

## Sponsorship Agreement

Before signing this Sponsorship Agreement, please read the terms and conditions of the Agreement set out in the enclosed booklet. This Agreement is important and, once executed, is a commercial, contractual arrangement between us which imposes obligations on us and on you. Once you've signed the Agreement, we are entitled to assume that you've read and understood the entire terms and conditions of the Sponsorship Agreement. If any part of this explanation or the terms and conditions is not clear, please seek clarification from us. We recommend that you hold your shares through broker sponsorship using the CHESS system.

### New CHESS Sponsorship / Transfer CHESS Sponsorship

Please tick this box if you would like Taylor Collison to act as your CHESS sponsorship broker. By doing so you acknowledge that you have read and understood the CHESS Sponsorship Terms contained in the Financial Services Guide Booklet and you agree to be bound by, and comply with them.

If you have an existing CHESS HIN with another broker you may transfer sponsorship by completing the details below. Please enter details as they appear on your current CHESS statements:

Name of Existing Broker ..... PID No. .... Your existing HIN .....

CHESS Registered A/C Name .....

Account Designation .....

Address .....

Please select one option:  Transfer HIN (all holdings)  Transfer individual holdings (please specify below.)

Company name	No of units	ASX code

### Transfer to CHESS Sponsorship from issuer sponsorship

If you would like to transfer issuer sponsorship holdings to CHESS sponsored holdings. Please enter holdings below or alternatively attach copies of your Issuer Sponsored statements.

Company name	No of units	ASX code	Shareholder Reference No. (SRN)	Address on holder statement

### Execution

#### Applicant 1 / Director 1 / Trustee 1

(If signing as a sole Director, a witness signature is required. Witness to sign in Applicant 2 and record in "office held" that it is a "witness signature.")

Name ..... Signature 1 **X** .....

#### Applicant 2 / Director 2 / Trustee 2

Name ..... Signature 2 **X** .....

#### Applicant 3 / Director 3 / Trustee 3

Name ..... Signature 3 **X** .....

Date ..... / ..... / .....

Please tick if you would like a copy of the Executed Sponsorship Agreement sent to you for your financial records.

#### OFFICE USE ONLY

Execution by Taylor Collison Limited (Sponsoring Participant)

Signature of Authorised Officer ..... Name of Authorised Officer .....

HIN ..... A/C Number .....

# CHESSE Sponsorship Terms and Conditions

## What is CHESSE?

CHESSE is an ASX computer system that manages the settlement process and registration of securities. It is operated by the securities clearing house under the ASX Settlement Rules. Instead of receiving a share certificate, you receive a holding statement.

Only certain categories of people may control securities on CHESSE (Taylor Collison and the Clearing Participant fall within these categories). Other people who have securities on CHESSE need their holding 'sponsored' by a 'controlling participant' for the purposes of CHESSE. This agreement relates to your appointment of Taylor Collison as your 'controlling participant'.

## This Agreement

1. Through your acknowledgement of page 11 of the Client Application Form (of which the CHESSE Terms and Conditions form part) you elect to have your holding as specified in the Client Application Form sponsored by Taylor Collison ('we' or 'us') and as such, you agree to be bound by the following CHESSE Terms and Conditions:

## Our authority and obligations

2. You appoint us as your 'controlling participant' for the purposes of CHESSE with respect to your holding with the holder identification number (HIN) specified or to be specified in page 11 of the Client Application Form. A HIN is a number that is used to identify a holding in CHESSE. You authorise Taylor Collison to add the relevant HIN(s) to the form after you have agreed to the CHESSE Terms and Conditions and you have signed the Client Application Form. You are entitled to receive a hard copy of the executed Client Application Form at any time. We will provide you with a copy within 3 Business Days of receiving your written request.

3. You authorise us as your agent to act under CHESSE relating to your holding.

4. You acknowledge that:

(a) Taylor Collison is a party to an Equities and Derivatives Clearing Agreement with Pershing Securities Services Australia Pty Ltd AFS Licence 338264 and ABN 60 136 184 962 (the "Clearing Participant"). The Clearing Participant is obliged to settle as principal and has the settlement obligations for all ASX Transactions and Derivatives Contracts of Taylor Collison and all ASX Transactions following the exercise of a Derivatives Contract (including your transactions);

(b) The Clearing Participant will now administer your Participant Sponsored Holdings on behalf of Taylor Collison but Taylor Collison remains responsible to you for any actions or matters done or omitted to be done in respect of your Participant Sponsored Holdings;

5. Subject to paragraphs 6 and 7, Taylor Collison through the Clearing Participant will initiate any Transfer, Conversion or other action necessary to give effect to Withdrawal Instructions within the Scheduled Time and specifically;

(a) where you have authorised Taylor Collison to buy financial products, the Clearing Participant, will pay for those financial products within two Business Days of the date of purchase.

(b) The Clearing Participant will initiate any Transfer, Conversion or other action necessary to give effect to Withdrawal Instructions within two Business Days of the date of the receipt of instructions.

6. The Clearing Participant is not obliged to transfer Financial Products into your holding until payment is received. If Taylor Collison or the Clearing Participant demand that you pay for financial products but the contract for the purchase of those financial products, entered into on your behalf by us, remains unpaid, we may sell those financial products at your risk and expense (including any brokerage and stamp duty) and, where required, account to the Clearing Participant for the proceeds of the sale;

7. If you have not paid an amount which is lawfully owed to us or to the Clearing Participant, we or the Clearing Participant may refuse to comply with your Withdrawal Instructions (but only to the extent necessary to retain in the Client's holding sponsored under the Client's Sponsorship Agreement with Taylor Collison, financial products with a value equal to 120% of the current market value of the amount claimed);

8. If you fail to pay an amount which is lawfully owed to us or to the Clearing Participant or fail to deliver information or documents to us or the Clearing Participant by the settlement date (or fail to settle a trade), you authorise us and each of our directors, officers and managers to give any instructions on your behalf which we deem fit in our absolute discretion in relation to your holding. We may charge and/or nominee your holding or sell the holding and place the Clearing Participant in a position to apply your holding and proceeds thereof in reduction of your liability to us or to the Clearing Participant and to recover any associated costs upon taking such action.

9. Where an amount is lawfully owed to us or to the Clearing Participant either by you or a third party in connection with your holding sponsored by Taylor Collison which has been lodged by you with the Clearing Participant as collateral, in addition to having the right to refuse to comply with your Withdrawal Instructions, we also have a charge and a power of sale in relation to such collateral holding, to recover the amount owing at any time. The Clearing Participant may ask that you execute a Deed of Charge in favour of Taylor Collison or the Clearing participant in which case you must comply with this request.

10. Subject to clause 6, we will not initiate any transfer or conversion into or out of your holding sponsored under this Agreement without your prior written or verbal authority.

11. You must advise Taylor Collison if:

- (i) your details change;
- (ii) you wish to change your Controlling Participant under CHESSE;
- (iii) you become bankrupt;
- (iv) you wish to issue Withdrawal Instructions in relation to your sponsored holdings;
- (v) you wish to create Sub-positions over your sponsored financial products;
- (vi) you wish to terminate your Sponsorship Agreement with Taylor Collison;

12. You must arrange for Taylor Collison to be notified in the event of your death.

13. If you die or become bankrupt, a Holder Record lock will be applied to all your holding sponsored under this agreement in accordance with the ASX Settlement Rules 8-15-8 to 8-15-11, unless your legally appointed representative or trustee elects to remove those holdings from the CHESSE subregister; and 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 the ASX Settlement Rules, unless your legally appointed representative elects to remove the holdings sponsored under this agreement from the CHESSE Subregister. 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 shall be transferred into a new holding under a new Holder Record in the name of the surviving holder and 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 the ASX Settlement to 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 CHESSE 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.

14. If a Transfer is taken to be effected by us under Section 9 of the ASX Settlement Rules and the Source Holding for the Transfer is a Participant Sponsored Holding under the Sponsorship Agreement, then:

(i) 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

(ii) unless the Transfer is also taken to have been effected by a Market Participant of ASX or a Clearing Participant of ASX Clear, the Participant Sponsored Holder has 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

15. If you tell us that a charge or other interest in securities 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 Rules to give effect to or record that interest.

16. We may take steps to create a sub-position over your holding in the circumstances contemplated by clauses 15 or 16. We may also create a sub-position if you consent. If we do this, your ability to transfer, convert or otherwise deal with the securities will be restricted in accordance with the ASX Clear Rules and rules relating to sub-positions. Nothing in this Agreement operates to override any interest of ASX Clear in the financial products.

17. You must promptly give us any information or documents we reasonably 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 the ASX Settlement or the ASX Settlement Rules.

### Information

18. Information or documents you give us may be disclosed:

(a) to any person (including any Clearing Participant we may use from time to time) for the purposes listed above;

(b) to any regulatory authority (including ASX Clear Pty Ltd ) where required by law;

(c) to our officers, employees, advisers and agents; or

(d) to enable us to enforce our rights;

(e) to any other party with your prior consent

### Fees and indemnities

19. You must pay all brokerage fees and associated transactional costs within the period prescribed by Taylor Collison. 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 CHESSE; or

(c) if you do something you agree not to do, or fail to do something you agree to do, under this agreement.

20. You must pay us these amounts when we ask. We can 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 16 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 CHESSE or Change of Controlling Participant

21. If we are suspended from CHESSE participation, then (subject to the assertion by our liquidator, receiver, administrator or trustee of an interest in securities controlled by us) you may within 20 Business Days of the ASX Settlement giving notice to you of the suspension, advise the ASX Settlement Pty Limited that you wish for your holding sponsored by Taylor Collison to be removed either:

(a) from the CHESSE Subregister; or

(b) from our control to the control of another broker with whom you have entered into a valid sponsorship agreement pursuant to the ASX Settlement Rules.

22. If you do not give the ASX Settlement such a notice, the ASX Settlement may change your CHESSE sponsor pursuant to the ASX Settlement Rules, in which case you will be deemed to have entered into a new sponsorship agreement with the substitute broker on the same terms as this agreement. Where you are deemed to have entered into a Sponsorship Agreement in accordance with ASX Settlement Rule 7.2.3(b)(ii), the Sponsoring Participant must enter into a Sponsorship Agreement with you within ten (10) Business Days of the change of Controlling Participant.

23. If you do not give the ASX Settlement such a notice, the ASX Settlement may change your CHESS sponsor pursuant to the ASX Settlement Rules, in which case you will be deemed to have entered into a new sponsorship agreement with the substitute broker on the same terms as this agreement. Where you are deemed to have entered into a Sponsorship Agreement in accordance with ASX Settlement Rule 7.2.3(b)(ii), the Sponsoring Participant must enter into a Sponsorship Agreement with you within ten (10) Business Days of the change of Controlling Participant.

24. If you receive a Participant Change Notice (Notice) from Taylor Collison and such Notice is received at least twenty (20) Business Days prior to the effective date contained in the Notice, you are not obliged to agree to the change of controlling participant and you may choose to:

- (a) transfer your Participant Sponsored Holding to another Controlling Participant; or
- (b) transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings.

25. The novation in clause 24 will not take effect until you have received a notice from the New Controlling Participant confirming that it consents to acting as your Controlling Participant. The Effective Date may as a result be later than the date set out in the Participant Change Notice.

26. You will be taken to have consented to the novation of your holdings by doing any act which is consistent with the novation of the Agreement (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.

27. The Agreement continues for the benefit of Taylor Collison 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 the Agreement will continue for the benefit of Taylor Collison until such time as the novation is effective, and we will hold the benefit of the Agreement on trust for the New Controlling Participant. Nothing in this clause will prevent the completion of CHESS transactions by Taylor Collison where the obligation to complete those transactions arises before the Effective Date and the Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of the Agreement to the New Controlling Participant.

28. If you do not take any action upon receipt of the Notice (including providing alternative instructions to Taylor Collison in relation to your holding) then once you receive confirmation from the new Controlling participant, this agreement will be novated to the new Controlling participant as of the date of receipt of such confirmation, on the same terms as stated in this agreement. Taylor Collison therefore will be released from any obligations arising on or after this date.

### **Complaint Procedures and Claims for Compensation**

29. If you make a claim for compensation, our ability to satisfy that claim will depend upon our financial circumstances.

30. You may lodge a complaint or any claim for compensation against Taylor Collison with Taylor Collison in the first instance and if you're not satisfied with the response, you may contact the Financial Ombudsman Service (FOS).

31. If a breach by a Participant of a provision of this Agreement fails 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, a Participant Sponsored Holder may make a claim under the relevant compensation arrangements.

32. If we breach this agreement, you may refer that breach to any regulatory authority, including ASX Settlement.

### **Termination**

33. Subject to the ASX Settlement Rules, this agreement will be terminated if:

- (a) 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 the notice);
- (b) if we become insolvent;
- (c) if our participation as a broker in CHESS is terminated or suspended;
- (d) if you give us instructions to withdraw your holdings.

34. Termination of this agreement does not affect any rights or obligations that have accrued before that time.

### **ASX Settlement Rules**

35. This agreement is subject to the ASX Settlement Rules. You must not do anything that would prevent or hinder us from complying with our obligations under the ASX Settlement Rules.

36. If this agreement is inconsistent with the ASX Settlement Rules, the ASX Settlement Rules prevail to the extent of the inconsistency.

### **Miscellaneous**

#### **Notices and other communications**

37. Unless otherwise required or permitted by us or by the ASX Settlement 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 of our registered office; 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. 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.

## Waiver and variation

38. We can vary this agreement by giving you written notice of the variation. We will give you:

- (a) at least 7 Business Days' notice of the variation if the variation is, in our reasonable opinion, for the purpose of removing any inconsistency between this agreement and the ASX Settlement Rules; and
- (b) at least 20 Business Days' notice in other cases.

39. 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

40. If you do not pay us or the Clearing Participant 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.

## Regulatory Regime and Applicable law

41. The regulatory regime which applies to the Sponsoring Participant is the Corporations Act 2001 together with the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Rules and the ASX Settlement Rules. The Sponsored Holder can obtain information as to the status of the Sponsoring Participant from ASIC and/or ASX.

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

43. You acknowledge that:

- (a) before you signed the Client Application Form of which the CHESSTerms and Conditions form part, a responsible officer of Taylor Collison explained the effect of CHESST sponsorship to you and you understood the effect of this agreement; and

- (b) contact details of a responsible officer who can provide you with further information relating to your CHESST sponsorship are as follows:

The Compliance Manager  
Taylor Collison  
Level 16, 211 Victoria Square  
Adelaide SA 5000

## Meaning of words

Any term used in this Agreement which is defined in the ASX Settlement Operating Rules has the meaning given in the Rules. (Should you require a copy of these definitions please contact us).

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

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

**ASX Settlement** means ASX Settlement Pty Ltd ABN 49 008 504 532.

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

**Bankrupt** means being in a state of 'bankruptcy' as that term is defined in the ASX Clear Operating Rules.

**Business Day** has the meaning in the ASX Clear 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 ASX Limited declares is not a Business Day.

**CHESST** stands for Clearing House Electronic Subregister System and has the meaning in the ACH business rules. It is a system of registering securities on computer.

**CHESST Subregister** has the meaning in the ASX Clear Operating Rules. Generally, it means that part of a register of securities that is administered by the ACH.

**Clearing Participant** means Pershing Services Australia Pty Ltd AFS Licence 338264 and ABN 60 136 184 962

**Conversion** has the meaning in the ASX Clear Operating Rules. Generally, it means the movement of securities 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.

**Holder Record** has the meaning in the ASX Clear Operating Rules. Generally, it means the details recorded by ACH in CHESST for the purpose of operating one or more holdings.

**Holder Record Lock** has the meaning in the ASX Clear Operating Rules. Generally, it means the facility in CHESST for preventing securities from being deducted from a holding.

**Holding** has the meaning in the ASX Clear Operating Rules. Generally, it means a holding of securities by a person, including when introducing an example does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**Securities** have the meaning in the ASX Clear Operating Rules.

**Scheduled Time** has the meaning given in the ASX Clear Operating Rules. The Scheduled Time varies depending on the act to which it relates.

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

**Transfer** has the meaning in the ASX Settlement Rules. Generally, it means a transfer of securities 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 include your successors and assigns.

**Withdrawal Instructions** has the meaning in the ASX Clear Operating Rules. Generally, it means the instructions by a person who is sponsored on CHESS for the withdrawal of securities from the sponsored holdings.

**We or Sponsor** means Taylor Collison Limited ABN 53 008 172 450 and its successors and assigns. Certain definitions refer to the ASX Clear Rules. You should read those rules for the full terms of the definition. The definition may change from time to time if the ASX Clear Rules are changed.

The singular includes the plural and vice versa.

A reference to:

- a document (including the ASX Clear 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);
- anything includes the whole and each part of it.