

Computershare New Zealand Investor Trade Service – Terms and Conditions

Computershare provides an Investor Trade Service in which you are able to instruct us to arrange for the sale of securities which you hold where those securities are in an entity that is listed on the NZX and Computershare is also the share registry provider for that entity, and the holding otherwise meets Computershare's eligibility criteria.

If you wish to use the Investor Trade Service and you instruct us to sell your securities that are eligible to be sold using the Investor Trade Service, we will arrange for this to occur on an **execution-only** basis. We will not provide you with any form of financial advice. If you need financial advice in relation to the sale of your securities then you should seek independent financial advice.

Computershare may from time to time set restrictions on what holdings are eligible to be sold using the Investor Trade Service. Further details are available at www.investorcentre.com/investor/trade

These Terms apply to your use of the Investor Trade Service. Nothing in these Terms or in any other aspect of the Investor Trade Service constitutes a recommendation from Computershare to sell your securities. We may update or replace these Terms from time to time by publishing an updated version on the Investor Trade Service website. The revised Terms will be effectively immediately, but will not apply to Instructions already given prior to the update or replacement. These Terms do not affect any rights you may have under the Fair Trading Act 1986 or Consumer Guarantees Act 1993.

1. Definitions

'Authorisation Code' (previously FIN or FASTER identification number) means the identification number issued to you referable to your Securities and required together with a CSN for identification and trading;

'Business Day' has the meaning in the NZX Limited Main Board/Debt Market Listing Rules;

'Broker' means the executing broker which we use from time to time in order to execute instructions received by us to sell Securities using the Service;

'Computershare' or 'us/we' means Computershare Investor Services Limited, the provider of the Service;

'Costs' means any fees and commission and any other charges payable on the sale of your Securities as set out in clause 6;

'Exchange' means the exchange on which the Broker executes your Instructions, such as the NZX;

Investor Centre refers to Computershare's website which provides you with online access to the Service;

'Instructions' refers to any online instructions from you to us, authorising the sale of your Securities;

'Listed Entity' means the entity listed on the NZX in which you hold the Securities;

'Nominated Bank Account' means the bank account recorded on the Register as being referable to your Securities.

'NZX' means the NZX Main Board or the NZX Debt Market (as the context requires), or any other Exchange operated by NZX Limited;

'Personal Information' means information that constitutes "personal information" within the meaning of the *Privacy Act 1993*.

'Privacy Laws' means the *Privacy Act 1993* and any other regulations, principles or industry codes relating to Personal Information;

'Register' means the register of securityholders for the Listed Entity that is maintained by Computershare;

'Service' means the Investor Trade Service provided by Computershare under these Terms;

'Securities' refers to securities held by you in a Listed Entity that you wish to sell some or all of using the Service; and

'Terms' means these terms and conditions, being the terms and conditions on which Computershare provides the Service.

2. Selling your Securities

The Service enables you to instruct us to arrange the sale of all or some of your Securities. You can request the sale of your Securities by completing and submitting your Instructions online. We do not accept Instructions by any other means (such as over the phone or by fax or email). The sale of your Securities will be executed by the Broker.

3. How and when we will carry out your sale Instructions

(a) Where we receive Instructions from you before 12pm on a Business Day, we will use reasonable efforts to instruct the Broker on that Business Day to proceed with the sale of your Securities. However, if we receive Instructions from you after 12pm on a Business Day or we receive your Instructions on a day that is not a Business Day we will instruct the Broker to proceed with the sale of your Securities on the next Business Day.

(b) You acknowledge that your Instructions may be subject to manual review. A manual review may cause delays in processing your Instructions and, in some circumstances, result in a rejection of those Instructions.

(c) Computershare is not responsible or liable for any changes to the value of your Securities that may occur during the time in which your Instructions are being processed, including the time taken by the Broker to sell your Securities on the Exchange or any delay by us in instructing the Broker in accordance with your Instructions.

(d) The Broker we engage to sell your Securities will owe obligations to us arising from the broking agreement we have with it and the obligations brokers owe generally at law (including under the NZX Participant Rules). In complying with those obligations, the Broker may consider it necessary to delay the sale of Securities, in order to obtain the best outcome for us, as its client. This means that there may be a delay in the sale of your Securities, for

which neither we nor the Broker shall be liable. Further, you acknowledge that the sale of your Securities and the price for any sale is not guaranteed.

Your Instructions, once accepted by Computershare, are irrevocable and cannot be withdrawn, amended or cancelled. You also acknowledge that 'Limit' orders are not available using the Service and you are therefore unable to set a minimum price for the sale of your Securities.

(e) To the extent permitted by law (whether by statute or otherwise), we accept no liability for any loss or damage arising in relation to, or in connection with, a Broker's inability or failure (for any reason whatever) to meet any of its obligations owed to us as its client. Further, you agree that as a client of the relevant Broker, we reserve the right to provide a Broker with instructions that are inconsistent with any of its best execution policies and procedures that may be in place at any time, should we consider such action to be appropriate in the circumstances or generally.

4. Sale Proceeds and Payment Methods.

(a) We will receive the sale proceeds payable on the sale of your Securities from the Broker on the settlement date. The settlement date will normally be (T+3) two Business Days following the date of the trade.

(b) We will not be obliged to make any payment to you unless and until we have received the sale proceeds from the Broker. Payment of the proceeds (less Costs) will be made to your Nominated Bank Account in either New Zealand or Australian dollars depending on the currency of your Nominated Bank Account.

(c) We will endeavour to ensure that you receive your sales proceeds (less applicable Costs) within one Business Day of their receipt by us.

(d) Any sale proceeds held by us will be held on trust for you, in a trust account. We are beneficially entitled to retain any interest earned on those monies.

5. Your User Account and Instructions

(a) We may close your user account at any time, with or without a reason, on giving 5 days' notice to your contract email address listed for your user account.

(b) We may close your user account at any time, with immediate effect, if you have breached these Terms, or if your use of, or activities connected with, the Service contravenes any Law.

(c) We reserve the right to refuse to carry out your Instructions (in whole or in part) if we consider it in our reasonable interests to do so, including in any of the following circumstances:

- (i) if the Instructions are in any way incomplete, unclear or ambiguous;
- (ii) if we consider that we need to obtain any further information from you;
- (iii) if the Instructions are in breach of, or are inconsistent with, any applicable law, code, legal obligation, regulatory requirement or court order;
- (iv) where either us or the Broker is permitted not to carry out your Instructions under any rules relating to the operation of the NZX or other relevant Exchange;
- (v) if we have any concerns about the authenticity or validity of your Instructions; or
- (vi) on any other grounds that we believe are reasonable in the circumstances.

6. Fees

The fees, commission and other charges applicable to the Service are as follows:

Trades up to \$30,000 NZ\$95

The fees listed above are inclusive of any brokerage charges that are charged by the Broker to us for the sale of your Securities.

Further, as per clause 4(d) above, we are beneficially entitled to retain any interest earned on any sale proceeds which we hold on trust for you.

7. Liability

(a) You acknowledge that the systems used in the market or by you, us or the Broker are vulnerable to disruptions or failure, which may result in your Instructions not being executed or delayed. You release us, the Broker and any other party involved in the provision of the Service from any loss, damage or liability that you may suffer or incur by reason of or in connection with any such disruption or failure.

(b) To the maximum extent permitted by law, you acknowledge that neither us nor the Broker nor any other party involved in the provision of the Service will be liable to you or anyone else for any loss or damage, whether direct or indirect, special, incidental or consequential or economic (including loss of profits or loss of opportunity), whether or not we knew or could have known of the possibility of such damage, where that loss or damage arises from:

- (i) any delay, interruption, omission, failure, error or fault in the execution of your Instructions;
- (ii) delay in the execution of your Instructions arising from a review of your instructions by us or the Broker;
- (iii) any error, omissions, non-receipt or invalidity of or in relation to your Instructions;
- (iv) any fault, error or defect in our or the Broker's or the market's computer systems, or any delay, fault, failure in or loss of access to Investor Centre; or
- (v) any cause beyond the reasonable control of us or the Broker, including, but not limited to, failure of electronic or mechanical equipment or communication lines, unauthorised access or labour problems.

(c) Nothing in these Terms shall exclude any implied condition or warranty for your benefit the exclusion of which would contravene any statute or cause any part of these Terms to be void or invalid.

(d) To the maximum extent that liability can be limited, you agree that our liability to you is limited to the cost of resupplying the Service.

(e) You agree to indemnify us, each of our related bodies corporate and the Broker and the directors, officers and agents of us and them (indemnified parties) against any losses, liability, damages, costs or expenses:

- (i) incurred by any indemnified party arising out of, or in connection with, a breach by you of any of your obligations under these Terms or any incorrect or misleading representation or warranty given by you under these Terms;
- (ii) arising from any unauthorised orders or fraud, except to the extent arising from our fraud or dishonesty or the fraud or dishonesty of an indemnified party. In this clause, "you" includes a person who we reasonably believe to be you.

(f) For the purposes of the *Contracts (Privity) Act 1982*, this clause 7 is intended to confer a benefit on and be enforceable by, the Broker and each of its directors, officers and agents. This clause 8 can be amended by Computershare without the consent of any of the foregoing.

(g) You must contact Computershare immediately if you suspect that your Authorisation Code has been disclosed to, or obtained by, a third party and that its integrity has been compromised or threatened. Until such notification is received and acknowledged by Computershare, we will assume that any Instructions received in electronic form, which have been authenticated by your Authorisation Code are genuine, valid Instructions from you and we will act in accordance with them. You will be responsible and liable for all such Instructions and the resulting transactions, except where the Authorisation Code has become known to a third party due to our fault.

8. Contacting each other

(a) You can contact us using the contact details for Computershare found here - <https://www-au.computershare.com/Investor/Contact>

(b) If you wish to be sent trade updates by Computershare regarding the sale of your Securities you can provide your email address and/or mobile number and we will send you confirmations by email and/or SMS as applicable. You will be sent an advice note to the address recorded on the Register as the registered address for the Securities within three Business Days of the receipt of confirmation from the Broker of the sale of your Securities. The advice note will detail the number of Securities sold on your behalf and all applicable Costs charged in relation to the sale.

9. General

(a) You acknowledge that the Service is provided on an execution-only basis. In providing the Service, neither Computershare nor the Broker nor any other party associated with either Computershare or the Broker provides any form of financial advice in relation to your use of the Service. In particular, provision of the Service does not constitute a recommendation by us or any other person to sell your Securities. We are not required to assess your suitability for the Service offered. You acknowledge that you will not benefit from the protection of the rules on assessing suitability. It is therefore your responsibility, before arranging the sale of Securities through us using the Service, to assess and evaluate the proposed transaction in the light of your then current financial situation, investment objectives and particular needs. Accordingly, the decision to sell your Securities is solely your decision and your responsibility.

(b) You acknowledge that we will not be required to do anything which would break any relevant laws, legal obligations, rules, court orders, regulations or codes, or risk exposing us to any form of reputational damage for behaving improperly or not acting in accordance with good market practice.

(c) You agree that:

- (i) you are not acquiring the Service under an assumed name;
- (ii) your use of the Service will not be in relation to any criminal activities or any activities which breach laws or sanctions, including any laws relating to the prevention of money laundering and the financing of terrorism (AML Laws);
- (iii) we may disclose information that we hold about you or your conduct to our service providers, relevant regulators of AML laws, or other parties (whether in or outside of New Zealand) for purposes relating to AML Laws, including to the Broker and to our related bodies corporate, and if we do so we may be obliged under AML laws not to inform you of this; and
- (iv) we are not liable for any loss, claim, liability or expense you suffer or incur (including consequential loss) as a result of us taking any action referred to above and you indemnify us for any loss, claim, liability or expense we may suffer or incur (including consequential loss) from exercising any right under this clause 9 (c) or from any breach by you of your agreement in this clause 9 (c).

(d) When you instruct us to sell your Securities, you represent to us that: (i) you are the owner of the Securities; (ii) you are entitled to sell your Securities; and (iii) no other person or entity has any rights, interests or charges in or over your Securities.

(e) Settlement of the sale of your Securities may require us to transfer your Securities into an account in our name for delivery to the Broker. When we do this, we will hold those Securities on trust for you. You give us authority to sign, complete and deliver any transfer form or any other document on your behalf that we consider necessary to give effect to your Instructions.

(f) If the Service is withdrawn for any reason, we will, where possible, publish a notice on Investor Centre informing users that the Service is no longer available. Any Instructions that we have accepted but have not executed prior to the Service being withdrawn will be completed (where reasonably possible).

(g) Computershare may display market information to you on our website, including information that is provided by third parties. You acknowledge that the accuracy, timeliness or completeness of that information cannot be guaranteed by Computershare or any other third party.

(h) Before you provide your Instruction to us, we may provide you with an estimate of the proceeds that may be realised from the sale of your Securities and the Costs that will apply to the sale. This estimate is illustrative only and Computershare makes no representation or warranty that any particular price will be achieved by you on the sale of your Securities.

(i) These Terms are governed by and shall be construed in accordance with New Zealand law.

10. Privacy

In our capacity as the provider of the Service, Computershare may collect Personal Information either directly from you or from the Listed Entity. You authorise Computershare to disclose such information relating to you and your Securities as may be reasonably necessary in relation to the performance of the Services.

The primary purpose of collection of Personal Information is for the provision of the Service, and to allow us to comply with any relevant laws or regulations (including AML Laws) applicable to our provision of the Service to you. Any Personal Information that we obtain from you in providing this Service will be collected, held and disclosed by us in accordance with these Terms and applicable Privacy Laws.

For full details in relation to how Computershare will collect, hold, use and disclose your Personal Information, please refer to the Computershare Privacy Policy available at <https://www.computershare.com/nz/privacy-policies>

11. Complaints

We have a procedure to help resolve complaints from our customers effectively. If you have a complaint about the Service, please write to us at this address:

Computershare Investor Services Limited
Level 2, 159 Hurstmere Road,
Takapuna,
Auckland

If you cannot settle your complaint with us, you may wish to refer it to the Financial Complaints Service:

Financial Services Complaints Ltd
PO Box 5967
Wellington 6145 Telephone: 0800 347 257
Website: www.complaints@fscl.org.nz