

Terms & Conditions

COMPUTERSHARE INVESTOR TRADE SERVICE

Computershare provides the 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 ASX and Computershare Investor Services Pty Limited is the share registry provider for that entity and the holding otherwise meets Computershare's eligibility criteria including but not limited to holdings that:

- are Australian Issuer Sponsored (securities managed using a third-party broker or online trading platform are not eligible);
- are held under an individual name or joint names with no account designation (company held holdings are not eligible);
- are ordinary fully paid shares, stapled securities or CHESS Depository Interests (CDIs);
- have an Australian registered address;
- are not held in a deceased estate;
- are less than the total holding value limit (typically AUD75,000);
- within the past 10 business days, have had no changes made to their registered details;
- if partially sold, would not leave a holding balance that is less than a marketable parcel (i.e., less than AUD500 in value); and
- are not being held on or between the day before the ex-date and record date

If you wish to use the Investor Trade Service and you instruct us to sell some or all of your securities that are eligible to be sold using the Service, we will arrange for this to occur on an **execution-only** basis. This means that 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/investortrade

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.

1. Definitions

'**ASX**' means the Australian Securities Exchange;

'**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 Dealing Services Pty 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 the FSG;

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

'**FSG**' means the Financial Services Guide issued by Computershare as may be amended from time to time;

Investor Centre refers to Computershare Investor Services Pty Limited'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 ASX in which you hold the Securities;

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

'**Personal Information**' means information that constitutes "personal information" within the meaning of the *Privacy Act 1988 (Cth)*;

'**Privacy Laws**' means the Privacy Act 1988 (Cth) and any other Commonwealth or State legislation, regulations, principles or industry codes relating to Personal Information;

'**Register**' means the register of securityholders for the Listed Entity that is maintained by Computershare Investor Services Pty Limited;

'**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;

'**SRN**' means the Securityholder Reference Number referable to your Securities;

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

'**Trading Day**' has the meaning in the ASX Settlement Operating Rules; and

'**Trading Hours**' means the hours on a Trading Day during which the ASX is open for trading.

2. Selling your Securities

The Service enables you to instruct us to arrange the sale of all or some of your Securities that you hold in the Listed Entity.

You can request the sale of your Securities by completing and submitting your Instructions online. We do not accept Instruction 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 more than 30 minutes before the close of trading on the ASX on a Trading Day, we will use reasonable efforts to instruct the Broker on that Trading Day to proceed with the sale of your Securities. However, if we receive Instructions from you 30 minutes or less before the close of trading on the ASX on a Trading Day or after the close of trading or we receive your Instructions on a day that is not a Trading Day we will instruct the Broker to proceed with the sale of your Securities on the next Trading 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 orders.
- (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.
- (d) The Broker we engage to sell your Securities, may owe to us, as their wholesale client, an obligation to obtain the best outcome when handling and executing orders we provide to the broker to sell your Securities (in line with the ASIC Market Integrity Rules (Competition in Exchange Markets) 2011 as amended). The Broker may consider factors such as size, speed, price or other relevant order execution considerations, with a view to achieving the best possible execution result in the circumstances. 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 best execution obligations. You agree that as a wholesale client of the relevant Broker, we reserve the right to provide a Broker with instructions that are inconsistent with its best execution policies and procedures at any time, should we consider such action to be appropriate in the circumstances or generally.

- (e) You acknowledge that your Instructions are provided on an 'At Market' basis only which means that when they are provided into the market by the Broker, they will do so on the basis of execution at the best available price. However, the execution and the price are 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.

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+2) two Trading Days following the date of the trade.
- (b) Subject to clause 5, we will not be obliged to make any payment to you unless and until we have received the sale proceeds from the Broker. If you have an Australian registered address recorded on the Register, payment of the proceeds (less Costs) will be made (in Australian dollars only) to your Nominated Bank Account or if you do not have a Nominated Bank Account or, if you otherwise elect, you will receive your proceeds (less Costs) by way of cheque sent to the address recorded on the Register as the registered address for the Securities. If you have a foreign registered address on the Register you will receive your proceeds (less Costs) by way of cheque sent to that address. Please note that a fee applies if your proceeds are paid by cheque.
- (c) Subject to clause 5, we will endeavour to ensure that you receive your sales proceeds (less applicable Costs) within one Trading Day of their receipt by us; unless your proceeds are paid by cheque, in which case we will endeavour to post your cheque within three Trading Days of the settlement date. Note: International time differences and public holidays may lead to a delay in the receipt of your funds.

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

5. Your Instructions

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 ASX 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

Computershare will charge you a fee for the sale of your Securities in accordance with the fees described in the FSG. All Costs associated with the sale of your Securities are set out in the FSG. Our fees include any administration & brokerage charges that are charged by the Broker for the sale of your Securities as well as charges incurred by the financial institution facilitating your payment.

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 or 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) 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 in your Instructions;
 - (iv) any fault, error, defect or engineering 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) You must contact Computershare immediately if you suspect that your SRN 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 SRN 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.

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 your sale of 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

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

- (f) 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.
- (g) 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.
- (h) These Terms are governed by and shall be construed in accordance with the laws of Victoria, Australia.

10. Anti-Money Laundering laws

- (a) We are bound by laws relating to the prevention of money laundering and the financing of terrorism (AML laws) in offering the Service. We cannot provide the Service to you unless you provided sufficient identification and that identification has been verified in accordance with applicable AML laws.
- (b) You agree to provide all information and documents to us that we reasonably require to comply with any law or regulation, including any AML laws. You warrant that all information provided by you is complete and accurate and is not misleading.
- (c) We will need to conduct checks on you before you use the Service for us to comply with AML laws. You authorise us to use electronic and such other means of conducting AML checks as we deem to be necessary, including using third party service providers. You authorise us to provide personal information provided by you to such third-party services providers for the purpose of the third-party service provider undertaking those AML checks on behalf of us (and for no other purpose).

- (d) You acknowledge and agree that:
 - (i) you do not acquire the Service under an assumed name/s;
 - (ii) your use of the Service will not be in relation to any criminal activities or any activities which breach laws or sanctions;
 - (iii) we are not obliged to provide the Service (or do anything or omit to do anything in connection with the Service) if we believe, acting reasonably, that it would contravene any AML or sanctions laws or associated regulations;
 - (iv) we may disclose information that we hold about you or your conduct to our service providers, relevant regulators of AML and sanctions laws, or other parties (whether in or outside of Australia), including to the Broker and to our related bodies corporate, and if we do so we may be obliged under AML and sanctions laws not to inform you of this; and
 - (v) 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 or from any breach by you of your agreement in this clause.

11. Privacy

In our capacity as the provider of the Service, Computershare may collect Personal Information either directly from you, Computershare Investor Services Pty Limited or from the Listed Entity. You authorise Computershare and Computershare Investor Services Pty Limited to disclose to each other such information relating to you and your Securities as may be reasonably necessary in relation to the performance of the Services. You also authorise us to permit our related body corporate Computershare Investor Services Pty Limited to hold transaction records relating to your use of the Service and to provide copies of those records (subject to any applicable charges) to you when requested.

The primary purpose of collection of Personal Information is for the provision of the Service. 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 Computershare Dealing Services Pty Limited's Privacy Policy available at www.investorcentre.com/investortrade/privacy.

12. Complaints

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

Computershare Dealing Services
C/- Incident Management
GPO Box 2975
Melbourne VIC 8060

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

Australian Financial Complaints Authority Limited
GPO Box 3
Melbourne VIC 3001

Phone number: 1800 931 678
Website: www.afca.org.au
Email: info@afca.org.au