



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

**BERNDALE
 SECURITIES**

Berndale Securities Limited
 ABN: 63 006 687 467
 AFSL No. 235149
 Participant of ASX Group

Client Application

Applicant Details

Account No:

HIN:

White-Out cannot be used on this Application. Please ensure all corrections are initialled by the Applicant(s).

1. Applicant (maximum of 3 individuals per account)

Name and Postal Address (Trade Confirmations will be sent to this address. The Applicant's financial products will also be registered to this address unless a different Registration Address is supplied)

TFN:

(see Terms – Section 4)

TFN:

(see Terms – Section 4)

TFN:

(see Terms – Section 4)

ABN / ACN / ARBN:

Residential/Street Address (This is mandatory where a PO Box has been provided for Postal Address)

Registration Address (Financial Products will be registered to this address. If this section is left blank, Registration Address will be the same as the Postal Address)

Contact Details for the Account:

Home Telephone

Mobile Telephone

Work Telephone

Facsimile

Email Address (Multiple email addresses can be supplied separated by ;)

THIS APPLICATION FORM CONTINUES ON THE NEXT PAGE

2. Identification

To verify the name, date of birth, residential address and signature of each Applicant/Director/Trustee, and all other Beneficiaries of this account, please supply certified copies of acceptable supporting documentation for each person. (Minimum requirement: a primary photographic identification document, and/or primary non-photographic document and a secondary identification document).

** Please refer to the document '[List of Acceptable Documentation by Account type](#)' for a complete summary of the documents required to meet the Anti-Money Laundering and Counter-Terrorism Financing Legislation 2007.**

Examples of acceptable documentation:

Primary photographic identification document/s:

Driver's License, Passport, national identity card with photograph, an identification card issued by a law of an Australian State or Territory with a photograph.

NOTE: Any document not in English must be accompanied by an English translation prepared by an accredited translator.

Primary non-photographic identification document/s:

Birth certificate, citizenship certificate

NOTE: Any document not in English must be accompanied by an English translation prepared by an accredited translator.

Secondary identification document/s:

A notice issued by Commonwealth, State or Territory in preceding 6 months; a notice issued by ATO in preceding 6 months, a utilities bill or rates notice issued in preceding 6 months.

** Please refer to the document titled '[List of acceptable individuals to certify documents](#)' located in the Register section of the website for persons authorised to sign copies of documents as "Certified".

Identification Checklist:

- Applicant/Director/Trustee/Responsible Officer 1: Supplied
- Applicant/Director/Trustee/Responsible Officer 2: Supplied
- Applicant/Director/Trustee/Responsible Officer 3: Supplied
- Director/ Responsible Officer 4: Supplied
- Additional Beneficiary: Supplied
- Additional Beneficiary: Supplied
- Additional Beneficiary: Supplied
- Additional Beneficiary: Supplied

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3. Status

Are any of the Applicants, Directors, Responsible Officers, Authorised Representatives or Beneficiaries of this Account: affiliated with another Participant of ASX Group; a government official; or having any dealings with a government official of any country?

Applicant/Director/Responsible Officer 1: Yes No
 If 'Yes', please provide details

Applicant/Director/Responsible Officer 2: Yes No
 If 'Yes', please provide details

Applicant/Director/Responsible Officer 3: Yes No
 If 'Yes', please provide details

Director/Responsible Officer 4: Yes No
 If 'Yes', please provide details

Beneficiary Other than Applicant/Director: Yes No
 If 'Yes', please provide details

Beneficiary Other than Applicant/Director: Yes No
 If 'Yes', please provide details

4. Persons authorised to operate this account

Does the Applicant wish to authorise someone other than the Applicant to operate the Applicant's account? Yes No
 If yes, until the Applicant notifies Berndale Securities Limited (Berndale) and the Broker in writing that the authority has been revoked, each of the following persons is authorised severally to operate this account on behalf of the Applicant.

<input style="width: 100%;" type="text"/> <i>Name (1)</i>	<input style="width: 100%;" type="text"/> <i>Specimen Signature</i>
<input style="width: 100%;" type="text"/> <i>Name (2)</i>	<input style="width: 100%;" type="text"/> <i>Specimen Signature</i>
<input style="width: 100%;" type="text"/> <i>Name (3)</i>	<input style="width: 100%;" type="text"/> <i>Specimen Signature</i>
<input style="width: 100%;" type="text"/> <i>Name (4)</i>	<input style="width: 100%;" type="text"/> <i>Specimen Signature</i>

5. CHES Sponsorship

Would the Applicant like Berndale to establish a new Sponsored HIN (see Terms – Sections 1 and 2)? Yes No

Would the Applicant like to transfer an existing HIN from another broker (see Terms – Sections 1 and 2)? Yes No

If 'Yes', please provide name of broker and existing HIN Existing HIN

Note: The HIN transfer cannot be effected until Berndale receives a signed Broker Transfer Authority form.

If 'Yes' would the Applicant like to convert its Issuer Sponsored holdings of financial products to its Berndale HIN? Yes No

(Please attach current copies of Issuer Sponsored Statements for all financial products being converted)

THIS APPLICATION FORM CONTINUES ON THE NEXT PAGE

6. Cash Management Trust

Do you have an existing CMT facility with one of the following providers Adelaide Bank, BankWest or Macquarie Cash Management

(a) If 'Yes', please supply the BSB number and account number below in Section (7). Please also note that the CMA provider may require additional paperwork from you to allow BBY Limited to redeem funds from your account. Please contact the provider directly for a copy of this form.

(b) If 'No', please complete and return the Cash Management Account documentation located in the 'Register' section of the BBY smarTrader website. Forms are available for Adelaide Bank, BankWest or Macquarie.

7. Default CMT account details

(This is only available if you answered Yes to Question 6) (See Terms – Section 5)

The Applicant authorises Berndale Securities to directly credit / debit * the Nominated CMT Account.

Financial Institution/Bank Name

Account Name BSB Account No.

Bank Account Holder Name: Signature:

Bank Account Holder Name: Signature:

Bank Account Holder Name: Signature:

8. Delivery Details for Trade Confirmations

Under ASX rules you cannot have your trade confirmations delivered to a third party; however the third party can be provided with a trade confirmation copy.

Please indicate your preference for delivery of trade confirmations:

E-mail (see Terms – Section 3)

Applicant E-mail address:
(see Terms – Section 3)

Joint Applicants/Directors/Responsible Officers: If additional copies are required please provide e-mail address or fax for each Applicant/Director/Officer below.

Additional e-mail (for trade confirmation copy):

Additional e-mail (for trade confirmation copy):

Additional e-mail (for trade confirmation copy):

9. Instructions and Communications

Does the Applicant wish to be able to provide the Broker and/or Berndale with instructions (and other communications) by:

- (a) Fax (if yes, see Terms – Section 7) Yes No
- (b) E-mail (if yes, see Terms – Section 8) Yes No

THIS APPLICATION FORM CONTINUES ON THE NEXT PAGE

10. Acknowledgements

The Applicant acknowledges that it has received, read and understood the following documentation:

- (a) Berndale Financial Services Guide Yes No
- (b) Broker Financial Services Guide Yes No
- (c) Explanation of CHESS Sponsorship Agreement (see Terms – Section 1) Yes No
- (d) Privacy Statement (see Terms – Section 6) Yes No

11. Agreement to be Bound by Documentation

By signing the application form below, the Applicant acknowledges that it has received and read, and the Applicant agrees to be bound by, the following documentation:

- (a) Broker’s Terms and Conditions of Trading Yes No
- (b) Berndale Disclosure Statement Yes No
- (c) Sponsorship Agreement (see Terms – Section 2) Yes No
- (d) Authorisation for electronic confirmations (see Terms – Section 3) Yes No
- (e) Tax File Number Details (see Terms – Section 4) Yes No
- (f) Cash Management Trust Yes No
- (g) Fax Instructions – Indemnity (see Terms – Section 7) Yes No
- (h) E-mail Instructions – Indemnity (see Terms – Section 8) Yes No

This part must be completed by the Applicant

12. Execution by Individual / Joint Holders

Name of Applicant 1 (Please print)	Signature of Applicant 1
Name of Witness (Please print)	Signature of Witness
Name of Applicant 2 (Please print)	Signature of Applicant 2
Name of Witness (Please print)	Signature of Witness
Name of Applicant 3 (Please print)	Signature of Applicant 3
Name of Witness (Please print)	Signature of Witness

(Witness must not be another Applicant)

**PLEASE RETURN ALL PAGES OF THIS AGREEMENT TO YOUR BROKER
(INCLUDING THE TERMS)**

12. Execution by a Corporation

(1) Name of Company Director (Please print)

Company Director / Sole Director and Sole Secretary

Capacity (delete as applicable)

Signature of Person Named in (1)

Name of Witness (Please print)

Signature of Witness

(2) Name of Company Director or Secretary (Please print)

Company Director / Secretary

Capacity (delete as applicable)

Signature of Person Named in (2)

Name of Witness (Please print)

Signature of Witness

(3) Name of Company Director or Secretary (Please print)

Company Director / Secretary

Capacity (delete as applicable)

Signature of Person Named in (3)

Name of Witness (Please print)

Signature of Witness

(4) Name of Company Director or Secretary (Please print)

Company Director / Secretary

Capacity (delete as applicable)

Signature of Person Named in (4)

Name of Witness (Please print)

Signature of Witness

(Witness must not be another Director)

**PLEASE RETURN ALL PAGES OF THIS AGREEMENT TO YOUR BROKER
(INCLUDING THE TERMS)**

TERMS (referred to in the Application Form)

Definitions

Unless otherwise stated in these Terms, in each section of these Terms:

"**Application Form**" means the application which must be signed by you if you would like a client account to be opened for you.

"**BSL**" means Berndale Securities Limited ABN 63 006 687 467, AFSL No. 235149

"**Terms**" means these "Terms (referred to in the Application Form)"

"**we**" means Berndale Securities Limited ABN 63 006 687 467, AFSL No. 235149

"**us**" means Berndale Securities Limited ABN 63 006 687 467, AFSL No. 235149

"**you**" means the applicant identified on the Application Form.

Section 1

Explanation Of Chess Sponsorship Agreement

This document explains the effect of the CHES (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 CHES.

CHES 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 CHES you have financial products registered in your name to show that you own them. CHES is operated by ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532 (ASTC) under the ASTC Settlement Rules. Only certain people may control financial products on CHES (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 CHES. In other words, we "sponsor" your holdings of financial products on CHES.

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 CHES 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 our 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 ASTC Settlement Rules, then:

(A) you may not assert or claim against ASTC 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 ACH, 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 and a Clearing Participant of ACH).

- (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 ASTC Settlement 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 ASTC Settlement 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 ASTC to remove your sponsored holdings from the CHES subregister or move them to another controlling participant in CHES. If you do not give ASTC such notice within 20 business days, ASTC 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 ASTC. 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 Part 7.5, Division 4 of the Corporations Regulations, you may make a claim on the National Guarantee Fund for compensation.

- (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 ASTC Settlement 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) ASTC Settlement Rules; clause 39 and 40 of the agreement

If there is an inconsistency between a part of this agreement and the ASTC Settlement Rules, the ASTC Settlement 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 ASTC Settlement 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 Berndale Securities on (03) 9659 2555

- (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 Berndale Securities by telephone on (03) 9659 2555 or by facsimile on (03) 9659 2523

Section 2

Sponsorship Agreement – Provisions

Parties

You and Berndale Securities Limited ABN 63 006 687 467, AFSL No. 235149

Key Words

The meaning of words printed *like this* and of some other key terms is set out at the end of this agreement.

What is CHES?

1. CHES is a system of registering *financial products* on computer. It is operated by ASTC under the *ASTC Settlement 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 CHES (we fall within one of these categories). Other people who have *financial products* on CHES need their holding "sponsored" by a "controlling participant" for the purposes of CHES. 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 CHES 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 CHES. You authorise us as your agent to do any act under CHES relating to your holding.
3. 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. The regulatory regime which applies to us is Chapter 7 of the Corporations Act, the *Market Rules* of ASX, the *Clearing Rules* of ACH and the *ASTC Settlement Rules*. You can obtain information as to our status from ASIC, ASX, ACH and ASTC.
9. A complaint against us may be lodged by you with us, ASIC, ASX, ACH, ASTC or FICS. 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

10. 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 *ASTC Settlement Rules* (unless your legally appointed representative or trustee elects to remove those holdings from the CHES 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 *ASTC Settlement Rules* (unless your legally appointed representative elects to remove the holdings sponsored under this agreement from the CHES 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.
11. 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 ASTC 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.
12. You acknowledge that if a transfer is taken to be effected by you under rule 9 of the *ASTC Settlement 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 ASTC 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 ACH, 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

13. If you tell us that *financial products* are to be lodged with ACH 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 ACH or the *ASTC Settlement Rules* to give effect to that cover.
14. 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 *ASTC Settlement Rules* to give effect to or record that interest.
15. 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 *ASTC Settlement Rules*.

Information

16. 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 ASTC or the *ASTC Settlement Rules*.
17. 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).
18. 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.
19. 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.
20. If we suffer any claim, liability, direct or consequential loss (including to ASTC 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.
21. Information or documents you give us may be disclosed:
 - (a) to any person for these purposes;
 - (b) if required by any regulatory authority (including ASTC) 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

22. You must pay us fees in connection with these sponsorship arrangements as advised by us from time to time.
23. 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.
24. 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

25. If we are suspended from CHES participation, (subject to the assertion of an interest in financial products controlled by us, by the liquidator, receiver,
- from the CHES subregister; or
 - 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 *ASTC Settlement Rules*.

If you do not give *ASTC* such a notice, *ASTC* may effect a change of *controlling participant* under rule 12.19.11 of the *ASTC Settlement 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

26. Except as referred to in clause 27, no external compensation arrangements apply to you in relation to this sponsorship agreement.
27. 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.
28. 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.
29. If we breach this agreement, you may refer that breach to any regulatory authority, including *ASTC*.

Change of Controlling Participant

30. 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.
31. You may choose to terminate this agreement by giving *withdrawal instructions* under the *ASTC Settlement Rules* to us indicating whether you wish to:
- transfer your Participant Sponsored Holding to another *controlling participant*; or
 - transfer your Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
32. 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:
- the new *controlling participant* is a party to this agreement in substitution for the existing *controlling participant*; and
 - the existing *controlling participant* is released by you from any obligations arising on or after the Effective Date.
33. 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.
34. 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.
35. 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*.
36. 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

37. Subject to the *ASTC Settlement Rules*, this agreement is terminated:

- 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);
- if we become insolvent;
- if our participation as a broker in *CHES* is terminated or suspended; or
- upon the giving of a *withdrawal instruction* by you to us in accordance with rule 7.1.10(c) of the *ASTC Settlement Rules*.

38. The termination of this agreement does not affect any rights or obligations that have accrued before that time.

ASTC Settlement Rules

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

Miscellaneous

Notices and other communications

41. Unless otherwise required or permitted by us or by the *ASTC Settlement Rules*, notices and other communications must be in writing. Written notices or other communications may be:
- 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
 - 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.
42. 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.
43. 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

44. We can vary this agreement by giving you written notice of the variation. We will give you:
- 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 *ASTC Settlement Rules*; and
 - at least 20 *business days* notice in other cases.
45. 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

46. 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

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

Applicable law

48. 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

49. 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.
50. 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

ACH means Australian Clearing House Pty Limited ABN 48 001 314 503.

ASIC means the Australian Securities and Investments Commission.

ASTC means ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 504 532) and its agents appointed under the *ASTC Settlement Rules*.

ASTC Settlement Rules means the business rules of *ASTC* for *CHES*.

ASX means Australian Stock Exchange Limited ABN 98 008 624 691.

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

business day has the meaning given in the *ASTC Settlement 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.

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

CHES *subregister* has the meaning given in the *ASTC Settlement Rules*. Generally, it means that part of a register of *financial products* that is administered by *ASTC*.

controlling participant have the meaning given to it in the *ASTC Settlement Rules*. Generally it means a person who has the capacity in *CHES* to transfer financial products in and out of a sponsored holding.

conversion has the meaning given in the *ASTC Settlement 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.

FICS means Financial Industry Complaints Service, PO Box 579, Collins Street West, Melbourne, Victoria, 8007.

CHES *subregister* has the meaning given in the *ASTC Settlement Rules*. Generally, it means that part of a register of *financial products* that is administered by *ASTC*.

controlling participant have the meaning given to it in the *ASTC Settlement Rules*. Generally it means a person who has the capacity in *CHES* to transfer financial products in and out of a sponsored holding.

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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.

FICS means Financial Industry Complaints Service, PO Box 579, Collins Street West, Melbourne, Victoria, 8007.

financial products has the meaning given in the *ASTC Settlement Rules*.

FOR financial products has the meaning given in the *ASTC Settlement 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.

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

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

holding has the meaning given in the *ASTC Settlement 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 *ASTC Settlement Rules*.

market transaction has the meaning given in the *ASTC Settlement Rules*.

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

residency indicator has the meaning given in the *ASTC Settlement 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 *CHES*

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

subposition has the meaning given in the *ASTC Settlement 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 *ASTC Settlement Rules*.

transfer has the meaning given in the *ASTC Settlement Rules*. Generally, it means a transfer of *financial products* to or from a *holding* on *CHES*.

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 *ASTC Settlement Rules*. Generally, it means the instructions by a person who is sponsored on *CHES* for the withdrawal of *financial products* from the sponsored *holdings*.

We, us or sponsor means Berndale Securities Limited ABN 63 006 687 467, AFSL No. 235149 and its successors and assigns.

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

The singular includes the plural and vice versa.

A reference to:

- a document (including the *ASTC Settlement 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.

Section 3

Authorisation for electronic confirmations

Authorisation of the electronic dispatch of confirmations & Acknowledgment of agreement to disclose statement terms

The authorisation and agreement in this Section 3 apply only if you have ticked "yes" in part 8 of the Application Form and signed the Application Form in the manner required.

By doing so you:

- authorise confirmations to be dispatched electronically by, or on behalf of, the Broker to, as applicable, either:
 - you at the e-mail address provided in the Application Form;

- another person or organisation (as your agent) to whom you have authorised BSL to send electronic confirmations, at the e-mail address provided in the Application Form; and

- acknowledge that such confirmations are subject to:

- the Market Rules of ASX, directions, decisions and requirements of ASX and the Clearing Rules of Australian Clearing House Pty Limited and where relevant the Settlement Rules of ASX Settlement and Transfer Corporation Pty Limited; and

- the customs and usages of the Market;

- the correction of errors and omissions; and

- the terms and conditions of your agreement with BSL set out in the Berndale Disclosure Statement; and

- authorise BSL to, and agree that BSL may, without your consent, cancel or amend (or request or agree to the cancellation or amendment of) any Market Transactions or Crossings relating to the sale or purchase (as the case may be) of some or all of the financial products to which a Confirmation relates:

- if ASX exercises its power under the ASX Market Rules to cancel or amend (or require the cancellation or amendment of) the Market Transaction or Crossing; or

- in the event of an Error or otherwise in the circumstances contemplated in the ASX Market Rules.

Words and phrases defined in the Market Rules of ASX have the same meaning in this section.

Section 4

Tax File Number Details

The terms in this Section 4 apply only if you have provided a Tax File Number ("TFN") on the Application Form and signed the Application Form in the manner required.

BSL is an Australian financial service licensee which is authorised by law to request your TFN. You are not required to provide your TFN and failing to provide your TFN to BSL is not an offence. However failing to provide your TFN or not permitting BSL to quote it in relation to an investment may have taxation consequences. You may wish to seek independent advice in this regard.

By providing a TFN and signing the Application Form you:

- appoint BSL as your agent and request and authorise BSL to:

- provide your Tax File Number to all investment bodies with whom BSL acts on your behalf;

- apply your TFN to any investment or account which you may in future make or open with or through BSL or any company related to BSL to which your TFN may lawfully be applied; and

- acknowledge that this authority will apply until such time as it is revoked in writing to BSL.

Despite the other terms in this Section 4, you may instruct BSL in writing at the time of making an investment, not to quote your TFN in relation to that investment.

Section 5

Direct Debit Request

If you complete part 7 on the Application Form and sign the Application Form in the manner required, you:

- request BSL (Debit User Identification number 192424) to arrange for any amount BSL may debit or charge you, to be debited through the Bulk Electronic Clearing System and paid to BSL from the account you have nominated the Application Form;

- authorise BSL to debit the account nominated by you in the Application Form with any amount BSL may debit or charge you in accordance with the terms in this Section 5 (including the Direct Debit Request Service Agreement); and

- acknowledge having read and understood, and agree to be bound by, the terms in this Section 5 (including the Direct Debit Request Service Agreement below).

Direct Debit Request Service Agreement

1. DEFINITIONS

In this Direct Debit Request Service Agreement ("**Direct Debit Agreement**"), the words and phrases in italics below have the following meanings:

Account means the account identified as the direct debit account in part 7 of the Application Form, but only if that account is held with a Financial Institution.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit Day means the day that payment is due from you to BSL.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Request means your direct debit request under Section 5 of the Terms, which you make to BSL by completing part 7 of the Application Form and signing the Application Form.

Financial Institution means a financial institution with whom BSL has a direct debit facility arrangement.

Your Financial Institution means the Financial Institution at which the *Account* is kept.

2. DEBITING THE CLIENT'S ACCOUNT

- 2.1 By completing part 7 of the Application Form and signing the Application Form in the manner prescribed, you authorise BSL to arrange for funds to be debited from the Account.
- 2.2 BSL will only arrange for funds to be debited from the Account as authorised in the Direct Debit Request.
- 2.3 If the Debit Day falls on a day that is not a Banking day, BSL may direct Your Financial Institution to debit the account on the following Banking day. If you are unsure about the day on which the Account has or will be debited, you should ask Your Financial Institution.

3. CHANGES

- 3.2 You may also cancel your authority for BSL to debit the Account at any time by giving BSL fourteen (14) days notice in writing. This notice should be given to BSL in the first instance.
- 3.3 BSL may terminate these arrangements at any time by giving fourteen (14) days notice in writing to you.

4. YOUR OBLIGATIONS

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in the Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient funds in the Account to meet a Debit Payment:
 - (a) you may be charged a fee and/or interest by Your Financial Institution;
 - (b) you may also incur fees or charges imposed or incurred by BSL; and
 - (c) you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in the Account by an agreed time so that BSL can process the Debit Payment.
- 4.3 You should check the Account statement to verify that the amounts debited from the Account are correct.
- 4.4 If BSL is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay BSL on demand an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. DISPUTE

- 5.1 If you believe that there has been an error in debiting the Account, you should notify BSL directly on 03 9659 2555 and confirm that notice in writing as soon as possible.
- 5.2 If BSL concludes as a result of our investigations that the Account has been incorrectly debited BSL will arrange for Your Financial Institution to adjust the Account accordingly. BSL will also notify you in writing of the amount by which the Account has been adjusted.
- 5.3 If BSL concludes as a result of our investigations that the Account has not been incorrectly debited BSL will provide you with reasons and any evidence for this finding.
- 5.4 Any queries about an error made in debiting the Account should be directed to BSL in the first instance so that BSL can attempt to resolve the matter with you. If the matter cannot be resolved in this manner BSL may refer it to Your Financial Institution which will obtain details from you of the disputed transaction.

6. ACCOUNTS

You should check:

- (a) with Your Financial Institution whether direct debiting is available from the Account as direct debiting may not be available on all accounts offered by Your Financial Institution; and
- (b) that the Account details provided to BSL are correct by checking them against a recent Account statement.

7. CONFIDENTIALITY

- 7.1 BSL will keep any information (including Account details) in your Direct Debit Request confidential.
- 7.2 BSL will only disclose information that it has about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this Direct Debit Agreement (including disclosing information in connection with any query or claim); or
 - (c) as permitted by the Terms.

8. GOVERNING LAW

These terms are governed by the laws in force in Victoria.

Section 6

Privacy Statements

Individual

(Statement for direct collection from individuals)

BSL and its Australian related entities (the *Berndale Securities Group*) will handle your personal information, including sensitive information (as defined in the Privacy Act), to enable us to provide you with financial services and products offered by the Berndale Securities Group and to provide you with information about these services and products (the *Services*).

You understand that if you fail to provide any personal information requested of you, we may not be able to provide you with the Services that you require.

In providing you with the Services we may, from time to time, disclose your personal information to State or Commonwealth regulatory authorities (including ASX Settlement and Transfer Corporation Pty Limited), our employees, advisers, agents, contractors and our third party service providers, such as mailing houses or financial planners. We may also share your personal information with other entities in the wider Berndale Securities group and their third party service providers. Some of the foregoing may be located overseas.

You can request access to any personal information that any members of the Berndale Securities Group hold about you. On occasion, we may not provide access. In this case we will explain why.

If you want to know more about our approach to privacy, want to access your personal information or do not want us to use your personal information in any of the ways set out above, you can contact us on (03) 9659 2438 or at privacycompliance@ml.com.

Corporate

(Statement for corporate client forms which require disclosure of Personal Information of a corporate representative)

We may from time to time collect personal information about your employees, agents or contractors for the purpose of conducting business with you.

We may disclose that personal information to State or Commonwealth regulatory authorities (including ASX Settlement and Transfer Corporation Pty Limited), our employees, advisers, agents, contractors and our third party service providers such as mailing houses. We may also share that personal information with other entities in the wider Berndale Securities group and their third party service providers. Some of the foregoing may be located overseas.

You must advise your employees, agents and contractors of the fact that we collect the personal information and the use we make of it. You must also let them know how they can contact us to request access to any personal information that we hold about them or if they do not want us to use their personal information in any of the ways set out above.

Section 7

Fax instructions - indemnity

The terms of this Section 7 apply only if you have ticked "yes" in part 9(a) of the Application Form and signed the Application Form in the manner required.

By doing so you:

- (a) acknowledge that:
 - (i) you wish to have the flexibility to communicate (including to provide instructions in respect of transactions in respect of financial products) by fax with the Broker and BSL;
 - (ii) you are and will at all relevant times be authorised to make such communications (including as the case may be, to give such instructions);
 - (iii) communication by fax is not a secure means of communication and involves higher risks of distortion, manipulation and attempted fraud; and
 - (iv) fax communications may be of poor quality or unclear; and
- (b) authorise the Broker and BSL to accept and act without any inquiry upon, communications (including instructions) provided by fax which appear to the Broker or Berndale (as the case may be) to have been provided by or for you; and
- (c) indemnify each of the Broker and BSL in respect of any and all claims, liabilities, direct or consequential losses, costs, charges or expenses (of any nature) incurred or suffered by the Broker and/or BSL (jointly or severally) as a result of the Broker and/or BSL acting on communications (including instructions) provided by fax.

Section 8

E-mail instructions - indemnity

The terms of this Section 8 apply only if you have ticked "yes" in part 9(b) of the Application Form and signed the Application Form in the manner required.

By doing so you:

- (a) acknowledge that:
 - (i) you wish to have the flexibility to communicate (including to provide instructions in respect of transactions in respect of financial products) by e-mail with the Broker and BSL;
 - (ii) you are and will at all relevant times be authorised to make such communications (including as the case may be, to give such instructions);
 - (iii) communication by e-mail is not a secure means of communication and involves higher risks of distortion, manipulation and attempted fraud; and
- (b) authorise the Broker and BSL to accept and act without any inquiry upon communications (including instructions) provided by e-mail which appear to the Broker or Berndale (as the case may be) to have been provided by or for you; and
- (c) indemnify each of the Broker and BSL in respect of any and all claims, liabilities, direct or consequential losses, costs, charges or expenses (of any nature) incurred or suffered by the Broker and/or BSL (jointly or severally) as a result of the Broker and/or BSL acting on any communications (including instructions) provided by e-mail.

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