASX market and is covered by the NGF claims provisions. The NGF claims provisions are set out in Division 4 of Part 7.5 of the Corporations Act and Regulations (for further information see the legislation and the NGF Information Booklet available at www.segc.com.au). Note that if your stockbroker is not an ASX participant, the NGF will not apply in any circumstance.

24. GOVERNING LAW

This agreement is governed by the law in force in New South Wales and you and BBY submit to the non-exclusive jurisdiction of the court of New South Wales and courts which may hear appeals from those courts.

25. DEFINITIONS

AFS Licence means an Australian financial services licence issued under the Corporations Act.

Application means an application to open a Client Account with BBY.

APX means Asia Pacific Exchange Limited ABN 19 080 399 220 or the market conducted by APX, as the context requires.

ASIC means to Australian Securities and Investments Commission.

ASIC Market Integrity Rules (ASX Market) 2010 means ASIC Market Integrity Rules (ASX Market) 2010 made by ASIC under section 798G(1) of the Corporations Act.

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange operated by it (as the context requires).

ASX Clear means ASX Clear Pty Ltd (formerly known as Australian Clearing House Pty Ltd or ACH) ABN 48 001 314 503.

ASX Clear Operating Rules means the operating rules of ASX Clear, as amended and in force from time to time.

ASX Operating Rules means the operating rules of ASX, as amended and in force from time to time.

ASX Settlement means ASX Settlement Pty Ltd (formerly known as ASX Settlement and Transfer Corporation Pty Ltd or ASTC) ABN 79 008 504 532.

ASX Settlement Operating Rules means the operating rules of ASX Settlement, as amended and in force from time to time.

Authorised Agent means the person (if any) described as the authorised agent of you in the Application or another person notified by you to BBY in writing.

Business Day has the meaning given to it in the ASX Operating Rules.

Cash Account means an account with a bank, other deposit taking institution or a cash management trust, approved by BBY for the purposes of this agreement from time to time.

Chi-X means Chi-X Australia Pty Ltd ACN 129 584 667 and market operated by it.

Client Account means a trading account with BBY.

Confirmation means any confirmation issued by BBY or on its behalf on execution of an order and includes an electronically transmitted confirmation.

Corporations Act means the Corporations Act 2001 (Cth).

Corporations Regulations means the Corporations Regulations 2001 (Cth).

Derivatives Market Transaction has the meaning given to it in the ASX Operating Rules and means a transaction in Derivatives Products executed through ASX.

Derivatives Products has the meaning given to it in Schedule 4.

Exchange Rules means the ASIC Market Integrity Rules (ASX Market) 2010, ASIC Market Integrity Rules (Chi-X Australia Market) 2011, ASIC Market Integrity Rules (Competition in Exchange Markets) 2011, ASIC Market Integrity Rules (APX Market) 2013, ASX Operating Rules, ASX Clear Operating Rules, ASX Settlement Operating Rules, Chi-X Operating Rules, APX Business Rules 2013 and the APX Listing Rules 2013.

Loss or claim includes without limitation any expense, costs, liability, claims, damages, fees, taxes, duties, penalties, interest, legal costs (on a full indemnity basis), judgement, consequential, special or indirect loss or loss of prospective profits.

Order means any order placed by you with BBY to purchase or sell or otherwise deal in Traded Products.

Partly Paid Security means a Traded Product for which the holder may be liable to pay a call or instalment in accordance with the terms of issue and for which an amount remains unpaid, but does not include a Traded Product issued by a no liability company.

Relevant Market means the market operated by ASX, APX or Chi-X or any other securities exchange that BBY becomes a member of and executes your Transactions on.

Securities Lending Arrangement has the meaning given to it in section 1020AA of the Corporations Act.

Settlement Date and Time means the date and time specified on the relevant Confirmation, or if no date and time are specified, it is 9.00am (Sydney time) on the third Business Day after the execution of the Transaction.

Transaction means a Transaction executed on a Relevant Exchange.

This agreement means the agreement constituted by your acceptance of the terms and conditions contained in this document (including the Schedules to this document).

Traded Product means a financial product which may be traded through a Relevant Exchange and includes Derivatives Products.

Warrant has the meaning given to it in the ASIC Market Integrity Rules.

You means the person or persons in whose name the account is opened or named on the account opening or application form as the client. If that is more than one person, "you" means each of them separately and every two or more of them jointly. "You" includes your successors and assigns. If you are a joint holder, these terms and conditions bind each person jointly and severally, and each person is authorised to issue instructions to BBY and give receipts to them in relation to any purchase or sale of Traded Products or other matters to which these terms and conditions relate.

Words expressed in the singular include the plural and vice versa. Unless the context otherwise requires, a reference to a document or agreement includes any variation or replacement of it and a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision. Words used in this document have the meanings given to them in the Exchange Rules and where there is any inconsistency between this document and those rules, the latter will prevail to the extent of the inconsistency. You acknowledge that this document is not exhaustive and agree to be bound by other policies and procedures which concern the operations of your account with BBY as notified to you from time to time.

BBY LTD
Level 17 MetCentre
60 Margaret Street
Sydney NSW 2000
A Participant of ASX Group, APX and Chi-X

SCHEDULE 1

BBY INTERNATIONAL SECURITIES TRADING TERMS AND CONDITIONS AND RISK DISCLOSURE STATEMENT

The Terms and Conditions in this schedule apply, are supplementary to and form part of the BBY equities client terms of trading if you are authorised to trade in international securities through BBY.

1. DEFINITIONS

In this schedule

Account means an International Securities trading account established by BBY on your behalf;

Clearing Firm means Pershing LLC which will provide execution, clearing, settlement and custody services in relation to trading in International Securities, or such other firm as BBY may appoint from time to time;

Client means the person or body corporate for whom BBY establishes an Account;

International Securities means Securities (including, without limitation "Securities" as defined by the Corporations Act) traded on an International Stock Exchange.

International Stock Exchange means a stock exchange or regulated over-the-counter (OTC) securities market located outside of Australia;

BBY means BBY Limited ABN 80 006 707 777, AFSL No: 238 095;

you or your means the person or entity recorded as the Account holder of a BBY International Securities Trading Account.

2. TRADING IN INTERNATIONAL EQUITIES

- 2.1 BBY will provide a service to you for trading, clearing and settlement of International Securities, subject to these terms, and will advise you of the fees and commissions that apply.
- 2.2 BBY requires that if you intend to deal in International Securities through BBY you must first establish a BBY equities account to deal in Australian securities.
- 2.3 BBY will require settlement arrangements to be in place with you prior to accepting an order to buy or sell International Securities so that BBY can comply with its settlement requirements.
- 2.4 Confirmation will be provided to you of all trades executed.
- 2.5 BBY will purchase the International Securities which you instruct us to purchase on your behalf and will procure that all International Securities are held for you.
- 2.6 BBY will sell the International Securities which you instruct us to sell on your behalf and will arrange collection of sale proceeds for you.
- 2.7 You agree to pay BBY on demand all transaction fees and charges, including BBY's commission, software fees and other duties and taxes payable at the rates determined by BBY from time to time and notified to you. You agree to pay BBY on demand interest on any amounts owing to BBY, at the rate at which BBY would be required to pay on an overdraft facility with its current bankers at the relevant time. You agree to BBY paying its representatives, authorised representatives and licensee partners (as the case may be) a set portion of the commission or brokerage (not exceeding 55%) that you pay to BBY as either their remuneration or as a referral fee. We confirm that neither

BBY nor its representatives, authorised representatives nor licensee partners have discretion over the portion of commission to be paid in each instance. You agree that you give your clear and express consent to BBY making such payments and to BBY's representatives, authorised representatives and licensee partners (as the case may be) receiving such payments.

- 2.8 BBY will not arrange for voting rights in regard to the International Securities to be exercised by you.

3. CLIENT REPRESENTATIONS

- 3.1 You are, and at all times during your dealings with BBY will be, in a position to meet all commitments (financial and otherwise) on your part arising out of dealings with BBY or business conducted by BBY on your behalf. You agree that you and any authorised representatives are over the age of 18 years.
 - 3.2 If more than one individual has signed the application for this service, your obligations under these terms are joint and several. Any joint Account will be held jointly with rights of survivorship unless you notify BBY and provide such documentation as BBY requires. If there is more than one Account holder, each of you has the authority, acting alone, to take any action with respect to the Account(s), including, authority to:
 - (a) buy and sell securities and other property in the Account(s) and receive and dispose of securities, other property and money in the Account(s);
 - (b) receive confirmations, statements and communications relating to the Account(s); and
 - (c) generally deal with BBY as if each of you alone was the sole owner of the Account(s), all without notice to the others. Unless otherwise specified in writing, all persons constituting the Client agree that BBY may act on the instructions of any one of the persons without the necessity to refer to or notify any other person in connection with those instructions. You shall promptly notify BBY in writing if there is any material change in the facts set out in your Account application, including any financial information. In particular, but without limitation, you shall inform BBY in writing if you become a director, 10% shareholder, or policy-making officer of a publicly traded company trading on a foreign stock exchange, or if you become affiliated with or employed by any foreign securities firm, bank, trust company or insurance company.
- #### 4. ACKNOWLEDGEMENT
- 4.1 In using the services outlined in these terms, you acknowledge the following:
 - (a) You are not a US citizen;
 - (b) You must maintain at all times sufficient \$A to cover any international trading before such trade is executed.
 - (c) All International Securities business transacted by you will be subject to the relevant securities law of the jurisdiction in which the market is located. For US markets all business transacted for you is subject to relevant US securities law and stock exchange rules. In particular, you will not be permitted under this service to participate in securities distributions and initial public offerings to which the National Association of Securities Dealers "Interpretation regarding Free Riding and Withholding" may apply; and

- (d) All International Securities business transacted by you is not subject to the ASIC Market Integrity Rules, the ASX Operating Rules or any other rules of ASX, and you will not receive the benefit of coverage under the National Guarantee Fund.
- 4.2 You acknowledge and assume the risk of fluctuations in the exchange rate between the time of execution and the time at which the exchange rate is determined by BBY.
- 4.3 You will, upon request, provide to BBY any forms required to comply with US taxation legislation and regulations, including but not limited to a W-8BEN form.
- 4.4 You consent to BBY disclosing information in relation to your Account in order to comply with lawful enquiries by relevant US, Australian and other government or self regulatory organisations or agencies.
- 4.5 BBY will generally execute transactions through the Clearing Firm but may also execute transactions through other brokers with which it has formal arrangements in place in the following circumstances:
- (a) the Clearing Firm is unable to execute transactions;
 - (b) the Clearing Firm does not have access to exchanges needed to fulfil client orders; or
 - (c) the Clearing Firm does not have access to Securities or markets needed to fulfil client orders. You agree that any reasonable charges of BBY shall be in addition to those which are charged by such other brokers (all of which will be payable by you). Such brokerage fees will be disclosed to you prior to execution of the relevant transaction.
- 4.6 Transactions and customer assets may be subject to:
- (a) US laws and regulations and to the jurisdiction of US courts and regulators;
 - (b) to the terms of the relevant brokers' standard account agreements; and
 - (c) policies and procedures pertaining to Exchange rules, Clearing systems or Sub-custodian.
- 4.7 Your securities, assets and positions will be commingled with those of other customers of BBY.
- 4.8 BBY will effect foreign exchange transactions on your behalf in order to meet your settlement requirements. BBY is not liable for any losses you incur as a result of the conversion of currency undertaken on your behalf.
- 4.9 You will be liable for all taxes, including but not limited to any withholding taxes or estates taxes, goods and services taxes, assessments, duties and other governmental and statutory charges, including any interest or penalty (if any such tax is payable) with respect to the services.
- 4.10 BBY will not act on a discretionary basis on your behalf or for your benefit.
- 5. DEFAULT**
- 5.1 If:
- (a) you fail to pay or provide security for, amounts payable to BBY; or
 - (b) any other event occurs which constitutes a breach of these terms by you,
- BBY may in addition to any other rights which BBY may have against you, take any reasonable action, or refrain from taking any action, which BBY considers reasonable in the circumstances in connection with transactions under your Account and BBY may:
- (c) enter into one or more transactions to effect the close out of one or more transactions; and
 - (d) exercise any other rights conferred by these terms and perform any other obligations arising under these terms in respect of those transactions.
- 5.2 You will be liable for any losses, costs and expenses incurred by BBY as a result of BBY exercising its rights under clause 5.1 However, BBY shall remain liable for any losses, costs or expenses caused by its own neglect or default.
- 6. AMENDMENT AND TERMINATION**
- BBY may amend this agreement from time to time. BBY will give you 10 days notice of any amendment, after which time, the amendment will become effective.
- BBY may terminate this agreement immediately if you engage in any market manipulation, fraudulent conduct or conduct in breach of the Corporations Act. BBY may terminate this agreement at any time and without any reason by giving you five Business Days notice. Termination does not affect outstanding obligations under this agreement which are undischarged at the time of termination. Each indemnity in this agreement survives the termination of this agreement.
- RISK DISCLOSURE STATEMENT**
1. The risk in trading International Securities contracts on International Stock Exchanges can be substantial. Therefore you should carefully consider whether such trading is suitable for you in light of your financial circumstances. In considering whether to trade International Securities, you should be aware of the following risks:
- (a) Participation in International Securities transactions involves the execution and clearing of trades on or subject to the rules of an International Stock Exchange and the laws of the country in which that exchange is domiciled.
 - (b) The activities of foreign exchanges are outside the regulation of ASIC and ASX and neither body has the power to compel enforcement of the rules of a foreign exchange or any applicable foreign law notwithstanding that the ASX may be formally linked to that foreign market.
 - (c) Protective provisions of Australian legislation such as the Corporations Act and the rules of the ASX may not apply to clients who trade International Securities. Therefore you should obtain as much information as possible from your adviser concerning the foreign rules, particularly as regards to the protection of your funds, which will apply to International Securities transactions that may be carried out on your behalf.
 - (d) If you trade in International Securities or hold a cash balance denominated in currencies other than Australian Dollars, you may lose money due to exchange rate fluctuations. These losses may be in addition to any losses on the International Security itself.
 - (e) The custody of International Securities will be undertaken by third parties appointed by BBY. The administration of such custody will therefore be outside the control of BBY. This may result in notices from the issuer in relation to corporate actions eg tender, merger, dividend reinvestment plans or takeover offers not being communicated to BBY and ultimately not being communicated to you. BBY will

use its reasonable endeavours to require the third parties to provide such notices to it and/ or to you, but you acknowledge that if the third party holding custody of the International Securities does not communicate corporate actions to BBY or you, you may lose the benefit of a corporate action. As such circumstances are outside of BBY's control, BBY will not be liable for any such losses, costs or expenses as a result of such circumstances except where such losses, costs or expenses arise from BBY's own neglect or default.

2. You should also be aware that the price of any International Securities and, therefore, the potential profit and loss therein, may be affected by any variance in the foreign exchange rate between the time your order to purchase International Securities is placed and the time that the International Securities are sold. This statement does not disclose all of the risks and other significant aspects involved in trading on International Stock Exchanges. Please contact your BBY adviser if you have any questions in relation to potential risks.

SCHEDULE 2

The Terms and Conditions in this schedule apply, are supplementary to and form part of the BBY equities client terms of trading if you are to trade in warrants with BBY.

WARRANT CLIENT AGREEMENT BETWEEN BBY AND CLIENT

1. I/We have received and read a copy of the Explanatory Booklet issued by ASX in respect of Warrants.
 2. I/We am/are aware that a Warrant has a limited life and cannot be traded after its expiry date.
 3. I/We am/are aware that Warrants do not have standardised Terms of Issue and acknowledge that it is my responsibility to become aware of the Terms of Issue of any Warrant in which I choose to invest.
 4. I/We am/are aware that Warrants may be subject to adjustments after their initial issue. I acknowledge that it is my responsibility to become aware of any adjustments which may have been made to any Warrant in which I choose to invest.
 5. I/We am/are aware that admission to Trading Status of a Warrant does not imply that ASX or the Securities Exchanges Guarantee Corporation Limited gives any guarantee or warranty as to the viability of the Warrant-Issuer or Guarantor.
 6. I/We acknowledge that failure of the Warrant-Issuer or the Guarantor (if applicable) to fulfil their obligations does not give rise to a claim against ASX, handling Market Participants (such as BBY) or the Securities Exchanges Guarantee Corporation Limited.
- payments at some time in the future.
2. I/We am/are aware that it is my/our responsibility to obtain and read a copy of the prospectus, product disclosure statement or information memorandum issued by an Issuer which sets out the particular features of, and rights and obligations attaching to, a Partly Paid Security before I/we place an order to buy a Partly Paid Security.
 3. I/We am/are aware that I/we may be required to make further payments on a Partly Paid Security and that a failure to make a further payment by the specified date(s) may result in an issuer of a Partly Paid Security or their associates or agents taking action, including legal action, against me/us to recover the outstanding payments and/or may result in the forfeiture of my/our entitlement to the Partly Paid Security.
 4. I/We am/are aware that in certain circumstances I/we may be required to make a further payment on a Partly Paid Security despite the fact that I/we may have disposed of a Partly Paid Security prior to the date that a further payment falls due.
 5. I/We am/are aware that I/we should monitor announcements made by the Issuer of a Partly Paid Security and that it is my/our responsibility to inform myself/ourselves of the date/s or circumstances that a further payment falls due and the last day that I/we can dispose of the Partly Paid Security before I/we become required to make a further payment.
 6. I/We am/are aware that there is no guarantee that there will be sufficient liquidity in the market, or that the prevailing price in the market will be consistent with my/our expectations if I/we determine that I/we wish to sell my/our Partly Paid Securities. I/We acknowledge that we may be unable to dispose of the Partly Paid Securities and therefore I/we will remain liable for a further payment.
 7. I/We am/are aware that the amount of a further payment may be unrelated to the financial performance of a Partly Paid Security and that the amount of the further payment may exceed the intrinsic value of a Partly Paid Security at the time a further payment falls due.
 8. I/We acknowledge that an obligation on me/us in relation to a Partly Paid Security, including an obligation to make a further payment, does not give rise to a claim against ASX or the Securities Exchanges Guarantee Corporation Limited.
 9. I/We acknowledge that an obligation on me/us in relation to a Partly Paid Security, including an obligation to make a further payment, does not give rise to a claim against BBY Limited.

SCHEDULE 3

The Terms and Conditions in this schedule apply, are supplementary to and form part of the BBY equities client terms of trading if you are to trade in partly paid securities with BBY.

PARTLY PAID SECURITY CLIENT AGREEMENT BETWEEN BBY AND CLIENT

The following terms and conditions apply if the Client is to trade Partly Paid Securities. The Client agrees and acknowledges as follows:

1. I/We am/are aware that a Partly Paid Security is a security, which may require me/us to make a further payment or

SCHEDULE 4

OPTION TRADING AGREEMENT (DERIVATIVES CLIENT AGREEMENT)

BETWEEN

THE CLIENT AND BBY LTD ABN 80 006 707 777 AFSL NO. 238095 (BBY)

The Terms and Conditions in this schedule apply, are supplementary to and form part of the BBY equities client terms of trading if the Client is to trade in options (or other ASX derivatives) with BBY.

The Client and the BBY agree and acknowledge as follows:

1. INSTRUCTIONS

You may from time to time instruct BBY (either directly or through your financial adviser) to deal in the following kinds of derivatives which are traded on ASX:

- (a) Options (sometimes referred to as Exchange Traded Options); and
- (b) other kinds of derivatives traded on ASX for which BBY has trading permission to deal in, but not including Futures (**Derivative Products**).

2. AUTHORISATION OF ADDITIONAL ASX DERIVATIVE PRODUCTS

If you give instructions to BBY or your financial adviser to deal in an ASX Derivative Product in which you are not authorised to deal under this clause, those instructions are taken to vary this agreement to authorise you to deal in that ASX Derivative Product under this clause.

3. EXPLANATORY BOOKLET (RETAIL INVESTORS ONLY) [ASIC MINIMUM TERM 1(B) AND ASX CLEAR MINIMUM TERM 3]

You have received and read a copy of the current explanatory booklet published by ASX in respect of each Derivative Product. This clause does not apply in relation to a Client that is a Wholesale Client as defined in the ASIC Market Integrity Rules.

4. INVESTMENT IN ASX DERIVATIVE PRODUCTS [ASX CLEAR MINIMUM TERM 3]

You have formed the view that investment in Derivative Products is appropriate to your financial situation, investment objectives and particular needs. You acknowledge that dealing in derivatives incurs a risk of loss as well as a potential for profit.

5. NATURE OF BBY'S OBLIGATIONS [ASIC MINIMUM TERM 1(D)(I) AND ASX CLEAR MINIMUM TERM 4]

Notwithstanding that the BBY may act in accordance with your instructions and to your benefit, you acknowledge that any contract arising from any order submitted to the Market, is entered into by BBY as principal.

You acknowledge that upon registration of a Derivatives Contract with ASX Clear in the name of BBY, BBY incurs obligations to ASX Clear as principal, even though the Derivatives Contract may have been entered into on your instructions.

BBY will not confirm to you the receipt of, nor will it be responsible for verifying the authenticity of any instructions given to it by or on your behalf.

Subject to any instructions from you that are communicated to BBY, BBY will generally execute Orders

in the sequence in which they are received. However, you acknowledge and agree that:

- (a) your Order may be automatically crossed against other orders before reaching the Market; and
- (b) BBY may not be aware of principal orders that are being (or may be) executed, and that direct market access arrangements and program trading may make it impossible to prevent principal orders from being executed at the same time as (or before) your Order. Accordingly, you agree that BBY may execute principal orders where your Order on the same terms is outstanding and that this document constitutes disclosure as required by ASIC Market Integrity Rule 5.1.8.

6. DEALING AS PRINCIPAL [ASX CLEAR MINIMUM TERM 5 AND ASIC MINIMUM TERM 1(D)(II)]

You acknowledge that BBY may, in certain circumstances permitted under the Corporations Act and the ASX Operating Rules, take the opposite position in a transaction in the Derivative Products, either acting for another client or on its own account.

7. OBLIGATIONS OF CLIENT OWED TO BBY

On execution of a Derivatives Transaction by BBY (or another Trading Participant where the Derivatives Transaction is allocated or transferred to BBY as contemplated by clause 17) on your behalf:

- (a) BBY (and not that other Trading Participant or its clearing participant) is obliged as principal and has the Clearing Obligations (as defined in the ASIC Market Integrity Rules) for that transaction (including upon registration, obligations to ASX Clear as principal) even though the transaction has been entered into on Your behalf; and
- (b) you owe obligations to BBY in relation to that Derivative Transaction including the obligations set out in this agreement. Where you owe an obligation to deliver funds, security or information to BBY that obligation will not be satisfied by delivery to your Financial Adviser (if any).

8. RIGHTS OF CLIENT [ASX CLEAR MINIMUM TERM 4]

You acknowledge that any benefit or right obtained by BBY upon registration of a Derivatives Contract with ASX Clear by novation of a contract under the ASX Clear Operating Rules or any other legal result of registration is personal to BBY and the benefit of that benefit, right or legal result does not pass to you. You have no rights, whether by way of subrogation or otherwise, against ASX or ASX Clear in relation to any transactions by BBY (or any other Market Participant or Clearing Participant) in any Derivatives Contract.

9. APPOINTMENT AS AGENT [ASX CLEAR MINIMUM TERM 10]

You irrevocably appoints severally ASX Clear, and every director, manager and assistant manager for the time being of ASX Clear, at the option of ASX Clear (as applicable) to do all acts and execute all documents on Your behalf for the purpose of exercising the powers conferred on ASX Clear under ASX Clear Rule 15 including, the power to transfer or close out Derivatives Contracts if BBY commits an event of default.

10. APPLICATION OF ASX OPERATING RULES AND ASX CLEAR OPERATING RULES [ASX MINIMUM TERM 1, ASX CLEAR MINIMUM TERM 1 AND ASIC MINIMUM TERM (1)(D)(VII)]

You and BBY agree that the terms of your relationship in respect of Derivatives Contracts, and any dealings between you concerning Derivatives Contracts are subject to, and that you are bound by the Corporations Act, the ASIC Market Integrity Rules, the ASX Operating Rules, the ASX Clear Operating Rules and the procedures, customs, usages and practices of ASX, ASX Clear and their related entities, as amended from time to time, in so far as they apply to Derivatives Contracts. You acknowledge that each Derivative Product registered with ASX Clear is subject to the ASX Clear Operating Rules and the practices, directions, decisions and requirements of ASX Clear.

11. RIGHT TO REFUSE TO DEAL [ASX MINIMUM TERM 4, ASX CLEAR MINIMUM TERM 4 AND ASIC MINIMUM TERM (1)(D)(V) AND (VI)]

You acknowledge that BBY may at any time refuse to deal in, or may limit dealings in, the Derivative Products for You. BBY is not required to act in accordance with your instructions (or the instructions of your agent), where to do so would constitute a breach of the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules or the Corporations Act. BBY will notify you (or your agent) of any refusal or limitation as soon as practicable.

12. AUTHORITY [ASIC MINIMUM TERM (1)(C)]

You acknowledge that you are either:

- (a) acting as principal; or
- (b) acting as an intermediary on another's behalf and are specifically authorised to transact the Derivative Products, by the terms of:
 - i. an Australian financial services licence under the Corporations Act;
 - ii. a trust deed (if you are a trustee); or
 - iii. an agency contract.

13. MARGIN CALLS AND COVER

13.1 BBY may call for funds or security [ASX Clear Minimum Term 6]

BBY may call for payment of money or the provision of other security (Cover) which BBY considers, in its absolute discretion, appropriate in connection with the obligations incurred by BBY in respect of Derivative Contracts entered into on your account. You acknowledge that BBY is entitled to call for Cover under this clause of an amount or value which exceeds the amount of the Cover which BBY is required to provide to ASX Clear in respect of the Derivative Contracts registered with ASX Clear in your Client Account. The time by which you must pay any amount called or provide security is of the essence. You must pay the amounts, or provide the relevant security, within 24 hours of the call for payment.

13.2 Application of funds or financial products to satisfy calls

You authorises BBY to withdraw or otherwise apply funds or financial products held on your behalf to partially or fully satisfy such calls.

13.3 Authority to provide Cover

Where you make money or financial products available to BBY as Cover (whether by delivery to BBY or application

by BBY under this agreement), you:

- (a) warrant that you are legally entitled and authorised to do so, and that the Cover is free from all Encumbrances; and
- (b) authorise BBY to pay the money and/or make the financial products available to ASX Clear as Cover.

13.4 Interest on Cover

No interest is payable on moneys or other security provided by you to BBY under this clause.

13.5 BBY may use moneys as Cover

BBY may itself provide money or other financial products to ASX Clear as Cover for its Clearing Obligations and BBY will retain any interest it receives on such moneys.

14. COMMISSIONS AND FEES [ASX MINIMUM TERM 2, ASX CLEAR MINIMUM TERM 8 AND ASIC MINIMUM TERM (1)(D)(III)]

You must pay to BBY commissions, fees, taxes and charges, charged by BBY in connection with dealings for you in Derivative Products at the rates determined by BBY from time to time and notified to you from time to time. You agree to pay BBY on demand interest on any amounts owing to BBY, at the rate at which BBY would be required to pay on an overdraft facility with its current bankers at the relevant time.

You agree to BBY paying its representatives, authorised representatives and licensee partners (as the case may be) a set portion of the commission or brokerage (not exceeding 55%) that you pay to BBY as either their remuneration or as a referral fee. We confirm that neither BBY nor its representatives, authorised representatives nor licensee partners have discretion over the portion of commission to be paid in each instance. You agree that you give your clear and express consent to BBY making such payments and to BBY's representatives, authorised representatives and licensee partners (as the case may be) receiving such payments.

15. CONFIRMATIONS

You acknowledge that any confirmation (contract note/daily statement) dispatched electronically to you by or on behalf of BBY is subject to:

- (a) the terms and conditions of this agreement;
- (b) the directions, decisions and requirements of ASX, the ASIC Market Integrity Rules, the ASX Operating Rules, the ASX Clear Operating Rules and where relevant, the ASX Settlement Operating Rules;
- (c) the customs and usages of the Market (as defined in the ASIC Market Integrity Rules); and
- (d) the correction of errors and omissions.

If you are a Wholesale Client for the purposes of the ASIC Market Integrity Rules, BBY may elect not to give any Confirmations to you in relation to Derivatives. If BBY so elects, this agreement is taken to be the notification required to be given by BBY to you under the ASIC Market Integrity Rules.

16. CLIENT TO PROVIDE INFORMATION [ASX MINIMUM TERM 3 AND ASX CLEAR MINIMUM TERM 2]

You will take all reasonable steps to deliver information or documentation to BBY, or cause information or documentation to be delivered to BBY concerning

transactions in Derivative Products (including Option Transactions) which are requested by a person having a right to request such information or documentation. BBY is authorised to produce the information or documentation to the person making the request.

17. ALLOCATION (GIVE UP)

17.1 Client acknowledgement

You acknowledges that BBY is obliged as principal and has the Clearing Obligations in respect of all transactions in relation to Derivative Products which are executed by BBY on your behalf unless, in relation to a specified transaction or transactions:

- (a) you have consented to the allocation of the Derivatives Contract to another Clearing Participant;
- (b) BBY has consented to the allocation of the Derivatives Contract to that other Clearing Participant;
- (c) BBY has provided that consent prior to the Derivatives Contract being registered with ASX Clear;
- (d) that other Clearing Participant has accepted the allocation of those trades in accordance with the ASX Clear Operating Rules; and
- (e) that other Clearing Participant has entered into a Client Agreement with you which complies with the ASX Clear Operating Rules.

17.2 Authorisations with respect to Derivatives Contracts

For the purposes of clause 17, you authorise BBY in respect of any Derivatives Contract arising out of a transaction in a Derivative Product executed by BBY to:

- (a) allocate a Derivatives Contract to another Clearing Participant (Second Clearing Participant); and
- (b) consent on your behalf to the allocation of that relevant Derivatives Contract to a Second Clearing Participant,

provided that, at the time the instruction and consent are given by BBY, an agreement exists between you and the Second Clearing Participant which complies with the ASIC Market Integrity Rules, ASX Operating Rules and the ASX Clear Operating Rules (and any other applicable rules or law) and sets out the terms of their relationship in relation to the clearing of transactions in Derivative Products.

18. CANCELLATION OF TRADES

18.1 Authorisation with respect to cancelled transactions

You authorise BBY, and agree that BBY may, without your consent, cancel or amend (or request or agree to the cancellation or amendment of) any transaction in Derivative Products or any Derivatives Contract to which a confirmation relates:

- (a) if ASX exercises its power under the ASX Operating Rules to cancel or amend (or require the cancellation or amendment of) that transaction or Derivatives Contract; or
- (b) in the event of an Error (as defined in the ASX Operating Rules) or otherwise in circumstances contemplated in the ASX Operating Rules.

18.2 Obligations cease with respect to cancelled transaction

Yours and BBY's obligations relating to settlement and clearing of a transaction cease to apply in respect of a cancelled transaction from the time it is cancelled.

19. PAYMENTS AND DEFAULT

19.1 Client funds and property [ASX Clear Minimum Term 15]

BBY must deal with any money and property paid or given to BBY in connection with the BBY/client relationship in accordance with the Corporations Act and the ASX Clear Operating Rules.

19.2 Combination, deposit and use of funds [ASX Clear Minimum Term 15]

- (a) You acknowledge that your monies and the monies of other clients of BBY may under the ASX Clear Operating Rules be combined and deposited by BBY in a trust account or clients' segregated account. You acknowledge that all monies credited to your segregated account maintained by BBY may be used by BBY to meet the default of any other client of BBY.
- (b) Despite clause 19.2(a), BBY agrees that it will only pay your monies into a trust account.

19.3 Set Off

BBY is entitled to set off any monies received from the sale of financial products on your behalf against any monies due to BBY by you on any account.

19.4 Default [ASX Clear Minimum Term 7]

If:

- (a) you fail to pay, or provide security for, amounts payable to BBY or fail to perform any obligation arising pursuant to the exercise or settlement of a Derivatives Contract;
- (b) you become bankrupt or enter into a composition or arrangement for the benefit of creditors or, being a company, a liquidator is appointed to you or an administrator, receiver, receiver and manager or official manager is appointed over all or a part of your property or an encumbrance or its agent takes possession of all or part of your property or you enter into any scheme of arrangement with creditors under Part 5.1 of the Corporations Act;
- (c) you make any representation that is incorrect or misleading in any material way with the result that loss or damage is, or is likely to be, suffered by BBY;
- (d) in the absence of you making alternative arrangements, you are at any time not contactable by BBY (or your financial adviser) immediately in order for BBY to obtain instructions or call for payment of money or the provision of other security;
- (e) your conduct is such that BBY is of the view that you will be unable to comply with all your obligations under this agreement, including strict compliance with any time limits;
- (f) you fail to complete a contract for the transfer of Underlying Financial Products following the exercise of an Option CCP Contract;
- (g) a guarantee or other security provided by you to BBY is withdrawn or becomes ineffective and other replacement security acceptable to BBY is not provided;
- (h) you "fail to settle" for the purpose of the terms of your agreement with BBY in relation to the execution, clearing and settlement of transactions in financial products quoted on ASX or any other Market or other Market Transactions; or

any other event occurs which you and BBY have agreed in this agreement constitutes a default, (each a default), BBY may, in addition to any other rights which it may have against you, without giving prior notice to you, take any action, or refrain from taking action, which it considers reasonable in the circumstances in connection with Derivatives Contracts registered in your account or otherwise entered into on your account (including, Derivatives Contracts arising from those contracts) and BBY may:

- (i) enter into one or more transactions (whether on market or by private contract, together or in lots for cash or credit and for a price or prices upon such terms and conditions in all respects as BBY sees fit) to effect the close out of one or more Derivatives Contracts in accordance with the ASX Clear Operating Rules;
- (j) exercise one or more Derivatives Contracts in accordance with the ASX Clear Operating Rules;
- (k) enter into or execute any Cash Market Transaction or Derivatives Transaction (including a Futures Market Transaction) as BBY sees fit, whether or not you are permitted under clause 1 to place an Order in respect of that kind of transaction);
- (l) sell or cause to be sold:
 - (i) any or all of your property, including any security lodged with BBY (whether the property or security had been lodged with BBY in connection with this agreement or for any other reason) or held by BBY or its Related Bodies Corporate on your behalf or in a Holding in respect of which BBY, its nominee company or a Related Body Corporate of BBY is the Controlling Participant; and
 - (ii) any financial products held by BBY in an account for you or otherwise held (including any financial products in a Holding in respect of which BBY, its nominee company or a Related Body Corporate of BBY is the Controlling Participant);
- (m) exercise any other power, right or remedy which BBY may have under this agreement or in law or equity;
- (n) exercise or cause to be exercised any other rights conferred by or perform any other obligations arising under the ASIC market Integrity Rules, ASX Operating Rules, the ASX Clear Operating Rules or this agreement in respect of any Derivatives Contracts or Derivatives Transactions;
- (o) charge an administration fee calculated by reference to the additional cost which may be incurred by BBY as a result of the default;
- (p) levy a default charge on the amount of up to 15% per annum;
- (q) apply any cash held by BBY (or your financial adviser) on your account or to which they have access (including any amount held), or payments received from you in reduction of your liability to BBY; or
- (r) cancel any of your unexecuted orders, and you must account to BBY as if those actions were taken on your instructions and you are liable for any deficiency and is entitled to any surplus which may result.

In relation to any of the rights exercisable for the

benefit of BBY in the event of a default, you authorise BBY and each of its directors and employees as your attorney to give instructions on your behalf in respect of your holdings of financial products in respect of which BBY, its nominee company or a Related Body Corporate of BBY is the Controlling Participant, or held by BBY, its nominee company or by their Related Bodies Corporate in nominee holdings, and in respect of call deposit facilities or cash management trust accounts on which they are authorised to give instructions, to enable BBY to realise those financial products or funds and apply the proceeds in reduction of your liability to BBY and to recover BBY's costs in so acting.

You must pay or reimburse BBY any such administration fees and default charges (together with any GST payable on those amounts) immediately upon demand or at BBY's option it may deduct such administration fees and default charges (and any GST) from any proceeds of sale, or proceeds from the close out or exercise of rights in relation to a Derivatives Contract, or other amounts otherwise payable to you. BBY will not be liable to you for any failure by BBY to exercise (or any delay in the exercise by BBY of) any power under this clause, or any loss incurred by you as a result of BBY not exercising any of its powers under this clause 19.4 immediately, or at all, following an event of default by You.

You acknowledge that BBY, in exercising any of its rights under this clause 19.4, is entitled to act to protect its own interests and is under no obligation to subordinate the protection of its own interests to those of yours.

19.5 Effect of liquidation of contract following default

Upon close out of any Derivatives Contract in accordance with clause 19.4, you are liable to pay to BBY any amount owing to BBY in respect of that contract. If you fail to make that payment within the time specified by BBY (which time is of the essence), BBY may deal with any of your money or other property held by BBY and apply the proceeds against that amount.

19.6 Assignment to your financial adviser of amounts owing

This clause applies if you trade in derivatives through a financial adviser or intermediary. If you have not paid any amount due to BBY under this agreement, in addition to its rights under clause 19.4, BBY may assign that debt to your financial adviser and the assigned debt will become an obligation to your financial adviser and your financial adviser (and each of its directors and employees) will have the rights and powers (and may do all the things) set out in clause 19.4 as if a reference to BBY were a reference to your financial adviser.

19.7 Method of Payment

Where money is payable by you to BBY (for example where BBY has called for payment of money under clause 13 or has notified you of commissions and fees), you:

- (a) are not permitted to make payment in cash; and
- (b) will be entitled to make payment from a cheque or savings account by BPAY, where the relevant document provided by BBY or your financial adviser (such as a confirmation or notice as the case may be) bears a Biller Code. Payment by this means will only be acceptable to BBY if you quote the relevant

Billor Code and its BPAY reference number.

19.8 Release

In consideration of BBY entering into this agreement with you, you release BBY (and its Related Bodies Corporate and their respective directors, officers, employees and agents) (the Released Parties) in respect of all present or future claims you may have against the Released Parties or any of them arising out of or in connection with the exercise by BBY of any of its rights under this clause 19.

20. CHANGE OF PARTICIPANT [ASX CLEAR MINIMUM TERM 16]

If you receives a Participant Change Notice from BBY and the Participant Change Notice was received at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of Participant, you are under no obligation to agree to the change of Participant, and may choose to do any of the things set out below.

You may choose to terminate this agreement in accordance with clause 23 or by giving instruction to BBY, indicating that you wish to transfer your Derivatives Contracts to another Participant.

If you do not take any action to terminate this agreement and do not give any other instructions to BBY which would indicate that you do not agree to the change of Participant then, on the Effective Date, this agreement will have been taken to be novated to the new Participant and will be binding on all parties as if on the Effective Date:

- (a) the new Participant is a party to this agreement in substitution for BBY;
- (b) any rights of BBY are transferred to the new Participant; and
- (c) BBY is released by you from any obligations arising on or after the Effective Date.

The novation cannot take effect until you have received a notice from the new Participant confirming that the new Participant consents to acting as the Participant for you. The Effective Date may as a result be later than the date set out in the Participant Change Notice.

You will be taken to have consented to the events referred to above by the doing of any act which is consistent with the novation of this agreement to the new Participant (for example by giving an instruction to the new Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.

This agreement continues for the benefit of BBY in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation not binding or effective on the Effective Date, then this agreement will continue for the benefit of BBY until such time as the novation is effective, and the existing Participant will hold the benefit of this agreement on trust for the new Participant.

Nothing in this clause 20 will prevent the completion of DTP transactions or Derivatives Contracts by BBY where the obligation to complete those transactions or contracts arises before the Effective Date and this agreement will continue to apply to the completion of those contracts, notwithstanding the novation of this agreement to the new Participant under this clause 20.

21. INDEMNITY

You agree to indemnify and keep indemnified BBY from all

claims, losses, liabilities, damages and costs (including legal costs on a solicitor and client basis) whatever and however arising suffered or incurred by BBY directly or indirectly arising out of or in connection with:

- (a) BBY acting as Trading Participant or Clearing Participant for the purposes of the ASX Operating Rules or the ASX Clear Operating Rules as contemplated by this agreement;
- (b) the performance by BBY of its obligations under this agreement;
- (c) any failure by you to strictly comply with, or to perform any of your obligations under, this agreement;
- (d) any representation or warranty given by you under this agreement proving to be untrue or incorrect; or
- (e) any Allocated Trade.

22. TAPE RECORDING OF CONVERSATIONS [ASX CLEAR MINIMUM TERM 9 AND ASIC MINIMUM TERM (1)(D) (IV)]

You acknowledge that BBY may record telephone conversations between you and BBY. If there is a dispute between you and BBY, you have the right to listen to any recording of those conversations. Nothing in this Agreement obliges the Broker to keep a recording longer than 90 days.

23. TERMINATION OF AGREEMENT [ASX CLEAR MINIMUM TERM 11 AND ASIC MINIMUM TERM (2)]

Either you or BBY may terminate this agreement by giving notice in writing to the other. Termination will be effective upon receipt of the notice by the other party. Notice may be given to BBY by your agent. BBY may give notice to you by giving notice to your agent.

24. EFFECT OF TERMINATION [ASX MINIMUM TERM 5 AND ASX CLEAR MINIMUM TERM 12]

Termination does not affect the existing rights and obligations of you or BBY at termination.

Upon termination of this agreement, BBY will close out all Derivatives Contracts registered in your Account with BBY, unless, in accordance with a direction from you, the registration of those contracts is transferred to another Clearing Participant in accordance with the ASX Clear Operating Rules.

25. JOINT AND SEVERAL LIABILITY

If you constitute more than one person then each of those persons is jointly and severally bound by this agreement and BBY is entitled to act on the instructions of any one of those persons.

26. AMENDMENT

This agreement may be amended by BBY from time to time. BBY will give you 10 days notice of any amendment, after which time, the amendment will become effective.

27. REVISED TERMS PRESCRIBED BY ASX [ASX MINIMUM TERM 6 AND ASX CLEAR MINIMUM TERM 13]

If ASX prescribes amended minimum terms for a Client Agreement for the Derivative Products for the purposes of the ASX Operating Rules or ASX Clear Operating (New Terms), to the extent of any inconsistency between these terms and the New Terms, the New Terms will override the terms of this agreement and apply as if you and BBY had entered into an agreement containing the New Terms.

28. BBY TO PROVIDE CLIENT WITH COPY OF CHANGES [ASX MINIMUM TERM 7 AND ASX CLEAR MINIMUM TERM 14]

BBY will provide a copy of the New Terms to you as soon as practicable after ASX prescribes the New Terms.

29. CREDIT REFERENCES

You agree that BBY may make such enquiries as it thinks fit of any person, including your employer, bank or credit agency, relating to your creditworthiness.

30. PRIVACY

BBY agrees to comply with its obligations under the Privacy Act 1988 (Cth) (as amended from time to time) to the extent relevant to this agreement.

31. GOVERNING LAW

This agreement is governed by the law in force in New South Wales and you and BBY submit to the non-exclusive jurisdiction of the courts of New South Wales and courts which may hear appeals from those courts.

32. INTERPRETATION

Unless the contrary intention appears:

ASIC Market Integrity Rules means ASIC Market Integrity Rules (ASX Market) 2010 made by ASIC under section 798G(1) of the Corporations Act.

ASIC Minimum Term means the terms contained in ASIC Market Integrity Rule 3.1.7 (minimum terms of client agreement for options market contracts).

ASX means ASX Limited ABN 98 008 624 691.

ASX Clear means ASX Clear Pty Ltd (formerly known as Australian Clearing House Pty Ltd or ACH) ABN 48 001 314 503.

ASX Clear Minimum Term means the terms contained in Schedule 5 to the ASX Clear Operating Rules.

ASX Clear Operating Rules means the operating rules of ASX as amended from time to time.

ASX Minimum Term means the terms contained in Appendix 3801-2 to the ASX Operating Rules Procedures: Options Client Agreement – Minimum Terms.

ASX Operating Rules means the operating rules of ASX as amended from time to time.

ASX Settlement means ASX Settlement Pty Ltd (formerly known as ASX Settlement and Transfer Corporation Pty Ltd or ASTC) ABN 79 008 504 532.

ASX Settlement Operating Rules means the operating rules of ASX Settlement as amended from time to time.

Derivatives Contract means a Derivatives Market Contract (as defined in the ASIC Market Integrity Rules and the ASX Operating Rules) or a Derivatives CCP Contract (as defined in the ASX Clear Operating Rules) or the corresponding contract between you and BBY as the context requires.

Derivative Product has the meaning given to it in clause 1.

Derivatives Transaction has the meaning given to Derivatives Market Transaction in the ASIC Market Integrity Rules and ASX Operating Rules and where the context requires includes the sale or purchase of Underlying Financial Products following the exercise of a Derivatives Contract.

Other words and phrases defined in the ASIC Market

Integrity Rules, the ASX Operating Rules, the ASX Clear Operating Rules or the ASX Settlement Operating Rules have the meaning given to them in the applicable Rules. A copy of these Rules is available on request.

Words expressed in the singular include the plural and vice versa.

A reference to a document or agreement includes any variation or replacement of it.

SCHEDULE 5

The Terms and Conditions in this schedule apply, are supplementary to and form part of the BBY equities client terms of trading if you are to receive sponsorship services from BBY.

SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

SECTION 1 - EXPLANATION OF CHESSE SPONSORSHIP AGREEMENT

This document explains the effect of the CHESSE (Clearing House Electronic Subregister System) sponsorship agreement (agreement) if you (the client) enter the agreement with us (the sponsor / controlling participant). A copy of the agreement is attached for your inspection. It is important that you read this document and understand its contents before signing the agreement. If you sign the agreement, you acknowledge that you have understood the effect of the agreement.

What is the purpose of the agreement?

The agreement appoints us as your “controlling participant” on CHESSE.

CHESSE is a system of registering financial products on computer so instead of holding certificates to show that you own shares or other financial products, under CHESSE you have financial products registered in your name to show that you own them. CHESSE is operated by ASX Settlement Pty Limited ABN 49 008 504 532 (**ASX Settlement**) under the ASX Settlement Operating Rules. Only certain people may control financial products on CHESSE (we fall under one of these categories). By signing the agreement, you appoint us as your controlling participant to control your holding of financial products on CHESSE. In other words, we “sponsor” your holdings of financial products on CHESSE.

Explanation of the agreement

- (a) Details of the parties: front page of the agreement

These details identify the parties to the agreement and enable us to perform our obligations as your controlling participant under the agreement.

- (b) Our authority and obligations: clauses 2 to 9 of the agreement

In clause 2 you authorise us to act as your agent on CHESSE in respect of your holding(s) of the financial products identified by your HIN on the front page of the agreement.

Clauses 3 to 7 set out our obligations in relation to the transfer of financial products into or out of your holding.

Importantly, we will not usually initiate any transfer or conversion of financial products into or out of your holding without your express authority (clause 3). However, in limited circumstances, for example, if we ask that you pay for financial products and the contract of the financial products remains unpaid, we may sell those financial products at your risk and expense (clause 5)

- Clauses 8 and 9 identify the regulatory regime which applies to us and with whom a complaint against us may be lodged.
- (c) Acknowledgements by you: clauses 10, 11 and 12 of the agreement
- Clauses 10, 11 and 12 of the agreement contain certain acknowledgements by you. These acknowledgments are:
- (i) that you have understood the effect of this agreement;
 - (ii) that if you die or become bankrupt, your sponsored holdings will be locked (the “holder record lock”);
 - (iii) that if you die, the agreement remains in operation, with your legal representative authorised to administer your estate for up to three months after the removal of the holder record lock;
 - (iv) that if we are not a market participant of ASX, neither ASX nor a Related Body of ASX has any responsibility for supervising or regulating the relationship between you and us (we note however that we are a market participant of ASX);
 - (v) that in the event of your death or bankruptcy, where a joint holding exists, we will establish a new holder record in the name of your joint holder or take steps to protect the interest of the joint holder not subject to the bankruptcy order.
 - (vi) if a transfer of a financial product included in your holding is effected in accordance with the ASX Settlement Operating Rules, then:
 - (A) you may not assert or claim against ASX Settlement or the relevant issuer of the financial product that we were not authorised by you to effect that transfer; and
 - (B) unless the transfer was taken to have been effected by a market participant of ASX or other relevant Australian securities market or a clearing participant of ASX Clear, you have no claim arising out of the transfer against the national guarantee fund under the Corporations Regulations (we note however that we are both a market participant of ASX, APX and Chi-X and a clearing participant of ASX Clear).
- (d) Security, other interests and sub-positions: 13, 14 and 15 of the agreement
- If you instruct us to lodge financial products as cover for written position in relation to exchange traded options or advise us that an interest has been or will be created over financial products, you give us authority to give effect to your instructions. Note that we must always act within the ASX Settlement Operating Rules.
- (e) Information: clauses 16 to 21 of the agreement
- You must promptly give us any information or documents we ask for to enable us to perform our obligations to act as your controlling participant or comply with the ASX Settlement Operating Rules and requirements.
- (f) Fees and indemnities: clauses 22 to 24 of the agreement
- Clause 22 states that you must pay us fees under the agreement as advised by us from time to time. There are currently no fees payable by you in connection with the sponsorship agreements.
- In clause 23, you indemnify us – that is, you agree to be responsible for and pay on our demand – for liabilities, losses or costs we suffer or incur:
- (i) in connection with performing our obligations under the agreement;
 - (ii) in connection with us acting as your controlling participant or agent for the purposes of CHES; or
 - (iii) if you do something you agree not to do, or don't do something you agree to do, under the agreement.
- Under clause 24 you authorise us to debit any amount you owe us to any account you have with us.
- (g) Suspension from CHES; clause 25 of the agreement
- If we are suspended from CHES participation, you may instruct ASX Settlement to remove your sponsored holdings from the CHES subregister or move them to another controlling participant in CHES. If you do not give ASX Settlement such notice within 20 business days, ASX Settlement may change your CHES sponsor.
- (h) Complaint procedures; clauses 26 to 29 of the agreement
- You have certain rights if you wish to claim compensation or make a complaint against us. In particular, if we breach the agreement with you, you may refer that breach to any regulatory authority including ASX Settlement. If we breach a provision of the agreement and you make a claim against us, our ability to satisfy that claim will depend on our financial position. If a breach by us of a provision of the agreement falls within the circumstances specified in the compensation arrangements applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations, you may make a claim under the relevant compensation arrangements.
- (i) Change of controlling participant; clauses 30 to 36 of the agreement
- Clauses 30 to 36 contain provisions setting out what is to happen if there is a significant change to the organisational structure of our group or the whole of our business is to be transferred to another controlling participant. In particular, those provisions provide for the novation of the agreement to another controlling participant without the need for you to sign a new agreement.
- (j) Termination: clauses 37 and 38 of the agreement
- The agreement is terminated if we become insolvent, if our participation on CHES is terminated/suspended, if either party notifies the other that it wants to terminate the agreement, or if you give us a withdrawal instruction under rule 7.1.10(c) of the ASX Settlement Operating Rules. Note that while one of these events will bring the agreement to an end, the rights and obligations which have occurred before that time are not effected (clause 38).
- (k) ASX Settlement Operating Rules; clause 39 and 40 of the agreement
- If there is an inconsistency between a part of this agreement and the ASX Settlement Operating Rules, the ASX Settlement Operating Rules will prevail to the extent of that inconsistency.
- You have the obligation under clause 39 not to do anything to prevent or hinder us from complying with our obligations under the ASX Settlement Operating Rules.
- (l) Miscellaneous: clauses 41 to 50 of the agreement
- These clauses deal with several important procedural and

legal matters.

Clause 41 clearly sets out the procedure for formal communications between you and us. Importantly, if you give instructions to your broker, we are not obliged to act in accordance with those instructions until they are actually passed on to us. Clauses 44 and 45 set out the procedure we will follow if we want to waive or vary a provision of the agreement. Note that we usually need your written consent if we want to vary a provision. Clauses 49 and 50 of the agreement state that you are entitled to receive a copy of the agreement executed by you and us, and that you instruct us not to send you a hard copy of the agreement executed by us. However, if you ask us at any time, we will send to you a hard copy executed by us.

You can request a copy of the executed agreement by contacting your BBY advisor.

(m) **Meaning of words**

At the end of the provisions section of the agreement is a dictionary which explains the meaning of key words which appear in the agreement.

SECTION 2 - OPERATIVE PROVISIONS

Parties

You and BBY Limited ABN 80 006 707 777 AFSL No. 238095 (**BBY**).

Defined Terms

The meaning of defined terms words are set out at the end of this agreement.

What is CHESS?

1. CHESS is a system of registering financial products on computer. It is operated by ASX Settlement under the ASX Settlement Operating Rules. Instead of receiving a certificate in respect of your shares or other financial products, you receive a holding statement.

Only certain categories of people may control financial products on CHESS (we fall within one of these categories). Other people who have financial products on CHESS need their holding "sponsored" by a "controlling participant" for the purposes of CHESS. This agreement relates to your appointment of us as your "controlling participant".

Our authority and obligations

2. You appoint us as your "controlling participant" for the purposes of CHESS with respect to your holding with the holder identification number(s) (HIN(s)) specified or to be specified in the application form, the front of this agreement or other relevant place. A holder identification number is a number that is used to identify a holding in CHESS. You authorise us as your agent to do any act under CHESS relating to your holding.
3. Subject to clause 8, we will not initiate any transfer or conversion into or out of your holding sponsored under this agreement without your express authority.
4. Subject to clause 5, we are not obliged to transfer financial products into your holding where payment for those financial products has not been received, until payment is received.
5. If we demand that you pay for financial products, but the contract for the purchase of those financial products remains unpaid, or you owe us funds or money for any other transaction involving us, we may sell those

financial products at your risk and expense (including any brokerage, stamp duty, GST and other applicable charges) and pay the proceeds of such sale to us.

6. If we claim that you have not paid us an amount lawfully owed to us, we can refuse to comply with your withdrawal instructions (but only to the extent necessary to retain in your holding sponsored under this agreement financial products with a value equal to 120% of the current market value of the amount claimed).
7. Subject to clauses 5 and 6, we will initiate any transfer, conversion or other action necessary to give effect to withdrawal instructions within the scheduled time.
8. ASX Settlement will not accept a Notice of change of Controlling Participant under Rule 8.17 where Holdings to which the Notice relates comprise AQUA Products and the new Controlling Participant is not accredited in accordance with Section 18 of the Rules to facilitate the settlement of AQUA Products. In this instance, the existing Controlling Participant must convert the AQUA Product Holdings to Holdings on the Issuer Sponsored Subregister. If the existing Controlling Participant fails to convert the AQUA Product Holdings to Holdings on the Issuer Sponsored Subregister, ASX Settlement may convert the AQUA Product Holdings to Holdings on the Issuer Sponsored Subregister.
9. The regulatory regime which applies to us is Chapter 7 of the Corporations Act, the Operating Rules of ASX, APX and Chi-X, the ASX Clear Operating Rules and the ASX Settlement Operating Rules. You can obtain information as to our status from ASIC, ASX, APX, Chi-X, ASX Clear and ASX Settlement.

10. A complaint against us may be lodged by you with us, ASIC, ASX, APX, Chi-X, ASX Clear, ASX Settlement or FOS. You may lodge a claim for compensation with us or, if the circumstances specified in Part 7.5, Division 4 of the Corporations Regulations apply, with the National Guarantee Fund.

Acknowledgements by you

11. You acknowledge that:
 - (a) before you signed this agreement we provided you with an explanation of the effect of this agreement and that you understood the effect of this agreement;
 - (b) if you die or become bankrupt, a holder record lock will be applied to all your holdings sponsored under this agreement in accordance with rules 8.15.8 to 8.15.11 of the ASX Settlement Operating Rules (unless your legally appointed representative or trustee elects to remove those holdings from the CHESS subregister);
 - (c) if you die, this agreement is deemed to remain in operation in respect of the legally appointed representative authorised to administer your estate for a period of up to three calendar months after the removal of the holder record lock pursuant to rule 8.16.3 of the ASX Settlement Operating Rules (unless your legally appointed representative elects to remove the holdings sponsored under this agreement from the CHESS subregister); and
 - (d) if we are not a market participant of an Approved Market Operator, neither the Approved Market Operator, nor a Related Party of the Approved Market Operator, has any responsibility for supervising or regulating the relationship between you and us, other

- than in relation to the rules relating to sponsorship agreements.
12. If you are a joint holder, you also acknowledge that:
- (a) if one of the joint holders dies, all holdings under the joint holder record must be transferred into new holdings under a new holder record in the name of the surviving holder(s) (this agreement remains valid for the new holdings under the new holder record); and
 - (b) if one of you becomes bankrupt, we will:
 - (i) establish a new holder record in the name of the one of you that is bankrupt, transfer that person's interest into new holdings under the new holder record and request that ASX Settlement apply a holder record lock to all holdings under that holder record (unless the legally appointed representative of the bankrupt holder elects to remove the holdings from the CHES subregister); and
 - (ii) establish a new holder record in the names of the other joint holders and transfer their interest into new holdings under the new holder record.
13. You acknowledge that if a transfer is taken to be effected by you under rule 9 of the ASX Settlement Operating Rules and the Source Holding for the transfer is a Participant Sponsored Holding under the sponsorship agreement, then:
- (a) you may not assert or claim against ASX Settlement or the relevant Issuer that the transfer was not effected by us or that we were not authorised by you to effect the transfer; and
 - (b) unless the transfer was taken to have been effected by a market participant of ASX or a clearing participant of ASX Clear, you have no claim arising out of the transfer against the National Guarantee Fund under Part 7.5, Division 4 of the Corporations Regulations.
- Security, other Interests and sub-positions**
14. If you tell us that financial products are to be lodged with ASX Clear as cover for written positions in the market for exchange traded options operated by ASX, you authorise us to take whatever action is required by ASX Clear or the ASX Settlement Operating Rules to give effect to that cover.
15. If you tell us that a charge or other interest in financial products has been or is to be given to a person, then you authorise us to take whatever action is required by that person in accordance with the ASX Settlement Operating Rules to give effect to or record that interest.
16. We may take steps to create a subposition over your holding in the circumstances contemplated by clauses 13 or 14. We may also create a subposition if you consent. If we do this, your ability to transfer, convert or otherwise deal with the financial products will be restricted in accordance with the ASX Settlement Operating Rules.
- Information**
17. You must promptly give us any information or documents we ask for to enable us to:
- (a) perform our obligations or to act as your "controlling participant" or agent under this agreement; or
 - (b) comply with the requirements of ASX Settlement or the ASX Settlement Operating Rules.
18. You must, in respect of each holder record (which exists or is to be created) for you, ensure that we are advised of the registration details (including any applicable residency indicator).
19. You must ensure that the information referred to in clause 17 above is provided to us:
- (a) as soon as possible after you place an order with a trading participant (including an order relating to FOR financial products) but in any event, not later than 2 business days prior to the scheduled settlement date of the relevant market transaction; and
 - (b) if your registration details have changed, as soon as possible after that time.
20. If you do not ensure that we are advised of a residency indicator but we have been provided with a street address, then we will be taken to have been advised that, if the relevant street is:
- (a) a street located in Australia, a residency indicator of "D" (for domestic) applies with respect to that holder record; or
 - (b) a street located outside Australia, a residency indicator of "F" (for foreign) applies with respect to that holder record.
21. if we suffer any claim, liability, direct or consequential loss (including to ASX Settlement or an issuer) or incur any cost, charge or expense of any nature as a result of you providing (or procuring the provision) or being taken to provide inaccurate registration details, or failing to provide (or procure the provision of) accurate registration details, you must on demand fully indemnify us and keep us fully indemnified in respect of such claim, liability, loss, cost, charge or expense.
- (a) as soon as possible after you place an order with a trading participant (including an order relating to FOR financial products) but in any event, not later than 2 business days prior to the scheduled settlement date of the relevant market transaction; and
 - (b) if your registration details have changed, as soon as possible after that time.
22. Information or documents you give us may be disclosed:
- (a) to any person for these purposes;
 - (b) if required by any regulatory authority (including ASX Settlement) or if allowed or required by law; or
 - (c) to our officers, employees, advisers and agents; or
 - (d) if you consent; or
 - (e) to enable us to enforce our rights.
- Fees and indemnities**
23. You must pay us fees in connection with these sponsorship arrangements as advised by us from time to time.
24. You indemnify us against, and you must therefore pay us on demand for liability, loss or costs (including consequential or economic loss) we suffer or incur:
- (a) in connection with us performing our obligations under this agreement; or
 - (b) in connection with us acting as your "controlling participant" or agent for the purposes of CHES; or
 - (c) if you do something you agree not to do, or don't do

something you agree to do, under this agreement.

25. You must pay us these amounts when we ask. We may also debit any of these amounts to any account you have with us even if we do not expressly ask you to pay us.

The indemnity in clause 23 is a continuing obligation, independent of your other obligations to us. It continues even after this agreement is terminated. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

Suspension from CHES

26. If we are suspended from CHES participation, (subject to the assertion of an interest in financial products controlled by us, by the liquidator, receiver, administrator or trustee of us) you have the right, within 20 business days of ASX Settlement giving notice of the suspension, to give a note to ASX Settlement requesting that your holdings sponsored under this agreement be removed either:

- (a) from the CHES subregister; or
- (b) from our control to the control of another Sponsoring Participant with whom you have entered into a valid sponsorship agreement pursuant to rule 12.19.10 of the ASX Settlement Operating Rules.

If you do not give ASX Settlement such a notice, ASX Settlement may effect a change of controlling participant under rule 12.19.11 of the ASX Settlement Operating Rules, in which case you will be deemed to have entered into a new sponsorship agreement with the substitute controlling participant on the same terms as this agreement. Where you are deemed to have entered into a new sponsorship agreement in accordance with this clause, the controlling participant must enter into a sponsorship agreement with you within 10 Business Days of the change of controlling participant.

Complaint procedures

27. Except as referred to in clauses 27 and 28, no external compensation arrangements apply to you in relation to this sponsorship agreement.
28. If we breach a provision of this agreement and you make a claim for compensation pursuant to that breach, our ability to satisfy that claim will depend upon our financial circumstances.
29. If a breach by us of a provision of this falls within the circumstances specified under Part 7.5, Division 4 of the Corporations Regulations, you may make a claim on the National Guarantee Fund for compensation.
30. If we breach this agreement, you may refer that breach to any regulatory authority, including ASX Settlement.

Change of controlling participant

31. If you receive a Participant Change Notice from us of the Participant Sponsored Holding and the Participant Change Notice was received at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of controlling participant, you are under no obligation to agree to the change of controlling participant, and may choose to do any of the things set out in clauses 31 or 32.
32. You may choose to terminate this agreement by giving withdrawal instructions under the ASX Settlement Operating Rules to us indicating whether you wish to:
- (a) transfer your Participant Sponsored Holding to another controlling participant; or

- (b) transfer your Participant Sponsored Holding to one or more Issuer Sponsored Holdings.

33. If you do not take any action to terminate the agreement in accordance with clause 31 above, and do not give any other instructions to us which would indicate that you do not agree to the change of controlling participant then, on the Effective Date, this agreement will have been taken to have been novated to the new controlling participant and will be binding on all parties as if, on the Effective Date:
- (a) the new controlling participant is a party to this agreement in substitution for the existing controlling participant; and
 - (b) the existing controlling participant is released by you from any obligations arising on or after the Effective Date.

34. The novation in clause 32 will not take effect until you have received a notice from the new controlling participant confirming that the new controlling participant consents to acting as the controlling participant for you. The Effective Date may as a result be later than the date set out in the Participant Change Notice.

35. You will be taken to have consented to the events referred to in clause 33 by the doing of any act which is consistent with the novation of this agreement to the new controlling participant (for example by giving an instruction to the new controlling participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.

36. This agreement continues for the benefit of the existing controlling participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause 32 not binding or effective on the Effective Date, then this agreement will continue for the benefit of the existing controlling participant until such time as the novation is effective, and the existing controlling participant will hold the benefit of this agreement on trust for the new controlling participant.

37. Nothing in clause 30 to 35 will prevent the completion of CHES transactions by the existing controlling participant where the obligation to complete those transactions arises before the Effective Date and this agreement will continue to apply to the completion of those transactions, notwithstanding the novation of this agreement to the new controlling participant under clauses 30 to 35.

Termination

38. Subject to the ASX Settlement Operating Rules, this agreement is terminated:
- (a) if either party notifies the other in writing that it wants to terminate this agreement (in which case this agreement is terminated from the time the notice is received unless a later time is specified in this notice);
 - (b) if we become insolvent;
 - (c) if our participation as a broker in CHES is terminated or suspended; or
 - (d) upon the giving of a withdrawal instruction by you to us in accordance with rule 7.1.10(c) of the ASX Settlement Operating Rules.
39. The termination of this agreement does not affect any rights or obligations that have accrued before that time.

ASX Settlement Operating Rules

40. This agreement is subject to the ASX Settlement Operating Rules. You must not do anything that would prevent or hinder us from complying with our obligations under the ASX Settlement Operating Rules.
41. If this agreement is inconsistent with the ASX Settlement Operating Rules, the ASX Settlement Operating Rules prevail to the extent of the inconsistency.

Miscellaneous

Notices and other communications

42. Unless otherwise required or permitted by us or by the ASX Settlement Operating Rules, notices and other communications must be in writing. Written notices or other communications may be:
- (a) sent or faxed to the address or fax number last notified (which at the date of this agreement is the address or fax number in the Details); or
 - (b) left at, or sent by courier or post to, (in the case of a company) the company's head office or principal place of business or (in the case of an individual) the individual's place of residence or business last known to the person sending the document.
43. They take effect from the time received unless a later time is specified in them. If sent by post, they are taken to be received on the second business day after a correctly addressed and stamped envelope is posted. If sent by courier, they are taken to be received when delivered to the correct address. If sent by fax, they are taken to be received when the sender's fax machine indicates a successful transmission to the correct fax number.
44. If there are more than one of you, we may treat a notice or other communication (including instructions) signed or received from one of you as binding on all of you.

Waiver and variation

45. We can vary this agreement by giving you written notice of the variation. We will give you:
- (a) at least 8 business days notice of the variation of the variation is, in our reasonable opinion, to remove any inconsistency between this agreement and the ASX Settlement Operating Rules; and
 - (b) at least 20 business days notice in other cases.
46. Subject to clause 44, a provision of this agreement, or a right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

Overdue interest

47. If you do not pay us an amount when it is due, we can charge interest on the overdue amount. We do this using the method and interest rate we determine from time to time.

Set off

48. We may set off any amount we owe you against any amount you owe us or any of our related companies.

Applicable law

49. This agreement is governed by the laws in force in New South Wales. You and we submit to the non-exclusive jurisdiction of the courts of New South Wales.

Copies of this agreement

50. We have given you two copies of this agreement. Please keep one copy in a safe place. Please sign and return the other copy to us for us to execute.

51. You are entitled to receive a copy of this agreement executed by you and us. By returning to us one copy signed by you, you instruct us not to send to you a hard copy of this agreement executed by us. However, if you ask us to, we will provide you at any time with a hard copy of this agreement executed by you and us.

Meaning of words

AQUA Product means an Approved Financial Product that is admitted under Schedule 10A of the ASX Operating Rules, and is a Managed Fund Product (as defined in the ASX Operating Rules) which is issued by or provided pursuant to a "simple managed investment scheme" (as defined in the Corporations Regulations) in relation to which the issuer provides disclosure in the form of a shorter PDS in accordance with Part 7.9 Division 4, Subdivision 4.2C of the Corporations Regulations.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691.

ASX Clear means ASX Clear Pty Limited ABN 48 001 314 503.

ASX Clear Operating Rules means the operating rules of ASX Clear.

ASX Operating Rules means the operating rules of ASX.

ASX Settlement means ASX Settlement Pty Limited ABN 49 008 504 532.

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

bankrupt means being in a state of "bankruptcy" as that term is defined in the ASX Settlement Operating Rules.

business day has the meaning given in the ASX Settlement Operating Rules. Generally, it means any day other than a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and a day that Australian Stock Exchange Limited declares is not a business day.

CHESS stands for Clearing House Electronic Subregister System and has the meaning given in the ASX Settlement Operating Rules. It is a system of registering financial products on computer.

CHESS subregister has the meaning given in the ASX Settlement Operating Rules. Generally, it means that part of a register of financial products that is administered by ASX Settlement.

clearing participant has the meaning given to it in the ASX Operating Rules. Generally it means a person admitted as a participant under the Clearing Rules (as that term is defined in the ASX Operating Rules).

controlling participant has the meaning given to it in the ASX Settlement Operating Rules. Generally it means a person who has the capacity in CHESS to transfer financial products in and out of a sponsored holding.

conversion has the meaning given in the ASX Settlement Operating Rules. Generally, it means the movement of financial products from one holding on one subregister to another holding on another subregister without a change in legal ownership.

costs includes charges and expenses (including stamp duty and other government charges); and costs, charges and expenses in connection with legal and other advisers on a full indemnity basis.

financial products has the meaning given in the ASX Settlement Operating Rules.

FOR financial products has the meaning given in the ASX Settlement Operating Rules. In general, it refers to financial products which, because of legislation or a governing instrument, must not be owned beyond a specified limit by foreign persons.

FOS means Financial Ombudsman Service, GPO Box 3 Melbourne VIC 3001.

holder record has the meaning given in the ASX Settlement Operating Rules. Generally, it means the details recorded by securities clearing house in CHESS for the purpose of operating one or more holdings.

holder record lock has the meaning given in the ASX Settlement Operating Rules. Generally, it means the facility in CHESS for preventing financial products from being deducted from a holding.

holding has the meaning given in the ASX Settlement Operating Rules. Generally, it means a holding of financial products by a person.

including, when introducing an example does not limit the meaning of the word to which the example relates to that example of examples of a similar kind.

issuer has the meaning given in the ASX Settlement Operating Rules.

market transaction has the meaning given in the ASX Settlement Operating Rules.

market participant has the meaning given to it in the ASX Operating Rules.

Registration Details has the meaning given in the ASX Settlement Operating Rules. In general, it refers to your name, address and a Residency Indicator.

residency indicator has the meaning given in the ASX Settlement Operating Rules. In general, it refers to a code (being "D" for domestic, "F" for foreign and "M" for mixed) used to indicate the status for the purposes of the relevant legislation or governing instrument of the ultimate beneficial owner of FOR Financial Products in a holding on CHESS

scheduled time has the meaning given in the ASX Settlement Operating Rules. The scheduled time varies depending on the act to which it relates.

subposition has the meaning given in the ASX Settlement Operating Rules. Generally, it means an arrangement under which activity relating to the financial products may be restricted and access to the financial products given to a person other than your normal sponsor.

trading participant has the meaning given in the ASX Settlement Operating Rules.

transfer has the meaning given in the ASX Settlement Operating Rules. Generally, it means a transfer of financial products to or from a holding on CHESS.

you or client means the person named in this agreement as client. If there are more than one, **you** means each of them separately and every two or more of them jointly. **You** includes your successors and assigns.

withdrawal instructions has the meaning given in the ASX Settlement Operating Rules. Generally, it means the instructions by a person who is sponsored on CHESS for the withdrawal of financial products from the sponsored holdings.

We, us or sponsor means BBY Limited ABN 80 006 707 777 AFSL No. 238095 and its successors and assigns.

Certain definitions refer to the ASX Settlement Operating Rules. You should read those rules for the full terms of the definitions. The definition may change from time to time if the ASX Settlement Operating Rules are changed.

The singular includes the plural and vice versa.

A reference to:

- (a) a document (including the ASX Settlement Operating Rules) or agreement includes any variation or replacement of it;
- (b) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and
- (c) any thing includes the whole and each part of it.

SCHEDULE 6

The Terms and Conditions in this schedule apply, are supplementary to and form part of the BBY equities client terms of trading if you are to receive nominee services from BBY.

NOMINEE AGREEMENT TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 This agreement contains the terms on which BBY agrees to arrange for the provision to the Client of nominee services in respect of various securities and other financial products owned and nominated by the Client from time to time (Financial Products) and the holding on the Client's behalf all certificates and other documents or evidence of title relating to the Financial Products.
- 1.2 Subject to completion by or on behalf of the Client of the relevant application form, BBY will arrange for BBY Nominees Pty Ltd, ABN 30 007 001 443 (BBY Nominees) to hold the Financial Products as bare trustee and nominee for the Client in accordance with the following terms and conditions.
- 1.3 BBY may arrange another nominee appointed under clause 3.2 to hold certain Financial Products as bare trustee and nominee for the Client, in which case a reference in this agreement to BBY Nominees is also a reference to the nominee appointed under that clause unless the context otherwise requires.

2. PROVISION OF BBY NOMINEES SERVICES

- 2.1 The Client acknowledges that, in the case of Financial Products which may be held in a CHESS holding sponsored by a controlling participant under the ASX Settlement Rules, the Financial Products may be held in the same CHESS holding under which BBY Nominees holds securities for other persons.
- 2.2 Where BBY Nominees acts as nominee for any of the Client's Financial Products:
 - (a) BBY Nominees will be registered as the holder of the Financial Products;
 - (b) all certificates and other documents or evidence of title relating to the Financial Products held in custody will be retained by BBY Nominees;
 - (c) BBY Nominees will, on the Client's behalf, collect or otherwise receive all principal, dividends, interests, other amounts and entitlements relating to the Financial Products held in custody and will account to the Client for the same; and
 - (d) Unless BBY is instructed otherwise by the Client, BBY Nominees will deposit into BBY's trust account to be held for the Client any moneys received by BBY Nominees on the Client's behalf.
- 2.3 BBY may in its absolute discretion:
 - (a) decline a request from the Client that BBY Nominees hold any particular Financial Products on the Client's behalf; and
 - (b) at any time procure that BBY Nominees discontinue to hold any particular Financial Products on the Client's behalf and procure that BBY Nominees transfer those Financial Products to the Client (or at the Client's direction).
- 2.4 BBY will not arrange for BBY Nominees to hold any Partly Paid Security on the Client's behalf unless the Client has made arrangements (to BBY's satisfaction) to pay to BBY Nominees, a sufficient amount to cover any liability

arising from all possible future calls in respect of the Partly Paid Securities.

3. NON-AUSTRALIAN MARKET QUOTED FINANCIAL PRODUCTS

- 3.1 Without limiting clause 2.3, this agreement is not intended to provide for BBY Nominees to hold Financial Products that are not listed for quotation on a securities exchange operating in Australia (such as ASX, APX or Chi-X) including foreign listed securities (Non-Australian Market Quoted Financial Products) and BBY may decline a request from the Client for BBY Nominees to hold any particular Non-Australian Market Quoted Financial Products or procure that BBY Nominees discontinue to hold particular Non-Australian Market Quoted Financial Products on the Client's behalf. The Client acknowledges that, before BBY procures BBY Nominees to hold any particular Non-Australian Market Quoted Financial Products, BBY may require the Client to agree to additional terms in relation to those Non-Australian Market Quoted Financial Products.
- 3.2 BBY may appoint another nominee to hold Non-Australian Market Quoted Financial Products as bare trustee and nominee for the Client in accordance with the terms of this agreement, as modified in accordance with clause 3.1.

4. INSTRUCTIONS IN RELATION TO FINANCIAL PRODUCTS

- 4.1 The Client agrees that it must give all instructions to act in relation to the Financial Products held in custody under this agreement either directly to BBY or to the Client's advisor (if the Client's advisor is not a BBY advisor) who will then pass on those instructions to BBY.
- 4.2 The Client authorises BBY to accept and act without any inquiry on any instruction or other communication given to BBY (whether by email, fax, telephone or otherwise) which appears to have been given by the Client's advisor.
- 4.3 If the Client owes BBY settlement obligations in respect of the sale of Financial Products of the kind held in custody under this agreement, BBY is authorised to apply such Financial Products held in custody under this agreement to satisfy those settlement obligations of the Client.
- 4.4 BBY is not obliged to take any step or other action in relation to the Financial Products held in custody (including, without limitation, the payment of any calls or other amounts owing or payable in respect of any Financial Product held in custody) if:
 - (a) BBY requests from the Client's advisor instructions (to be given on behalf of the Client) within a stipulated time and no instructions are received by it within that time; or
 - (b) BBY requests from the Client's advisor moneys within a stipulated time in order to carry out the Client's advisor's instructions (given on behalf of the Client) and those monies are not received by BBY in full within that time.
- 4.5 The Client acknowledges and agrees that a failure by the Client's advisor (as the Client's agent) to instruct BBY to pay calls on any Financial Products held in custody or the failure to provide BBY with any moneys so requested for payment of any such calls may result in the relevant Financial Products being forfeited.

5. NOTICES OF ENTITLEMENTS

- 5.1 Except as provided by clause 4.4, BBY agrees to make reasonable endeavours to inform the Client's advisor (as agent for the Client) of all written communications received on behalf of the Client in respect of the Financial Products, offers or invitations made to the Client in respect of the Financial Products (including, without limitation, takeover offers, rights or entitlement offers, dividend reinvestment plans, top-up/additional securities acquisition offers and other similar rights) (collectively **Investor Entitlements**), all calls and other amounts payable by the Client in respect of the Financial Products held in custody and the date of exercise of any options held in custody.
- 5.2 The Client acknowledges and agrees that BBY may not offer or provide participation in, or inform the Client's advisor (as agent for the Client) of any written communications received by BBY in respect of the Financial Products or offers or invitations in respect of the Financial Products, which relate to share purchase plans or security purchase plans or any similar or equivalent plans. In addition, unless the Client's Investor Entitlements would be affected, BBY will not communicate to the Client's advisor (as agent for the Client) that it has received, or forward to the Client's advisor (as agent for the Client), any notices of meetings or annual reports, half yearly reports or any other reports or notices, or advise the Client's advisor (as agent for the Client) of any offers, invitations or other communications in respect of shareholder discount cards or similar Investor Entitlements.
- 5.3 The Client also acknowledges and agrees that, because the Financial Products are registered in the name of BBY Nominees (or another nominee appointed under clause 3.2) the Client may not obtain the same Investor Entitlements in respect of the Financial Products that the Client would have received had the Financial Products been registered in the Client's name.

6. VOTING

- 6.1 Neither BBY nor BBY Nominees is obliged to attend meetings of corporations or other entities in which Financial Products are held or vote in respect of any of those Financial Products.
- 6.2 If instructed by the Client's advisor (as agent for the Client) and where practicable, BBY will use its reasonable endeavours to cause BBY Nominees to exercise the voting rights of the Financial Products held in its custody in accordance with the Client's instructions.

7. NO MORTGAGE

The Client must not mortgage or otherwise encumber the Financial Products held in custody without the prior written consent of BBY.

8. FEES AND EXPENSES

- 8.1 BBY shall be entitled to charge fees notified by BBY to the Client from time to time BBY may vary the fees payable by the Client by giving the Client at least 14 days written notice.
- 8.2 All taxes, stamp duties, other duties, imposts, costs and other out of pocket expenses payable or incurred by BBY or BBY Nominees arising out of or relating to this arrangement (including, without limitation, any transaction undertaken on your behalf in respect of the Financial Products held in custody or the transfer of such Financial Products, whether on termination of this arrangement or otherwise) must be paid by the Client to BBY upon request.

- 8.3 BBY may debit any account maintained on the Client's behalf by BBY or any of its related bodies corporate with:
- (a) all fees and other moneys payable to BBY by the Client under these terms and conditions; and
 - (a) any call or other moneys owing or paid in respect of any Security held in custody.

- 8.4 If any amount owing or payable by the Client to BBY on any account is not paid by the due date for payment BBY may (without prejudice to any other rights of BBY under these terms and conditions or at law) sell any Financial Products held by it or BBY Nominees in custody for the Client. BBY shall not be liable or be responsible for any loss or damage so caused. BBY may apply the proceeds in reduction of the Client's liability to BBY.

9. LIABILITY

Except to the extent to which it is not permissible by law to exclude, restrict or modify liability and except for any liability arising primarily from BBY's or BBY Nominees' wilful misconduct or gross negligence, neither BBY nor BBY Nominees is liable or responsible for any loss, expense or damage incurred or suffered by the Client as a result of any act or omission of BBY, BBY Nominees or the Client's advisor or any other person resulting from or arising out of or in connection with this agreement.

10. INDEMNITY

Except for any liability arising primarily from BBY's or BBY Nominees' wilful misconduct or gross negligence, the Client agrees to indemnify, keep indemnified and save harmless each of BBY and BBY Nominees and their respective officers, employees and agents from and against all actions, claims, costs, demands, liabilities and proceedings resulting from or arising out of or in connection with this arrangement, including without limitation resulting from BBY acting on any information, instructions or other communication provided to BBY as contemplated in clause 4.1.

11. TAX FILE NUMBER

Collection of Tax File Numbers (**TFN**) is authorised by law and Australian taxation laws and the Privacy Act strictly regulate their use and disclosure. It is not an offence if the Client chooses not to supply its TFN. For more information about the use of TFNs, please contact the Australian Taxation Office.

Once provided to the Client's advisor and BBY, until the Client tells them otherwise, the Client's TFN will automatically be applied to any future investments that are held by BBY Nominees for the Client.

Where the Client has contracted the Client's advisor's and BBY's services in the course of an enterprise carried on by the Client, the Client's Australian Business Number (ABN) if applicable, may be supplied in addition to or instead of the Client's TFN.

Where no TFN or ABN has been supplied nor exemption claimed, tax may be taken out of the Client's income distributions at the highest marginal tax rate plus Medicare and any other applicable Government taxes or levies. For joint accounts, each individual must supply a TFN, otherwise the account will be taxed as if no TFN has been supplied.

If the Client is a non-resident of Australia, or a party to a joint account with a resident, the account will be taxed at the applicable rate for overseas residents as long as the other party has quoted their TFN.

12. COMPLIANCE WITH LAWS

The Client:

- (a) agrees to comply with (including the giving of any substantial holding notices); and
- (b) authorises BBY and BBY Nominees to disclose any information in relation to the Client and the Financial Products held in custody as may be required by,

the ASX Listing Rules, ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules, ASX Settlement Operating Rules, the Corporations Act 2001 (Cth) or any other relevant law.

13. WARRANTY

The Client warrants and represents that it is authorised to enter into this agreement and to do any action contemplated by this agreement and that all necessary corporate or other action has been taken to make this agreement valid and binding.

14. CLIENT UNABLE TO BE CONTACTED

The Client acknowledges and agrees that:

- (a) it will ensure that BBY and the Client's advisor (if not a BBY advisor) are notified promptly of any change in the Client's usual residential address or postal address;
- (b) if BBY is unable to contact the Client for 12 months, BBY is entitled to sell (or arrange for the sale of) any Financial Products held in custody for the Client and to hold the net proceeds of sale on trust for the Client;
- (c) if BBY continues to be unable to contact the Client after the sale of any Financial Products as contemplated in clause 14(b), BBY may (or may be obliged to) deal with the money in accordance with the requirements of any applicable legislation relating to unclaimed monies; and
- (d) BBY will be taken to be unable to contact the Client for 12 months if BBY sends to the Client's last known postal address (and, if different, also to the Client's last known usual residential address) a letter by registered post before and after the end of that period which requires a response from the Client and either the Client fails to respond to the letter or the letter is returned to BBY as undeliverable or addressee unknown.

15. TERMINATION

- 15.1 This agreement may be terminated in whole by the Client or BBY giving to the other at least 14 days written notice of termination.
- 15.2 The Client must pay all fees to the date of termination.
- 15.3 On termination BBY will arrange for the transfer (subject to being paid all amounts due to it) of all Financial Products held in custody in accordance with the directions of the Client's advisor (as agent for the Client), or failing any such directions to the Client. The Client is responsible to arrange for the registration of any transfer (unless BBY agrees to do so) and to pay all stamp and other duties in respect of the transfer.

16. AMENDMENT

This agreement may be amended by BBY from time to time. BBY will give the Client 10 days notice of any amendment, after which time, the amendment will become effective.

17. POWER OF ATTORNEY

- 17.1 The Client irrevocably appoints BBY and each director and secretary of BBY and BBY Nominees severally as the Client's attorney to sign, seal, deliver, execute and do on the Client's behalf and in the Client's name or otherwise as the attorney thinks fit all instruments, writings, matters, acts and things which the attorney may think necessary or desirable to assign or transfer all Financial Products held in custody to the Client or otherwise to give effect to the Client's obligations under these terms and conditions.
- 17.2 The Client ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do by virtue of that power of attorney.

18. GOVERNING LAW

This agreement is governed and must be construed in accordance with the laws of New South Wales and BBY, BBY Nominees and the Client submit to the exclusive jurisdiction of the courts or tribunals of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with this agreement.

19. INTERPRETATION

ASIC Market Integrity Rules means ASIC Market Integrity Rules (ASX Market) 2010 made by ASIC under section 798G(1) of the Corporations Act.

ASX Clear Operating Rules means the operating rules of ASX Clear Pty Limited ABN 48 001 314 503 as amended from time to time.

ASX Operating Rules means those operating rules published by ASX as the ASX Operating Rules

ASX Settlement Operating Rules means the operating rules of ASX Settlement Pty Limited ABN 49 008 504 532 as amended from time to time.

Client means the person or persons in whose name the account is opened with the Client's advisor or named on the account opening or application form as the client. If that is more than one person, "Client" means each of them separately and every two or more of them jointly. "Client" includes the Client's successors and assigns.

Partly Paid Security means a financial product for which the holder may be liable to pay a call or instalment in accordance with the terms of issue and for which an amount remains unpaid, but does not include a Financial Product issued by a no liability company.

Words expressed in the singular include the plural and vice versa. Unless the context otherwise requires, a reference to a document or agreement includes any variation or replacement of it and a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.

Words used in this document have the meanings given to them in the ASIC Market Integrity Rules or the ASX Settlement Operating Rules. If the Client requires a copy of these definitions please contact the Client's advisor. The Client agrees that, in the event of any inconsistency between this document and any applicable laws or the ASX Settlement Operating Rules, the latter will prevail to the extent of the inconsistency.

If the Client consists of more than one person, this agreement binds each person jointly and severally, and each person is authorised to issue instructions to the Client's advisor in relation to any matter to which this agreement relates.

The Client acknowledges that this document is not exhaustive and agrees to be bound by other policies and procedures which concern the operations of the Client's account with the Client's advisor and/or BBY as notified to the Client from time to time.

BBY ASX AND INTERNATIONAL TRADING TERMS

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