



CHESs Sponsorship Agreement

MARCH 2014

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

CHESSE Sponsorship Agreement



Client ("you")

Account Number

Account Name

Street Address *For personal accounts, a residential address is required. For company accounts, the principal place of business is required.

Contact

ABN (if applicable)

ACN (if applicable)

BBY Limited
ABN 80 006 707 777 AFSL No. 238095
Participant of ASX Group

Sponsor ("we")

Level 17, 60 Margaret St
Sydney NSW 2000
Fax: (02) 9251 2981

Address

Please attach copies of your most recent Issuer Sponsored Holding statements so that we can convert your Issuer Sponsored Holdings to CHESSE to be held under your HIN.

Executed as an agreement.

INDIVIDUAL CLIENTS TO COMPLETE

Name of Company Director or BBY Account Holder 1

Name of Witness

SIGN HERE

Signature of Company Director or BBY Account Holder 1

SIGN HERE

Signature of Witness

DD / MM / YY

Date

Name of Company Director or BBY Account Holder 1

Name of Witness

SIGN HERE

Signature of Company Director or BBY Account Holder 1

SIGN HERE

Signature of Witness

DD / MM / YY

Date

CHESSE Sponsorship Agreement



Name of Company Director or BBY Account Holder

SIGN HERE

Signature of Company Director or BBY Account Holder

DD / MM / YY

Date

Name of Witness

SIGN HERE

Signature of Witness

CORPORATE CLIENTS TO COMPLETE

Name of Company

Tick this box if this agreement is executed by a trustee on behalf of a trust

Name of Company Director/Sole Director/Authorised Officer or Agent*

SIGN HERE

Signature of Company Director/Sole Director/Authorised Officer or Agent*

DD / MM / YY

Date

Name of Company Director/Secretary

SIGN HERE

Signature of Company Director/Secretary

DD / MM / YY

Date

in its capacity as trustee for (only if applicable)

Name of Witness

SIGN HERE

Signature of Witness

***PLEASE NOTE:** a witness signature is required if this agreement is executed by an authorised officer or agent.

BBY USE ONLY

Name of Officer/Agent

SIGN HERE

Signature of Officer/Agent

DD / MM / YY

Date

Name of Witness

SIGN HERE

Signature of Witness

AUTHORISED OFFICER

Office Held

Section 1 – Explanation of Chess Sponsorship Agreement

This document explains the effect of the CHESS (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 CHESS.

CHESS 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 CHESS you have financial products registered in your name to show that you own them. CHESS 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 CHESS (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 CHESS. In other words, we “sponsor” your holdings of financial products on CHESS.

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 CHESS 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 acknowledgements are:

- (i) that you have understood the effect of this agreement (e.g. this letter);
- (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 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, 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 CHESS; 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 CHESS; clause 25 of the agreement

If we are suspended from CHESS participation, you may instruct ASX Settlement to remove your sponsored holdings from the CHESS subregister or move them to another controlling participant in CHESS. If you do not give ASX Settlement such notice within 20 business days, ASX Settlement may change your CHESS 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 CHESS 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.

(n) Signing page: back of the agreement

This is the place to sign if you wish to enter into this agreement with us.

If you have any questions about the agreement, please contact your BBY advisor.

BBY CHESS SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

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 Details on the first page of this agreement. 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, we may sell those financial products at your risk and expense (including any brokerage, stamp duty, GST and other applicable charges).

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, 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 ASX, neither ASX, nor a Related Party of ASX, 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 CHESS 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

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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 24 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 clause 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

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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 32 or 33.

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 32 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 33 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 34 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 33 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.

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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 document (including the ASX Settlement Operating Rules) or agreement includes any variation or replacement of it;
- 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
- any thing includes the whole and each part of it.

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