

Terms and conditions

WARNINGS:

It is important that you read and understand these terms and conditions as they describe the obligations of both you and Macquarie regarding the services we provide. Definitions for capitalised terms are set out at the back of this document. To properly understand the terms and conditions, you should refer to these definitions as you read through this document.

Part A: General terms and conditions

1 General

- 1.1 These Terms and Conditions apply to any transaction, financial or otherwise, executed on your Account, or any services provided, by Macquarie. For the avoidance of doubt, these General Terms and Conditions apply in addition to, and in conjunction with, the terms and conditions outlined in other parts of these Terms and Conditions. In the event of a conflict, terms and conditions of the applicable parts take precedence to these General Terms and Conditions.
- 1.2 You acknowledge that Macquarie is neither obliged to accept you as a client, nor to provide you with any explanation for refusing your Account application where a decision is made to do so.
- 1.3 Macquarie and members of the Macquarie Group retain the right not to provide services or issue products to any applicant.
- 1.4 You acknowledge and agree that all Services we undertake on your behalf are subject to the Rules. Any action taken by Macquarie, or omitted to be taken, to comply with the Rules will be regarded as being in accordance with these Terms and Conditions.
- 1.5 Additional Terms and Conditions not stated herein may apply to the specific products or services Macquarie provides. Your Adviser will provide you with any such Additional Terms and Conditions if applicable. In the event of a conflict, such Additional Terms and Conditions will take precedence in respect of the products and services to which they apply.

2 Overview of services

- 2.1 Macquarie agrees to give you investment advice and/or provide investment planning services when requested and provide dealing and ancillary services to you as set out in these Terms and Conditions. These services will generally be available in respect of the following investments:
 - shares in New Zealand and foreign listed companies;
 - foreign currency exchange transactions on your behalf in order to meet your settlement requirements;
 - debenture stock, loan stock, notes, certificates of deposit, commercial paper or other debt instruments (including government, public agency, municipal and corporate issues);
 - warrants to subscribe for investments falling within the two categories above;
 - unit trusts, superannuation products, group investment funds and similar schemes in New Zealand or elsewhere; and
 - deposits at interest with any corporation or recognised banking institution.
- 2.2 Macquarie may also provide additional services as agreed with you (such as share margin trading products, international trading and portfolio valuation services). Further documentation requirements may apply regarding additional services.

3 Advice

- 3.1 We will use our best endeavours to ensure that we provide quality advice and carry out your instructions once received by Your Adviser.
- 3.2 Macquarie will have regard to your investment objectives as set out in your financial profile when providing you with advice. Unless you specifically restrict the type of investment you want, Macquarie may recommend any investment which falls within the applicable investment objectives.
- 3.3 Unless otherwise agreed in writing, where you instruct Macquarie to obtain or hold any non-approved financial product on your behalf or where you request asset allocations other than those we recommend, you acknowledge that we have not provided any advice regarding the appropriateness of the product(s) to your situation, needs and objectives.
- 3.4 You may periodically receive newsletters or other publications from us which may contain recommendations or opinions on specific financial products. These recommendations or opinions do not take account of your financial situation, needs, goals, or tolerance for risk. You agree not to rely upon them without taking personalised financial advice.

4 Risk warnings

- 4.1 You acknowledge that:
 - (a) there are risks associated with investing in securities and other financial products, including but not limited to general market movements due to political, economic, taxation or legislative factors, movement of exchange rates, change in trade or tariff policies, sector or company specific factors, suspension or restriction of securities trading, and disruption to trading facilities.
 - (b) Debt and equity securities can decline in value, and the value of your investments may fall below the price you paid for them. You may also not earn any income on your investments. Generally, the more volatile an asset is, the greater the likelihood of capital loss from investing in an asset.
 - (c) Macquarie cannot and does not guarantee the performance or financial return on any investment made by you.

5 Your commitments

- 5.1 You represent that you are and, at all times during your dealings with us, will be in a position to meet all commitments (financial and otherwise) on your part arising out of dealings with us or business conducted by us on your behalf.
- 5.2 You represent that you and any Authorised Persons are over the age of 18 years.
- 5.3 You and any Authorised Persons have full power, capacity and authority to enter into these Terms and Conditions and to exercise the rights and perform the obligations under these Terms and Conditions.

- 5.4 You represent that any information and documents you or your Authorised Persons provide to us are accurate, free of any misrepresentations, and do not contain omissions as to the material facts.
- 5.5 You warrant that you will not at any time use the services provided to you to breach the provision of any of the Rules.
- 5.6 You acknowledge that if more than one person constitutes the Client then you are each jointly and severally liable under these Terms and Conditions. Until otherwise specified in writing, all persons constituting the Client agree that we may act on the instructions of any one of the persons without the necessity to refer to or notify any other person in connection with those instructions.
- 5.7 You acknowledge that where an Account is established in the name of a company:
- any liabilities incurred on that Account will be deemed to be the responsibility of the company; and
 - The directors may be held personally liable for the purposes of these Terms and Conditions where the directors acted fraudulently, negligently, or with willful misconduct, irrespective of whether the debts were incurred in the company name.
- 5.8 You acknowledge that where an Account is established in the name of a trust:
- all the liabilities and obligations of the trustee in these Terms and Conditions shall not be construed as unlimited personal liabilities but only as liabilities to pay the moneys and perform and observe the covenants and provisions of the Terms and Conditions out of and so far as will extend the property and funds coming into the hands of the trustees in the proper and normal course of their administration of the trust.
 - If the trustee acts fraudulently, negligently, with willful misconduct or in breach of trust with a result that the trustee's right of indemnity, exoneration or recoupment out of the trust property is reduced in whole or in part or does not exist, then to the extent that any cause of action, claim or loss arising under or in connection with the Terms and Conditions cannot be met because such right or the amount so recoverable is reduced or does not exist, the trustees will be personally liable.
- 5.9 You agree to notify us in writing of any change in the personal details that you have previously provided in connection with your dealings within ten (10) Business Days of such change occurring.

6 Australian Anti-Money Laundering and Counter-Terrorism Financing Act 2006

- 6.1 If requested, you agree to provide additional information and assistance and comply with all reasonable requests to facilitate Macquarie Group's compliance with AML/CTF Laws in Australia or an equivalent overseas jurisdiction.
- 6.2 You represent and warrant that you are not aware and have no reason to suspect that:
- the money used to fund the investment is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities); and

(b) proceeds of investment made in connection with this product will fund Illegal Activities.

- 6.3 Members of the Macquarie Group are subject to AML/CTF Laws. In making an application pursuant to these terms and conditions, you consent to us disclosing in connection with AML/CTF Laws any of your Personal Information (as defined in the Australian Privacy Act 1988 (Cth)) we have.
- 6.4 In certain circumstances we may be obliged to freeze or block an Account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws. If Macquarie freezes or blocks your Account because it believes on a reasonable basis that it is required to do so in order to comply with AML/CTF Laws, we are not (nor is any member of the Macquarie Group) liable to you for any consequences or losses whatsoever and you agree to be liable for any losses, costs and expenses incurred by Macquarie (and any member of the Macquarie Group) if found liable to a third party in connection with the freezing or blocking of your Account.
- 6.5 You agree that Macquarie (and any member of the Macquarie Group) is not liable for any loss incurred as a result of any action they take which either delays an Account being opened or results in an application being declined, when these actions are necessary for Macquarie (and any member of the Macquarie Group) to comply with their obligations under AML/CTF Laws.

7 Account holds

- 7.1 In addition to section 6.5 above, any Account you open with Macquarie may be placed on hold:
- upon death of an account holder until such time as Macquarie receives the documentation necessary to ascertain person(s) authorised to act on the account;
 - where we reasonably believe that there is a dispute as to ownership of funds held on your behalf;
 - where we reasonably believe that you have committed a civil or criminal offence in relation to funds held on your behalf; or
 - where we are requested to do so by the police or any relevant regulatory authority;
- until such matter is resolved.
- 7.2 Unless prohibited by applicable law, or requested not to do so by relevant enforcement authorities or other regulatory body, we will notify you in writing if we exercise this right.

8 Confirmation of executions

- 8.1 Following successful execution of an order, we will issue a contract note relating to the Securities bought or sold in your name and will forward the contract note to you in the format selected by you in the Application Form.
- 8.2 In circumstances where an order is partially filled over more than one day, you will be issued a contract note at the end of each day which will relate to the transaction(s) executed on each day.
- 8.3 We may, at any time, reissue a contract note in order to correct any errors or omissions, and these terms and conditions, after the necessary changes have been made, will be binding with respect to the reissued contract note.

8.4 You agree to notify us of any errors or omissions on a contract note within 48 hours of receipt of the contract note. You will be deemed to accept the terms of the contract note should you fail to notify us of any errors or omissions within forty-eight (48) hours of receipt.

9 Fees and costs

9.1 You must pay all charges, fees, commissions and liabilities reasonably incurred by Macquarie in relation to services provided, immediately on demand or as otherwise advised in the relevant invoice. Such charges, fees and commissions may be deducted from money payable to you by Macquarie or from your Account.

10 Security

10.1 You acknowledge that if you become aware of any unauthorised instructions on your Account you will contact us or your Macquarie Adviser as a matter of urgency.

10.2 You acknowledge we are entitled to rely on any instruction or order placed on your Account which appears to have been duly authorised by you. However, Macquarie will not be entitled to rely on an order placed on your account if: you have previously advised Macquarie that there has been or you suspect unauthorised activity on your Account; or the order was fraudulently given by an employee of Macquarie.

10.3 We may require you to comply with any reasonable security precautions. We may require verification from you as we consider necessary to comply with the New Zealand Financial Transactions Reporting Act 1996 and other relevant legislation. We may require you to provide a personal guarantee before we accept or action any instruction from you.

11 Limitations on Macquarie liability

11.1 Macquarie is not liable to you for any loss, liability, actions, claims, damages, costs and expenses resulting from any advice, act or omission by Macquarie or Your Adviser in performing any obligations under these Terms and Conditions (including loss which may result from any delay or change in the market, before any particular instruction or transaction is effected), except to the extent that any such loss is caused by our negligence, fraud or dishonesty. This limitation applies to the extent permitted by law.

11.2 Macquarie has no responsibility for the acts or omissions of any agent, broker, issuer, fund manager, clearing house or any other third party used in effecting any investment transaction pursuant to an instruction or, for the avoidance of doubt, any acts or omissions of Your Agent, including any Authorised Person, except as required by law.

11.3 If services are acquired or held out as being acquired, for business purposes, you agree that the New Zealand Consumer Guarantees Act 1993 will not apply to the provision of such services.

12 Termination

12.1 Unless otherwise stated, either party may terminate these Terms and Conditions by giving not less than seven (7) business days notice, in writing.

12.2 After termination, Macquarie will not action any unexecuted orders. Termination does not affect any rights or obligations that arose prior to termination including, without limitation, any rights or obligations relating to any transaction or services entered into prior to termination, and does not affect provisions that are expressed to survive termination.

13 Jurisdiction

13.1 You agree that the laws of New Zealand apply to these Terms and Conditions and you agree to submit to the non-exclusive jurisdiction of the New Zealand courts and courts which hear appeals from the New Zealand courts.

14 Assignment

14.1 You acknowledge that your rights under this agreement are incapable of being assigned (whether at law, in equity or otherwise) or made the subject of any encumbrance, trust or fiduciary obligation without our prior written consent, which consent may be withheld by Macquarie acting reasonably. Any action which purports to do any of these things without Macquarie's consent is void.

14.2 Where such assignment does not prejudice your rights under this agreement, Macquarie may assign or otherwise deal with its rights under this agreement without your consent, for legitimate business purposes including business reconstruction, amalgamation, sale or securitisation.

14.3 Where such assignment may prejudice your rights under this agreement, we may assign or otherwise deal with our rights under this agreement by providing you with at least ten (10) business days' written notice.

15 Changes

15.1 We may vary these Terms and Conditions at any time subject to the following limitations:

- (a) You will be notified in writing of any variations that could cause you detriment and given an opportunity to terminate your account without penalty. Following a fourteen (14)-day period after a notice of any such variation was sent, you are deemed to accept the new terms and conditions at the time of your next transaction with us.
- (b) Where a variation does not cause you detriment, a notice may be provided by being posted on our Website or by any other form of notice. Following a seven (7)-day period after a notice of any such variation was provided, you are deemed to accept the new terms and conditions at the time of your next transaction with us.
- (c) Hard copy versions of the revised terms and conditions will be sent to you upon request.

15.2 We may vary the charges payable by you by giving you at least thirty (30) calendar days' written notice.

16 Privacy

- 16.1 We collect personal information about you to open and operate an Account with us. The intended recipients of the information are Macquarie, and members of the Macquarie Group of companies internationally.
- 16.2 The information is being collected by and held at Macquarie Equities New Zealand Limited, PO Box 2006, Shortland Street, Auckland.
- 16.3 You do have access to, and may request corrections to, any of your personal information supplied to and held by Macquarie.
- 16.4 You acknowledge that:
- (a) if you are providing information on behalf of the applicant – that you are authorised to provide personal information on behalf of the applicant and evidence of this authority is provided, ie Power of Attorney.
 - (b) your personal information may be used by Macquarie, members of the Macquarie Group of companies and market research companies to advise you of other products and services.
 - (c) information about you may be disclosed to credit reference agencies to ensure your suitability as a Client and to obtain a personal credit and fraud check.
 - (d) Macquarie may disclose information about you to the NZX, ASX, relevant regulators or law enforcement agencies as required under the Rules.

17 Complaints

- 17.1 Complaints can be directed to:
- The Compliance Manager
Macquarie Equities New Zealand Limited
PO Box 2006, Shortland Street
Auckland
New Zealand
Tel 09 357 6931
Fax 09 363 1448**

18 Severance

- 18.1 If any provision of these Terms and Conditions is invalid and not enforceable in accordance with its terms, other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision are and will continue to be valid and enforceable in accordance with their terms.

Part B: Macquarie Stockbroking

1 Your instructions and trading procedures

- 1.1 If you wish us to undertake a particular purchase or sale of Securities or foreign currency exchange, you, or your Authorised Person, must instruct us accordingly by placing a buy order or a sell order. Instructions may be given in the following ways:
- (a) by telephone to Your Adviser;
 - (b) by facsimile marked to the attention of Your Adviser;
 - (c) by email to Your Adviser. Please ensure you set up emails to generate a read receipt when opened by Your Adviser;
 - (d) by letter to Your Adviser; or
 - (e) by personal attendance at Macquarie's offices.
- 1.2 Macquarie does not accept any responsibility in relation to an order placed by email, fax or letter until it has been read by the relevant personnel, provided that the personnel has acted without unreasonable delays.
- 1.3 You undertake to provide us with all information we reasonably require at the time of placing an order to deal with Securities, including the information needed to comply with the Rules.
- 1.4 You acknowledge that it is your responsibility to ensure that all details relating to your instructions are accurate at the time of placing the order.
- 1.5 You acknowledge that all instructions to buy or sell Securities at market will be entered into the relevant exchange system by us at the prevailing market price and in accordance with the order instructions required by the relevant exchange subject to any limit imposed by you. You cannot claim any loss or damage in relation to any dispute arising from the price at which an at market order is filled provided we complied with any limits you imposed. An at market instruction may not be able to be completed in an illiquid market, where completion of the order would cause a material change to the price or volume of the specific security.
- 1.6 You acknowledge that all orders placed outside the normal trading hours of the relevant exchange will not be actioned by us until commencement of the next Trading Day.
- 1.7 At the time of placing a sell order, sufficient Securities must be held by you to cover the order and your CSN and FIN for New Zealand orders or, your SRN or HIN for Australian orders, must be provided at the time of placing the sell order.
- 1.8 We will use our best endeavours to carry out your instructions once received by Your Adviser. Once the transaction is carried out, a contract note confirming the transaction details and advising the settlement requirements will be sent to you. We will settle all transactions on your behalf, subject to us holding or receiving all necessary documents or funds, on the usual basis, for the market concerned. Orders in the New Zealand and Australian markets are currently settled within three (3) Business Days.
- 1.9 You acknowledge that delays may be experienced between you placing an order to sell securities and the execution of that order, due to the need for us to verify the holding and the registration details of the holding prior to placing an order into the relevant Exchange system. We are not liable for any loss that may result from delay caused by factors beyond Macquarie's reasonable control. You will be liable for any costs incurred as a result of providing us with incorrect holding details.

- 1.10 You acknowledge that an instruction to trade in Securities is not deemed to be accepted until such time as it has been placed into the relevant trading system. In the event that an order is rejected, for whatever reason, we will use our best endeavours to contact you.

2 Foreign currency exchange trades

- 2.1 You acknowledge that if you instruct us to buy or sell Securities on the ASX, we will only carry out a foreign currency exchange trade to accompany the transaction if you instruct us to do so or if you have made such an arrangement with Your Adviser.
- 2.2 You acknowledge that you will be liable for any variation in currency prices on each side of a foreign currency exchange trade and that foreign currency exchange trades carry risk. You should acquaint yourself with such risks prior to requesting a foreign currency exchange trade.

3 Your requests to amend or cancel an order

- 3.1 If you wish to amend or cancel an order, you must do so by giving specific instructions to your Macquarie Adviser (or an alternative Macquarie representative) for the amendment or cancellation of that order.
- 3.2 We will use reasonable endeavours to effect an instruction to amend or cancel an order as quickly as possible. However, you acknowledge that there may be delays in processing an instruction to amend or cancel an order, and as such, an order may be wholly or partly filled before an instruction for its amendment or cancellation is processed.
- 3.3 You will be liable to settle the partially filled order.

4 Discretions

- 4.1 We may decline to act on your or your Authorised Person's instructions or generally prohibit or restrict you from trading in or from your Account(s) where:
- (a) the instructions are not clear and complete;
 - (b) the instructions do not meet all trade requirements set by Macquarie and any applicable regulatory exchange from time to time;
 - (c) the original instruction is more than one calendar month old;
 - (d) you do not have sufficient relevant Securities or funds in your nominated settlement account or Client Funds Account (as defined in clause 8.1 of this Part B) to settle the transaction, or you have monies outstanding on your Account;
 - (e) trading in the relevant Securities has been suspended or halted for any reason whatsoever and you have not reconfirmed instructions; or
 - (f) in its reasonable opinion, Macquarie is of the view that placement of your order or execution of your instruction is likely to:
 - i. contribute to a breach of the Rules; or
 - ii. be inappropriate, unethical or likely to negatively impact on Macquarie's reputation and integrity within the market; or
 - iii. create a disorderly market in the Securities; or
 - iv. be outside the scope of Your Adviser's authority; or
 - v. exceed a trading limit;

- (g) the instruction is a “stop loss” instruction;
 - (h) the order type is subject to other requirements, and those requirements have not been satisfied, for example, in the case of employee share option plans;
 - (i) the order would require us to act as principal; or
 - (j) we may reasonably need to protect our interest.
- 4.2 Macquarie may, in its absolute discretion, amend or cancel any transaction executed, if Macquarie reasonably believes that the transaction:
- (a) appears to have been executed in error; or
 - (b) breaches the Rules; or
 - (c) negatively impacts or interferes with the integrity or orderly nature of the market in any way.
- 4.3 You acknowledge that you are not able to claim any compensation from us in relation to any circumstances described in clauses 4.1 and 4.2 above even if you receive a contract note relating to the cancelled transaction.
- 4.4 Orders may be purged from the relevant exchange(s), subject to the provisions of the Rules, without notice to you including, without limitation, where:
- (a) an order expires;
 - (b) a stock is quoted “Ex” (as defined by the NZX or ASX) for the purpose of determining an entitlement to shares, an offer to shareholders, a distribution payment or for any other reason;
 - (c) the price at which an order is entered is deemed to be too far from the prevailing market price;
 - (d) the security has been removed from the NZX or the ASX; or
 - (e) the NZX or the ASX determines the order should be purged for any reason whatsoever.
- 4.5 You acknowledge that orders purged from the exchange will not be re-entered into the trading system without further instruction from you.
- 4.6 You acknowledge that in the event of your death or you becoming otherwise incapable of receiving and paying for or delivering or transferring Securities which you have ordered to be bought or sold, if, after reasonable enquiry, we have no knowledge of anyone legally authorised to complete such purchases or sales on your behalf, we are entitled, with the approval of NZX, to resell or repurchase, or cause to be resold or repurchased (as the case may be) any outstanding Securities and you or your estate shall be entitled to any surplus, which may result, and be liable for any deficiency.

5. Clearing and settlement of trades

- 5.1 Macquarie will carry out the clearing and settlement of trades in accordance with the C&S Rules and the Depository Rules.
- 5.2 Under the C&S Rules:
- (a) the Clearing and Settlement Terms of each trade executed on your behalf will be novated in accordance with the C&S Rules and Macquarie will become principal in the resulting relevant settlement transaction and take on all of the Clearing and Settlement Terms for that settlement transaction; and
 - (b) you agree to this novation pursuant to, and on the terms and conditions provided for under the C&S Rules to the full extent required by law.

- 5.3 Your rights and obligations in relation to the clearing and settlement of a relevant settlement transaction will be limited to any rights against, or any obligations to, CHO in relation to the clearing and settlement of the relevant settlement transaction.
- 5.4 The liability of CHO, CDO, the Depository Nominee, New Zealand Clearing and Depository Corporation Limited and NZX to any Person (including the Client) is limited or excluded by, and is subject to, the provisions of Section 8 of the C&S Rules and Section 9 of the Depository Rules.
- 5.5 You grant Macquarie at all times, full and exclusive rights, power and authority to bind you under the C&S Rules and to authorise the application of your Client Assets (as defined in the NZX Participant Rules) in accordance with Rule 18.10 of NZX Participant Rules.
- 5.6 You may not assert against CDO or the depository Nominee or any person acting on behalf of CDO or the Depository Nominee (or both of them), any proprietary, equitable, contingent, future or partial interest in any funds or securities held in a Settlement Account or a Depository Account.
- 5.7 Contact information for Macquarie for the purpose of this section is:
 PO Box 2006 Shortland Street
 17th Floor, Lumley Centre, 88 Shortland Street
 Auckland
 Phone 0800 742 737

6 Settlement obligations

- 6.1 Full payment for all buy orders must be received by Macquarie by no later than midday on the 3rd Business Day after the date of the contract note. Payment may be made: by direct credit to a Client Funds Account (as defined in clause 8.1 of this Part B), be set off from your Client Account, by cheque, or from an alternative nominated bank account.
- 6.2 Payment of application moneys for new issues or placements must be made to us by the date specified in the terms of issue. Late settlement may attract a late charge to cover any associated costs to us, which will be debited to your Account, or may result in your application not being submitted.
- 6.3 Sale proceeds will not be released to you or be available to cover purchases until your CSN and FIN have been validated (for stocks listed on Securities Registry) or until completed transfers and share certificates have been returned to and processed by us (for stocks not listed on Securities Registry).
- 6.4 Sale proceeds may be direct credited to a nominated bank account, be set off against a debit balance in your Client Account, or paid to you by cheque. Payment of sale proceeds or the release of other funds belonging to you will not be made to any party other than you without your prior written authority.
- 6.5 We reserve the right to offset buy and sell trades undertaken on your behalf before settlement with you.
- 6.6 We may suspend your activity on your Account where any amounts are due for payment for more than thirty (30) calendar days.
- 6.7 Payment must be made in the currency of the market in which the transaction takes place, unless otherwise agreed.
- 6.8 For NZD payments made by direct debit, payments should be

made to:

Account Name: Macquarie Equities NZ Ltd

Bank: BNZ

Bank Address: 1 Willis St, Wellington

Account Number: 02-0500-0547918-00

SWIFT: BKNZLN22

Reference: [please insert your trading account number]

The bank details for payments in other currencies are available from Your Adviser.

7 Failure to settle

- 7.1 You are liable for any losses, costs and expenses incurred by Macquarie as a result of your failure to provide payment in full in respect of purchases by the due settlement date, including without limitation NZX or ASX fees and interest charges on the outstanding monies calculated from the settlement date. However, Macquarie remains liable for any losses, costs or expenses caused by its own neglect or default.
- 7.2 You are liable for any losses, costs and expenses incurred by Macquarie, including without limitation NZX and ASX fees and stock borrowing fees, as a result of your failure to make good delivery in respect of sales by the due settlement date. However, Macquarie remains liable for any losses, costs or expenses caused by its own neglect or default.
- 7.3 In the event that you fail to complete a contract or a portion of a contract, or to settle a transaction in accordance with its terms, we may, acting in accordance with the Rules and after making a demand on you, sell or purchase sufficient Securities the subject of the contract to satisfy your settlement obligations, at your risk and expense, including GST and brokerage.
- 7.4 If you fail to supply your CSN, FIN, HIN or SRN (as applicable) at the time of issuing your instructions to place an order, Macquarie may charge you:
- a fee which is a reasonable estimate of our administrative costs; and
 - ASX and/or NZX fail fees; and
 - other fees we incur which directly arise from your failure to supply your CSN, FIN, HIN or SRN.

8 Client funds accounts and settlement payments

- 8.1 We are required to segregate money and Securities held on behalf of Clients from Macquarie's own funds. We maintain designated Client funds trust accounts ("Client Funds Accounts") which are with the Bank of New Zealand and Macquarie Bank Limited
- 8.2 We pay the following into the Client Funds Accounts at the end of each Business Day (or where the funds are received after bank trading hours the following Business Day):
- any money received from you or for your Account, for the purchase of Securities;
 - any money received for your Account in respect of a sale of Securities; and
 - all application money, call money payable or any other payment received from you or for your Account and not paid directly to you.
- 8.3 You authorise us to deal with money held on your behalf in the Client Funds Account in order to:
- reimburse us for any amount paid by us in settling the purchase of Securities for your Account including transfer

to a Settlement Account or account operated by the the ASX to effectuate settlements;

- make payment to you in respect of sale of Securities;
 - make payment to you of funds held on your behalf in the Client Funds Account; or
 - make payment to us for brokerage or any other charge payable by you to Macquarie under these Terms and Conditions (including any default interest, late payment charge or penalty charge).
- 8.4 We are not able to make payments to you from the Client Funds Account in cash. Payments will only be made:
- directly to a bank account in your name;
 - to another account on your written instructions and with bank verification of the account; or
 - by means of a non-transferrable cheque made out in your name.
- 8.5 Unless otherwise agreed, you acknowledge that we are entitled to any interest on money held in the Client Funds Account.
- 8.6 In connection with the settlements, you may also authorise us to direct credit into or withdraw funds from your nominated bank account by completing the relevant direct debit application form.
- 8.7 You will be liable for any fees incurred due to the failure of a direct debit transaction.
- 8.8 You acknowledge that where you opt to make settlement payments by cheque that:
- we are not required to act on your instructions until the cheque has cleared; and
 - the settlement may be delayed while we await the confirmation that the funds have cleared.
- ## 9 FIN
- 9.1 You authorise Macquarie and any CSP appointed by Macquarie to retain a record of your FIN for the purpose of settling sell transactions effected by you and to ensure transfers have been correctly made into your CSN. Your FIN will only be stored by Macquarie and any CSP appointed by Macquarie, in an encrypted form in our electronic accounting system or in the CSP's system. You acknowledge that by retaining a record of your FIN, Macquarie and any CSP appointed by Macquarie will have unlimited access to your Securities and that in the unlikely event that unauthorised use or access of your FIN does occur there is a risk that your Securities may be transferred out of your name without your authority. In this regard Macquarie undertakes to you that it will at all times protect your FIN from unauthorised use and/or access where it is held by Macquarie and also undertakes to you that it will procure that any CSP appointed by Macquarie will undertake to you that your FIN will only be stored by the CSP in encrypted form and that the CSP will at all times protect your FIN against unauthorised use and/or access. As at the date of this agreement Macquarie is the CSP for all trades executed by it. Macquarie will provide you with written notice if it decides to appoint a different CSP in the future.
- 9.2 All completed transfers and scrip for transactions regarding stocks not listed on Securities Registry must be received at our office by midday on the 3rd Business Day after the date on the contract note.

10 Allocation policy

10.1 On some occasions Securities purchased on your behalf may be transferred into a pool account prior to being allocated to your Account. The pool account may also contain Securities purchased on behalf of other Clients pursuant to a similar order. On these occasions Securities will be allocated to Clients in the order in which the Clients placed their orders and at the prices at which the corresponding trades occurred.

11 Principal trading

11.1 You acknowledge:

- (a) Macquarie and its related bodies corporate may deal in Securities on the NZX or the ASX as principal;
- (b) that in certain circumstances permitted under the relevant New Zealand and Australian legislation and the NZX and the ASX Rules, Macquarie and its related bodies corporate may (either acting for another Client or on its own account) enter into the opposite position in a Securities transaction with you, as principal; and
- (c) you consent to Macquarie and its related bodies corporate entering into such a transaction with you.

12 Additional Limitations on Macquarie Liability

- 12.1 You agree that Macquarie is not liable for any financial consequence or inconvenience arising from circumstances where:
- (a) Macquarie uses its discretion to cancel a transaction or refuses to accept an instruction from you in accordance with these Terms and Conditions; or
 - (b) the NZX, ASX, or any other regulator uses its power to amend or cancel a transaction.
- 12.2 You acknowledge that we are not liable for any losses you incur as a result of a currency conversion undertaken on your behalf in order to meet your settlement requirements for foreign Securities orders.

Part C: Macquarie Premium Portfolio Service

1 Appointment of Custodian

- 1.1 You appoint the Custodian as the custodian of the Securities (other than bearer stocks and those Securities held by a margin lender in accordance with your separate agreement with the lender) to deal with and hold the Securities in accordance with this Part C.
- 1.2 The Custodian may, in its sole discretion, refuse to accept delivery of any Security in which case it must advise you of that refusal.
- 1.3 As against the Custodian, you are entitled to the Securities, subject to the Custodian having a lien over the Securities to secure any expenses or outlays incurred or paid by the Custodian in accordance with the provisions of this Agreement, but excluding any unpaid Custodian fees.

2 Custodian to act as agent

- 2.1 The Custodian will act as agent for you for the following purposes:
 - (a) to accept Documents deposited with the Custodian on your behalf and any Documents deposited will be held by the Custodian at your risk;
 - (b) to register Securities transferred to you in the Custodian's name, or in the name of a nominee of the Custodian, as Bare Trustee for and on your behalf;
 - (c) to acquire, dispose of and deal with the Documents and the Securities and any derivatives of either of them and undertake corporate actions in relation to the Documents and Securities including (but not limited to):
 - i. acting on bonus, rights and other issues or offers;
 - ii. executing proxy forms and exercising any voting rights; and
 - iii. attending and voting at meetings, in each case as instructed by you pursuant to Clause 5.3 of this Part C, unless such instructions are in conflict with applicable law or regulations or local market practice in which case the Custodian will immediately inform you in writing;
 - (d) to receive, collect, hold, deal with and disburse, subject to the provisions of Part C, as Bare Trustee for and on your behalf, all income, entitlements and payments (of any nature whatsoever) in respect of the Securities and, in the absence of any specific instructions given by you, to take any action which the Custodian considers to be necessary in connection with the receipt of such entitlements and payments (including signing and delivering any necessary documents or authorisations);
 - (e) to do such other things as the Custodian considers necessary, after taking reasonable steps to consult with you, in order to give effect to the provisions of this Part C; and
 - (f) if requested to provide additional services for notification of corporate actions, requests for instructions and a proxy voting service.

3 Custodian's responsibilities and rights

- 3.1 In exercising its powers and performing its obligations as set out in Part C, the Custodian will:
 - (a) exercise due care in respect of custody of the Documents;

- (b) not be obliged to supervise your investments generally or advise on them;
- (c) not be liable for any damage, loss, cost or expense arising from an act or omission of any other person (not being an employee, servant or agent of the Custodian) or from any electronic or mechanical fault or for any act or omission arising from (or notwithstanding) compliance by the Custodian with the Rules, any law or customary market practices; and
- (d) not be liable to you for earnings foregone on monies held for you by the Custodian, except to the extent that the Custodian fails to obey your express and reasonable written instructions.

- 3.2 Notwithstanding the fact that legal title to the Securities is held by the Custodian, subject to Part C (including, in particular, Clause 1.3), any rights which attach to the ownership of those Securities may only be exercised by the Custodian on and in accordance with your instructions pursuant to Clause 5.3.

4 Appointment of agent by Custodian

- 4.1 Subject to its compliance with all Rules, you acknowledge that the Custodian may arrange for, or appoint, or delegate to, any other person to act on its behalf in respect of the obligations of the Custodian set out in Part C.
- 4.2 The arrangement or appointment of another person under Clause 4.1 above will be on terms which the Custodian, in its absolute discretion, considers appropriate but will not limit the extent of the obligations of the Custodian to you as set out in Part C or give rise to any liability on behalf of any such person for the provision of the services provided to you pursuant to these Terms and Conditions.
- 4.3 Neither an issuer of the underlying Securities ("Issuer"), trustees of the underlying Securities (where applicable) ("Trustees"), nor any person appointed pursuant to Clause 4.1 above, has caused the issue of, endorses or is in any way responsible for any information provided by the Custodian (other than, in respect of the Issuer and Trustees, investment disclosure material relating to the Securities).
- 4.4 You acknowledge and agree that an investment in the Securities does not represent either a deposit with or liability of the Issuer or the Trustees, and neither an Issuer, a Trustee, any person appointed pursuant to Clause 4.1 above, nor their respective subsidiaries or related companies, guarantee the repayment of capital, payment of income or the performance of the Securities except as set out in the relevant investment disclosure.

5 Dealing with Securities

- 5.1 On receipt of a written request from you the Custodian will, subject to its lien under Clause 1.3 of this Part C, arrange the transfer of any Securities held for your benefit to you or to any other person at your direction.
- 5.2 The Custodian will provide you with half yearly reports of all investments and documents of title held in its possession on behalf of you and of all movements relating to the reporting period including all cash related transactions of income, dividends, foreign exchange and settlements with cash or bank accounts. An end-of-financial-year summary of income and dividends, including resident withholding tax, imputation credits, withholding tax and management fees will also be provided to you. Each of these reports will be forwarded to you (in accordance with Clause 11.1(b) of this Part C) and

within forty (40) Business Days of the end of the period to which they relate unless another means of transmission is agreed between the parties.

- 5.3 Any instructions given to the Custodian by you or an Authorised Person in accordance with the provisions of Part C must be in writing. The Custodian is entitled to rely on any instructions purported to be given by an Authorised Person without having to verify that person's identity and authority to give such instructions.
- 5.4 The Custodian will maintain appropriate records and registers for the Documents, the Securities and your money. In particular, the Custodian will separately identify them in its records and registers, as distinct from the investments of other clients held by the Custodian.
- 5.5 Contract notes and confirmations will be sent to the Custodian.

6 Foreign exchange trading

- 6.1 The Custodian will not be required to execute any instructions given to it by you under Part C in relation to foreign exchange trading unless and until the Custodian receives, in a form and content acceptable to it, a trade confirmation from the applicable foreign exchange counterparty.
- 6.2 The Custodian may establish a foreign currency account for you and will act on your instructions for the movement of funds between currencies.
- 6.3 Cash Switching is undertaken by the Sub-Custodian following the receipt of proper instructions received from the Custodian. Foreign exchange trades may also be completed by the Custodian at a set rate determined between Sub-Custodian and the Custodian.

7 Special conditions

- 7.1 You will provide the Custodian with the necessary cleared funds to enable settlement of any dealings entered into by the Custodian on your behalf pursuant to Part C in strict and absolute accordance with the procedures set out in Clause 12.10(B)(1). The Custodian will not accept cash from you.
- 7.2 The Custodian may at its discretion charge you a funding fee in respect of that proportion of the required funds not provided, in accordance with the funding deadline until the amount of cleared funds required for settlement are provided by you to the Custodian.
- 7.3 You are responsible for paying your own costs, fees and charges incurred in connection with the provision of the funding referred to in Clause 7.1 of this Part C.
- 7.4 You authorise your Macquarie Adviser to have access to your Account in order to exercise your instructions.
- 7.5 Additional special conditions, if any, forming part of Part C may be agreed between the Custodian and you.
- 7.6 Third party payments can be made on your instructions provided that you have previously provided written authorisation to make payments from that third party account.

8 Expenses, fees and charges

- 8.1 You agree to indemnify the Custodian and its agents against all taxes, duties, levies, fines and imposts (arising other than as a result of the Custodian's negligence) of any nature whatsoever incurred in connection with the performance by the Custodian of its obligations or with any of the transactions contemplated and which are properly chargeable against the

Custodian or a third party engaged by it in accordance with the provisions of Part C, excluding tax on the Custodian's or its agents' general income or profits.

- 8.2 You agree to indemnify the Custodian and its agents against all fees, charges and/or other costs incurred by the Custodian and/or any of its agents as a direct, indirect or consequential result of you failing wholly or in part to comply with any provision of Part C, including any special condition.
- 8.3 You agree to indemnify the Custodian and its agents against any actions, claims, demands, proceedings, costs, damages, expenses, liabilities and losses (including legal costs on a solicitor and client basis) paid, suffered or incurred by us directly or indirectly as a result of performance by the Custodian and/or any of its agents of their respective obligations under Part C.
- 8.4 In consideration of the performance by the Custodian of its obligations under Part C, you agree to promptly pay to the Custodian such fees and charges, together with any GST payable, determined in accordance with the fees and charges as the Custodian may notify you as being due and payable.
- 8.5 The Custodian may at any time increase, amend or vary the fees and/or charges referred to in Clause 8.4 of this Part or their basis or method of calculation and may impose new fees and/or charges subject to providing you with 30 days prior written notice of the Custodian's intention to do so.
- 8.6 You agree to promptly pay to the Custodian all other transaction expenses and liabilities reasonably incurred by the Custodian in relation to the Securities, including:
- (a) all brokerage, commissions, fees, taxes, duties and the similar expenses associated with receiving, collecting, holding, and disbursing the Securities; and
 - (b) any expenses or liabilities incurred at your request.

9 Taxation

- 9.1 If it is required to by law, the Custodian may deduct resident withholding tax from Resident Withholding Income.
- 9.2 If you fail or elect not to provide the Custodian with your IRD number, the Custodian will deduct resident withholding tax, if any, at the non-declaration rate and remit it to the Inland Revenue Department.
- 9.3 The Custodian will be provided with the IRD number designated in Section 1 of the Application Form. You must also inform the Custodian if it is a company, other than a company that is a trustee.
- 9.4 You must, on request, certify to the Custodian in respect of any company referred to in Clause 9.3 of this Part, its place of incorporation, principal place of business, residence, control or management, registered office, IRD number, or other information which may affect the Client's status or assessability for taxation purposes in any country.

10 Commencement, termination and amendment

- 10.1 The custody services offered under Part C may be terminated by:
- (a) mutual consent between the Custodian and you;
 - (b) either party giving not less than 30 days' written notice;
 - (c) the Custodian, with immediate effect, if you breach any part of Part C; or
 - (d) the Custodian, with immediate effect, on the occurrence of an Insolvency Event;

- 10.2 Following the termination of services under Part C:
- (a) the parties will complete all outstanding transactions;
 - (b) you will pay all fees and other amounts due to the Custodian (or any associated company of the Custodian) up to and including the date of termination; and
 - (c) subject to the obligations in (b) being satisfied, the Custodian will transfer the Documents, Securities and any of your money held to you or to any other party as directed by you.
- 10.3 You will bear any additional expenses of the Custodian reasonably incurred, directly or indirectly, as a result of any termination.
- 10.4 Any termination of Part C will not relieve a party from any liability incurred, or obligation undertaken, prior to termination.

11 Service of notices

- 11.1 All notices required or permitted to be given to or served on one party by the other under Part C must be in writing or capable of being printed or reduced to writing and must be:
- (a) left at the address of the addressee set out in the Application Form (or such other address you subsequently notify us of);
 - (b) sent by prepaid ordinary post, or airmail if posted from outside New Zealand, to the postal address of the addressee set out in the Application Form; or
 - (c) sent by email to the email address of the recipient set out in the Application Form, or as may otherwise notified by one party to the other in writing.
- 11.2 All notices required or permitted to be given to or served on the Custodian under Part C must be in writing sent by prepaid ordinary post or airmail if posted from outside New Zealand, to Macquarie Private Wealth, PO Box 4349, Shortland Street, Auckland, New Zealand.
- 11.3 You and the Custodian hereby agree that notice given or served under Part C will be deemed to be received:
- (a) in the case of a posted letter, at 5pm on the third Business Day after posting unless posted from outside New Zealand, in which case it will be deemed to be received on the seventh Business Day after posting;
 - (b) in the case of an email, at the time and date indicated on an email delivery receipt received by the computer from which the email was sent indicating that the email was received at the nominated email address of the recipient;
 - (c) in the case of a facsimile transmission, at the time and date indicated on a transmission confirmation report produced by the facsimile machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the nominated fax number of the recipient.
- 11.4 Any notice or other communication received by the Custodian after 5pm will be deemed to have been received at 9am on the next Business Day. The Custodian will use its best efforts to process such communications as soon as possible after receipt.

12 General

- 12.1 Amendments: The terms of Part C may be amended by the Custodian providing at least thirty (30) days' prior written notice to you. In the event Part C conflicts with the provisions of any other document, the provisions of Part C will prevail.

- 12.2 Client representation and warranty: You represent and warrant that the Securities are and will remain, free from any charge, encumbrance, lien or Security Interest (except for the Custodian's lien referred to in Clause 1.3 of Part C) and that the Custodian may deal with the Securities on the basis that they are beneficially owned by you.
- 12.3 Disclaimer: Part C is not intended to limit your rights under the New Zealand Consumer Guarantees Act 1993 where the services you acquire are of a kind ordinarily acquired for personal, domestic or household use or consumption and you are not acquiring the services for a business purpose. The Custodian excludes all conditions, warranties or terms implied by statute, general law or custom except to the extent that such exclusion would contravene any statute or cause this provision to be void.
- 12.4 Waiver: No waiver of, or any consent to any departure by you or the Custodian from a provision of Part C is of any force or effect unless it is confirmed in writing and signed by or on behalf of the party granting the waiver or consent and then that waiver or consent is effective only to the extent to which it is made or given.
- 12.5 New Zealand Privacy Act 1993: The Custodian undertakes not to provide personal information about you, received pursuant to Part C, to other persons unless you authorise that disclosure under the New Zealand Privacy Act 1993 or as set out below. Unless you inform the Custodian in writing otherwise, the Custodian is authorised to:
- (a) disclose information about you and your Authorised Persons where required under any Rules;
 - (b) hold information about you and the Authorised Signatories for the purposes of carrying out the instructions and services contemplated by Part C and for marketing purposes;
 - (c) record all telephone conversations between you or Authorised Signatories and the Custodian to verify instructions and for administrative purposes;
 - (d) obtain from a credit reporting agency a credit report concerning you and the Authorised Person's credit information if the Custodian considers it relevant to the services to be provided pursuant to Part C; and
 - (e) give to and seek from any credit provider, information about you and the Authorised Person's credit arrangements.
- 12.6 Suspension of services: The Custodian may suspend services under Part C if you or the Authorised Persons fail to provide information that is required and authorised under this Part.
- 12.7 Access and correction: You and the Authorised Person are entitled to see, and to request the correction of, any personal information that the Custodian holds.
- 12.8 Disclosure by Custodian: You acknowledge that the Custodian may be required to disclose information in respect of your identity, details of the Securities, information regarding the acquisition of Securities by you, or details of any transaction executed on your behalf to the New Zealand Securities Commission, NZX, any person entitled to such details or information by virtue of an order or direction of any court, or to any other person legally entitled.
- 12.9 Entire agreement: Part C records the entire agreement, and prevails over any earlier agreement or arrangement, concerning its subject.

12.10 (A) Details of the investment broker

The investment broker is:	Macquarie Equities New Zealand Limited, an NZX firm trading as Macquarie Private Wealth
The Custodian is:	Macquarie Equities Custodians Limited
Custodian's contact details:	The Lumley Centre Level 17, 88 Shortland Street PO Box 2006, Auckland Phone: 09 357 6931 Fax: 09 377 6483
The Sub-Custodian is:	Investment Custodial Services Limited
Sub-Custodian's contact details:	Sovereign House Level 4, 33-45 Hurstmere Road PO Box 33-1068 Takapuna Auckland Phone: 0800 800 638 Fax: 09 487 9494

(B) Procedures for dealing with money and property:

(1) Payment of money to the Sub-Custodian is to be made, unless agreed otherwise, by:

	For NZD	For AUD
cheque payable to:	Macquarie Equities Custodians Ltd	Macquarie Equities Custodians Ltd on A/C of Investment Custodial Services Ltd
direct credit to:	Account Number: 12-3113-0001150-02 Bank: ASB Bank Branch: Corporate Banking	Account Number: 11206211 Account Name: Investment Custodial Services Ltd BSB: 06 2000 Bank Address: Commonwealth Bank of Australia 48 Martin Place, Sydney, 2000, NSW, Australia SWIFT: CTBAAU2S
comment	Please include your AEGIS account as a reference.	

- (2) Delivery of property is to be made to the Sub-Custodian's address set out above in accordance with any delivery instructions specified for that property.
- (3) Your money and Securities are held on trust by the Sub-Custodian in accordance with Clause 5.4 of Part C until it is disbursed or distributed in accordance with your instructions.
- (4) Full accounting records are kept by the Sub-Custodian in respect of money or property received from clients. The Sub-Custodian will separately identify and hold your Securities in its records including those Securities in a clearing system. You may request from the Custodian a copy of those records, at no additional charge, during business hours.
- (5) Our internal controls and systems for handling clients' money and property are not audited. However they are periodically reviewed by the Macquarie Group's internal audit function. This includes an assessment of the adequacy of internal controls over the client funds account. We are also subject to review by the NZX Inspector as part of the NZX's compliance program.
- (6) The Custodian and Sub-Custodian can not use the money or property for its benefit, or any other person (except pursuant to its lien provided in Clause 1.3 of Part C).
- (7) The financial statements of the Sub-Custodian will be audited annually by PriceWaterhouseCoopers.

13 Use of online services

13.1 If you use our online service to view your portfolio you agree to be bound by the terms and conditions of this service which are available from Your Adviser.

Part D: Services provided by MEL (applicable only in relation to dealings in Australian securities)

1 Execution only services

- 1.1 MEL is our related body corporate and a Trading Participant of the ASX and holder of an Australian Financial Services Licence (trading in Australia as Macquarie Private Wealth).
- 1.2 MEL agrees to provide you with execution only services regarding any trades placed on ASX on your behalf. MEL is unable to provide you with any personal advice on your dealings and cannot act on a discretionary basis on your behalf under any circumstances.
- 1.3 You can only instruct MEL to trade on your Account through Macquarie. MEL cannot accept your instructions directly. You must contact Your Adviser if you wish to enquire about a trade on the ASX.
- 1.4 You acknowledge that MEL is neither obliged to accept you as a client, nor to provide you with any explanation for refusing your Account application where a decision is made to do so.
- 1.5 You and any Authorised Person(s) may instruct MEL (through Macquarie) to deal in Australian Securities. MEL may decline to act on your instructions where:
- they are not clear and complete;
 - they do not meet all trade requirements set by MEL, ASIC and ASX from time to time;
 - the original instruction is more than one calendar month old;
 - you do not have sufficient relevant securities or funds in your Nominated Account (as defined in clause 3.3 of this Part D) to settle the transaction, or you have monies outstanding on the Nominated Account;
 - trading in the relevant Securities has been suspended or halted for any reason whatsoever and you have not reconfirmed instructions; or
 - in its reasonable opinion, MEL is of the view that placement of your order or execution of your instruction is likely to:
 - contribute to a breach of the Corporations Act or ASX Operating Rules or other applicable legal or regulatory requirement;
 - be inappropriate, unethical or likely to negatively impact on MEL's reputation and integrity within the market;
 - create a disorderly market in the Securities;
 - be outside the scope of the MEL adviser's (or Your Adviser's) authority; or
 - exceed a trading limit;
 - the instruction is a "stop loss" instruction;
 - the order type is subject to other requirements, and those requirements have not been satisfied, for example, in the case of short selling or employee share option plans;
 - the order would require us to act as principal; or
 - we may reasonably need to protect our interest.

2 Fees and costs

- 2.1 You must pay all charges, fees and commissions in relation to services provided in accordance with these Terms and Conditions, promptly on demand or as otherwise advised in the relevant invoice. Such charges, fees and commissions may be deducted from money payable to you by MEL or from your Nominated Account (as defined in clause 3.3 of this Part D).

3 Settlement obligations

- 3.1 You agree to pay for purchases and make good delivery in respect of sales to enable MEL to settle by the due settlement date on all dealings in Securities on the ASX. You also agree to pay all applicable brokerage costs, taxes (including GST) and other charges in respect of those purchases and sales.
- 3.2 You acknowledge that MEL will not extend you credit for any reason whatsoever.
- 3.3 MEL does not accept payment in cash. You must make payments due under these Terms and Conditions for dealings in Australian securities, via the settlement account you designate ("Nominated Account") or by cheque.
- 3.4 You acknowledge that where you opt to make settlement payments by cheque that:
- we are not required to act on your instructions until the cheque has cleared; and
 - the settlement may be delayed while we await the confirmation that the funds have cleared.
- 3.5 If you choose to use a Nominated Account to settle dealings in securities on the ASX, you will be required to complete a direct debit authority form in connection with that Nominated Account, and you may be required to complete a separate application form for that account and comply with the terms and conditions of that account (ie if you are opening a new account as opposed to using an existing account). These forms can be obtained from Your Adviser.
- 3.6 If you have authorised MEL to directly credit into and debit funds from the Nominated Account (on the Account application, Nominated Account application form, or otherwise in writing), then MEL will, subject to the conditions set out in clause 3.7:
- have access to your Nominated Account for the purposes of verifying the available balance and other account details; and
 - automatically withdraw funds from your Nominated Account to satisfy:
 - your settlement obligations pursuant to clause 3.1 of this Part; and
 - other amounts payable to MEL under these Terms and Conditions.
- 3.7 Conditions for authorising MEL to draw from your Nominated Account:
- MEL is authorised to withdraw funds from your settlement account, by written request or any other method agreed between MEL or the offeror of your Nominated Account ("Offeror");
 - these withdrawals may be for any amount which is payable by you to MEL in accordance with these Terms and Conditions;
 - you authorise MEL to deposit credit balances directly into your Nominated Account; and
 - you authorise MEL and the Offeror to provide information to each other in relation to your Nominated Account for the purposes of the authority granted to MEL pursuant to clause 3.7(a) above.
- 3.8 If you choose to settle dealings through a Nominated Account, you may elect (by indicating on the application form for the Nominated Account) to receive the Share Registry Notification Service in connection with dealings

in Securities on the ASX. If you elect to receive the Share Registry Notification Service, you agree to comply with the Share Registry Notification Service terms and conditions, as contained in the Nominated Account application form.

4 Limitation on MEL Liability

- 4.1 MEL is not liable to you for any loss, liability, actions, claims, damages, costs and expenses resulting from any act or omission by MEL in performing any obligations under the terms and conditions in this Part D and in Part E of this booklet (including loss which may result from any delay or change in the market, before any particular instruction or transaction is effected), except to the extent that any such loss is caused by Macquarie's own negligence or default.
- 4.2 You acknowledge that MEL may engage an agent, broker, issuer, fund manager, clearing house or other third party to effect any investment transaction for you and that MEL may not be able to control the actions of such third party and therefore shall not be liable for any act or omission of such third party where such liability arises as a result of unavoidable circumstances beyond MEL's control.
- 4.3 You agree that MEL is not liable for any financial consequence or inconvenience:
- (a) as a result of not acting on your instructions for any reason as outlined in clause 1.5 of this Part D; or
 - (b) where the NZX or ASX uses its power to amend or cancel a transaction; or
 - (c) where the instructions or order cannot be carried out as a result of unavoidable circumstances beyond MEL's control.

5 Privacy

- 5.1 By completing the Account application, you agree to MEL collecting, holding and using personal information about you to provide products and services to you, to carry out administration and in order for MEL to comply with its legal obligations, including but not limited to its obligations under AML/CTF Laws. Administration includes monitoring, auditing and evaluating, modelling data, dealing with complaints, answering queries and providing services in relation to this product.
- 5.2 You consent to MEL using your personal information for the following purposes:
- (a) assessing and processing your Account application;
 - (b) effecting the purchase and sale of Securities in your name and providing related facilities and services, including any requirement to facilitate settlement;
 - (c) converting Issuer Sponsored holdings to a MEL sponsored HIN;
 - (d) maintaining a register of holdings, or to correct information held by share registries or companies about you; and
 - (e) communicating with you about your Account application and any product or service MEL supplies to you.
- 5.3 You acknowledge that MEL, and other related bodies corporate may use your personal information to offer you products or services that may be of interest to you, unless you request them not to.

- 5.4 You consent to MEL obtaining information from the FSP when processing any new Account application.
- 5.5 You consent to MEL disclosing your personal information to:
- (a) companies in the Macquarie Group, or any external service providers, who provide services in connection with its products and services, including suppliers of administrative services (for example, mailing houses);
 - (b) the ASX, where required by the ASX Operating Rules, including giving your name and other details to the FSP, if MEL terminates its agreement with you for failing to meet contractual obligations owed to MEL;
 - (c) companies or managed funds in which investments are made on your behalf and any organisation those companies may appoint to manage their share registries (this may include providing your tax file number to these organisations);
 - (e) Your Adviser;
 - (f) a party where MEL believes, acting in good faith, that the law requires or permits it to do so, including ASX, ASIC, AUSTRAC or any other governmental agency or regulatory authority in Australia, or where you consent to the disclosure; and
 - (g) any party proposing to acquire an interest in MEL's business.
- 5.6 You are not obliged to provide MEL with any of the personal information requested in the Account Application Form, or in any other document or communication relating to the products or services MEL supplies to you. However, without this information, MEL may not be able to process your application or provide you the appropriate level of service. Under the Australian Privacy Act 1988, you may request access to your personal information held by MEL or Macquarie Group of Companies. You can contact MEL to make such a request, or for any other reason relating to the privacy of your personal information, by writing to MEL at Reply Paid 4294, Macquarie Group Client Administration and Marketing, Sydney, NSW 2001. MEL's privacy statement and further detail on how you may access your personal information can also be found at www.macquarie.com.au/au/privacy_policy.htm
- 5.7 Except as provided in this Part D or in Part A, Section 6, you acknowledge that MEL will not provide any information in writing or over the telephone to third parties unless you consent to such disclosure.
- 5.8 You acknowledge that MEL may record telephone conversations between you and representatives of MEL. MEL does not currently record telephone conversations but it reserves the right to do so. You will be given due notice in the event a decision is made to introduce the recording of your telephone conversations.

Part E: CHESS sponsorship agreement (for Australian listed securities trading)

1 General

- 1.1 You agree to be CHESS Sponsored by MEL and acknowledge that MEL may refuse to accept instructions to sell Securities which you hold as a CHESS Holding with another broker.
- 1.2 Any term in this CHESS Sponsorship Agreement ("CHESS Agreement"), which is defined in the Settlement Rules, has the meaning given in the Settlement Rules. (The Settlement Rules are available on the ASX website at www.asx.com.au). If at any time the Settlement Rules are amended so that any of the provisions of this CHESS Agreement become inconsistent with the Settlement Rules, MEL will, by giving you not less than seven (7) Business Days notice, vary this CHESS Agreement to the extent which in MEL's reasonable opinion is necessary to remove the inconsistency.
- 1.3 The regulatory regime which applies to MEL in respect of your Account is the regime established under the Corporations Act and Corporations Regulations, the ASIC Market Integrity Rules, the ASX Operating Rules, Clearing Rules, and Settlement Rules. You can obtain information as to the status of MEL from the relevant regulatory authorities, including ASIC, ASX, ASX Clear and ASX Settlement. If MEL breaches any of the provisions of this CHESS Agreement you may refer the breach to any regulatory authority, including ASX Settlement. You may lodge a complaint against MEL with ASIC, ASX, ASX Clear, ASX Settlement or FOS. You may lodge a claim for compensation with MEL in the first instance, and if you are not satisfied with the response, may refer the claim to FOS.
- 1.4 Subject to clauses 1.5 and 1.6 of this Part E of CHESS Agreement, MEL is not obliged to transfer Securities to your HIN where payment for those Securities has not been received, until such payment is received.
- 1.5 Where a contract for the purchase of Securities remains unpaid, after MEL has made a demand on you to pay for those Securities, MEL may sell those Securities that are the subject of that contract at your risk and expense, including brokerage, GST and any adverse movements in the price of the Securities being sold.
- 1.6 Where MEL claims that an amount lawfully owed by you has not been paid, MEL has the right to refuse to comply with your Withdrawal Instructions, but only to the extent necessary to retain Securities of the minimum value held in your CHESS Holding (where the minimum value is equal to 120% of the current market value of the amount claimed).
- 1.7 Subject to clauses 1.5 and 1.6 of this Part E, MEL will initiate any transfer, conversion or other action necessary to give effect to your Withdrawal Instructions, within two (2) Business Days of receiving those Withdrawal Instructions.
- 1.8 MEL will not initiate any transfer or conversion request into or out of your CHESS Holding(s), without your express authority.
- 1.9 You acknowledge that:
- prior to entering into the CHESS Agreement, you were provided with the explanation contained in this document of the effects of the CHESS Agreement;
 - in the event of your death or bankruptcy, a Holder Record Lock will be applied to all your CHESS Holdings, unless your legal representative or trustee elects to remove your CHESS Holdings from the CHESS Subregister;
 - in the event of your death, the CHESS Agreement is deemed to remain in operation, with the consent of your legally appointed representative authorised to administer your estate, for a period of three (3) calendar months subsequent to the removal of the Holder Record Lock, unless your legal representative or trustee elects to remove your CHESS Holdings from the CHESS Subregister;
- (d) that in the event of the death of a joint CHESS Holder, the surviving joint holder will notify MEL as soon as reasonably practicable and promptly provide any supporting documents requested by MEL, including but not limited to, two (2) certified copies of the deceased CHESS Holder's death certificate and a certified copy of any Will and Testament;
- (e) that in the event of the death of a joint CHESS Holder, all CHESS Holdings under the joint Holder Record will be transferred into the name of the surviving holder under a new Holder Record, and the CHESS Agreement will remain valid for the new holdings under the new Holder Record.
- (f) that in the event of the bankruptcy of a joint holder, MEL will:
- establish a new Holder Record, transfer the interest of the bankrupt holder into new holdings under the new Holder Record and request that ASX Settlement apply a Holder Record Lock to all holdings under that new Holder Record, unless the legally appointed representative of the bankrupt elects to remove the relevant CHESS Holdings from the CHESS subregister; and
 - establish a new Holder Record in the name(s) of the remaining CHESS Holder(s) and transfer the interest of the remaining CHESS Holding(s) into new holding(s) under that new Holder Record.
- (g) if a Transfer is taken to be effected by MEL under Section 9 of the Settlement Rules and the Source Holding for the Transfer is a Participant Sponsored Holding under the Sponsorship Agreement, then:
- you may not assert or claim against ASX Settlement or the relevant Issuer that the Transfer was not effected by MEL or that MEL was not authorised by you to effect the Transfer; and
 - unless the Transfer is also taken to have been effected by a Participant of the ASX Group or a Clearing Participant of ASX Clear, you have no claim arising out of the Transfer against the National Guarantee Fund under Part 7.5, Division 4 of the Corporations Regulations.
- (h) The benefit of the acknowledgement in 1.9(g)(i) is held by MEL on Trust for the ASX Settlement and the relevant issuer.
- 1.10 In the event MEL is suspended from CHESS participation, subject to the assertion of any interest in Securities controlled by MEL, by the liquidator, receiver, administrator, or trustee of MEL:
- you have the right within twenty (20) Business Days to give notice to the ASX Settlement requesting that your CHESS Holdings be removed either:
 - from the CHESS subregister, or
 - from the control of MEL to the control of another broker with whom you have completed a valid sponsorship agreement pursuant to Settlement Rule 12.19.10, or
 - where you do not give notice under Clause 1.10(a)(ii), ASX Settlement may effect a change of Controlling Participant Under Settlement Rule 12.19.11 and you shall

be deemed to have entered into a CHESSE Sponsorship Agreement with the substitute Controlling Participant on the same terms as this CHESSE Agreement. Where this occurs the substitute Controlling Participant must enter into a CHESSE Agreement with you within 10 Business Days of the change of Controlling Participant.

- 1.11 If MEL breaches a provision of this CHESSE Agreement, and you make a claim for compensation pursuant to that breach, the ability of MEL to satisfy that claim will depend on its financial circumstances at that time.
- 1.12 You may be entitled to make a claim on the National Guarantee Fund for compensation in the circumstances specified under Part 7.5 division 4 of the Corporations Act.
- 1.13 You will supply all information and documentation requested by MEL, to enable it to perform its obligation as your Controlling Participant or comply with the Rules and requirements;
- 1.14 We may provide the CHESSE subregistry with your settlement account details as provided by you in the Account Application Form.
- 1.15 MEL has the right to terminate the CHESSE Agreement and these terms and conditions by giving you notice of its intention to do so. Upon termination MEL will cancel your HIN and transfer all CHESSE Holdings to Issuer Sponsored Holdings, unless you provide reasonable prior notice of an alternative sponsoring participant.
- 1.16. The CHESSE Holdings to which this CHESSE Sponsorship Agreement relates will be identified by:
- (a) the HIN(s) which you specify in the relevant section of the Account Application Form, if you elect to transfer CHESSE Holdings from another Sponsoring Participant; and/or
 - (b) for new CHESSE Holdings, the HIN recorded by MEL on or electronically attached to your Account application details, once a HIN has been allocated to you in accordance with Settlement Rule 8.7.2.

2 Exchange Traded Options Cover, Pledging and Sub-Positions

- 2.1 Where you arrange with ASX Clear to lodge Securities in a CHESSE Holding as cover for written positions in the Australian Options Market and you inform MEL, you authorise MEL to take whatever action is reasonably required by ASX Clear in accordance with the Rules to give effect to that arrangement.
- 2.2 Where you arrange with any person to give a charge or any other interest in Securities in a CHESSE Holding, you authorise MEL to take whatever action is reasonably required by that person in accordance with the Rules to give effect to that arrangement.
- 2.3 Where in accordance with this CHESSE Agreement and your instructions MEL initiates any action that has the effect of creating a sub-position over Securities in a CHESSE Holding, your right to transfer, convert or otherwise deal with those Securities is otherwise restricted in accordance with the Rules relating to sub-positions.

3 Change of Controlling Participant

- 3.1 If you receive a Participant Change Notice from MEL and the Participant Change Notice was received at least twenty (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 3.1(a) or 3.1(b)

- (a) You may choose to terminate the Agreement by giving Withdrawal Instruction under the Settlement Rules to MEL indicating whether you wish to:
 - i. transfer your CHESSE Holding to another Controlling Participant; or
 - ii. transfer your CHESSE holdings to one or more Issuer Sponsored Holdings.
- (b) If you do not take any action to terminate the agreement in accordance with 3.1(a) above, and do not give any other instructions to MEL which would indicate that you do not agree to the change of Controlling Participant then, on the Effective Date, the CHESSE Agreement will have been taken to be novated to the new Controlling Participant and will be binding on all parties as if, on the Effective Date:
 - i. the new Controlling Participant is a party to the CHESSE Agreement in substitution for MEL;
 - ii. any rights of MEL are transferred to the new Controlling Participant; and
 - iii. MEL is released by you from any obligations arising on or after the Effective Date.
- (c) The novation in clause 3.1 (b) 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.
- (d) You will be taken to have consented to the events referred to in clause 3.1 (c) by the doing of any act which is consistent with the novation of the CHESSE 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.
- (e) This Agreement continues for the benefit of MEL 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 3.1 (b) not binding or effective on the Effective Date, then the CHESSE Agreement will continue for the benefit of MEL until such time as the novation is effective, and MEL will hold the benefit of the Agreement on trust for the new Controlling Participant.
- (f) Nothing in this clause 3 will prevent the completion of CHESSE transactions by MEL where the obligation to complete those transactions arises before the Effective Date and the CHESSE Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of the Agreement to the new Controlling Participant under this clause 3.

4 Termination

- 4.1 Subject to the Settlement Rules, the CHESSE Agreement will be terminated upon the occurrence of any of the following events:
- (a) by notice in writing from either party to the other party to the agreement;
 - (b) upon MEL becoming insolvent (as that term is defined in the Australian Corporations Act 2001 (Cth));
 - (c) upon the termination or suspension of MEL;
 - (d) upon giving of Withdrawal Instructions by you to MEL in accordance with Settlement Rule 7.1.10(c).
- 4.2 Termination under Clause 4.1(a) will be effective upon receipt of notice by the other party to the agreement.

Part F: Partly Paid Security Agreement (applicable only in relation to dealings in Australian securities)

By entering the terms and conditions set out in Part F, you make the declarations contained in this Partly Paid Security Agreement regarding your understanding of Partly Paid Securities and your additional obligations if you elect to use your Account to trade in Partly Paid Securities.

You hereby declare that:

- (1) You are aware that a Partly Paid Security is a security which may require you to make a further payment or payments at some time in the future.
- (2) You are aware that it is your responsibility to obtain and read a copy of the prospectus, PDS or information memorandum issued by an issuer which sets out the particular features of, and rights and obligations attaching to, a Partly Paid Security before you place an order to buy a Partly Paid Security.
- (3) You are aware that you may be liable for further payments on a Partly Paid Security and that a failure to make a further payment by the specified date(s) may result in an issuer of a Partly Paid Security or their associates or agents taking action, including legal action, against you to recover the outstanding payments and/or may result in the forfeiture of your entitlement to the Partly Paid Security.
- (4) You are aware that in certain circumstances you may be liable to make a further payment on a Partly Paid Security despite the fact that you may have disposed of a Partly Paid Security prior to the date that a further payment falls due.
- (5) You are aware that you should monitor announcements made by the issuer of a Partly Paid Security and that it is your responsibility to inform yourself of the date/s or circumstances that a further payment falls due and the last day that you can dispose of the Partly Paid Security before you are liable for a further payment.
- (6) You are aware that the amount of a further payment may be unrelated to the financial performance of a Partly Paid Security and that the amount of the further payment may exceed the intrinsic value of a Partly Paid Security at the time a further payment falls due.
- (7) You acknowledge that your Partly Paid Security orders or instructions may not be able to be fulfilled where there is insufficient liquidity in the market. Where a sell order is not able to be fulfilled, you acknowledge that you will be liable for any further payment on the Partly Paid Security.
- (8) You acknowledge that:
 - (a) an obligation on you in relation to a Partly Paid Security, including an obligation to make a further payment; and
 - (b) any failure to fulfil your Partly Paid Security orders or instructions because there is insufficient liquidity in the market;does not give rise to a claim against ASIC, ASX, the Securities Exchanges Guarantee Corporation Limited or MEL.
- (9) You acknowledge that this Partly Paid Security Agreement forms part of the terms and conditions governing your stockbroking relationship with MEL.

Part G: Definitions and interpretation

1 Definitions

In these Terms and Conditions:

“Account” means an account established by Macquarie Equities New Zealand Limited or MEL on behalf of a Client;

“AML/CTF Laws” means Australian Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments;

“Application Form” means the application form forming part of the Macquarie Private Wealth Application Booklet;

“ASIC” means Australian Securities and Investments Commission;

“ASX” means the ASX Limited ABN 98 008 624 691 or the stock market conducted by ASX Limited, as the context requires;

“ASX Clear” means the ASX Clear Pty Limited ABN 48 001 314 503;

“ASX Settlement” means ASX Settlement Pty Limited ACN 008 504 532

“AUSTRAC” means the Australian Transaction Reports and Analysis Centre;

“Authorised Person” means any person authorised in writing by the Client (either on the Client’s Account application or otherwise by written notice to Macquarie) to operate the Account on behalf of the Client;

“Bare Trustee” means that trustee functions are limited to holding assets, settling transactions and acting on the instructions of investors. Bare Trustee cannot incur any liabilities in its own name or on behalf of investors;

“Business Day” is a reference to a day Macquarie is open for business in the city in which your Macquarie Adviser is located;

“C&S Rules” means CHO’s Clearing and Settlement Rules;

“CDO” means New Zealand Depository Limited, including its Board, senior executives, employees, agents, and any Person acting under its delegated authority;

“CHESS” means the Clearing House Electronic Subregister System;

“CHESS Holding” means a Holding of Securities on the CHESS Subregister;

“CHO” means New Zealand Clearing Limited, including its Board, senior executives, employees, agents, and any Person acting under its delegated authority;

“Client” means the person or body corporate for whom Macquarie or MEL establishes an Account and may be referred to as “you” in these Terms and Conditions;

“Controlling Participant” means the broker that has the capacity in CHESS to transfer or convert Securities from the CHESS Holding;

“CSN” means your Common Shareholder Number;

“CSP” means your Clearing and Settlement Participant;

“Custodian” means Macquarie Equities Custodians Limited;

“Depository” means the depository operated by CDO in accordance with the Depository Rules;

“Depository Account” has the meaning assigned to it under the NZX Participant Rules;

“Depository Nominee” means the “Nominee” as that term is defined in the NZX Depository Rules;

“Depository Participant” means a person or entity that CDO has allowed to be a participant in the Depository operated by CDO;

“Depository Rules” means CDO’s Depository Operating Rules, as amended from time to time by CDO;

“Documents” means any documents evidencing your title to the Securities;

“FIN” means an alphanumeric identifier issued by NZX, an Issuer or a Securities Registry, to a Security holder that provides authority to access the shareholders account at the Securities Registry;

“FOS” means Financial Ombudsman Service;

“FSP” means Financial Services Protection;

“GST” means Goods and Services Tax. This definition refers to (i) NZ GST in relation to fees payable to Macquarie and (ii) Australian GST where the GST is payable in respect of MEL fees;

“HIN” means your Holder Identification Number;

“Holder” means a person registered as the legal owner of Securities in a holding;

“Holder Record” means the registration details, the HIN and the Holder Type as recorded by ASX Settlement in CHESS for the purpose of operating one or more CHESS Holdings;

“Holder Record Lock” means a facility that prevents Securities from being deducted from any current holding to which the relevant Holder Record applies, pursuant to a transfer or conversation;

“Insolvency Event” means the happening of any of these events to you:

- i. an application is made to a court for an order appointing a liquidator or interim liquidator in respect of your affairs, or one of them is appointed, whether or not under an order, by shareholder resolution or otherwise;
- ii. you enter into, or resolve to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of your creditors, or you propose a reorganisation, moratorium or other administration involving any of them;
- iii. a trustee, receiver, or similar official is appointed;
- iv. any step is taken, or a proposal is made, for dissolution or you cease, or threaten to cease, to carry on your business;
- v. you are, or you state that you are, insolvent;
- vi. you are, or you make a statement from which it may be reasonably deduced that you are unable to pay your debts when they fall due, or are presumed unable to pay your debts under any law (including, in particular, section 287 of the New Zealand Companies Act 1993);
- vii. any step is taken, or recommendation made, to appoint a statutory manager under the Australian Corporations (Investigation and Management) Act 1989;
- viii. you take any step to obtain protection, or are granted protection, from your creditors, under any applicable legislation, or an administrator is appointed;
- ix. if you are a natural person, you commit an act of bankruptcy under any section 15 to 28 of the New Zealand Insolvency Act 2006 or action is taken which could result in that event;
- x. a charge, encumbrance, lien or security interest over any asset becomes enforceable; or anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

“ICSL” means Investment Custodial Services Limited;

“Issuer” means any person who is or has been listed on a market

provided by NZX or on a Recognised Securities Exchange and, where applicable, may include all members (other than another listed entity or a subsidiary thereof) of any Group and/or other entities of which the Issuer is the Holding Company or in which the Issuer otherwise has a controlling interest;

“Issuer Sponsored Holding” means a parcel of Securities registered and held in an uncertificated manner and for which the relevant share registry administers the register of holdings and stock movements;

“ITS” means the integrated trading system platform made available by the ASX to its Participants for the purpose of trading;

“Macquarie”, “us”, “our” and “we” refers to Macquarie Equities New Zealand Limited, an NZX Firm trading in New Zealand as Macquarie Private Wealth including its Board, senior executives, employees, and any Person acting under its delegated authority;

“Macquarie Adviser” means the adviser allocated to you by Macquarie;

“Macquarie Group” is comprised of Macquarie Group Limited ABN 94 122 169 279 and all its worldwide affiliated entities;

“MEL” refers to Macquarie Equities Limited ABN 41 002 574 923, a Trading Participant of the ASX and holder of an Australian Financial Services Licence 237504 (trading in Australia as Macquarie Private Wealth) and a subsidiary of Macquarie Group;

“NZX” means the New Zealand Exchange Limited and the securities markets in New Zealand it operates;

“Partly Paid Security” means a Quoted Product (as defined in the ASIC Market Integrity Rules) for which the Holder may be liable to pay a call or instalment in accordance with the terms of issue and for which an amount remains unpaid, but does not include a Quoted Product issued by a no liability company;

“Partly Paid Security Agreement” means the Partly Paid Security Agreement in Part G of these Terms;

“PDS” means Product Disclosure Statement;

“Resident Withholding Income” has the meaning assigned to it under section OB1 of the New Zealand Income Tax Act 1994;

“Rules” means the rules, regulations, customs, usages and practices of the relevant New Zealand and Australian legislation, NZX Participant Rules, NZX Clearing and Settlement Rules, NZX Depository Rules, NZX Listing Rules, ASIC Market Integrity Rules, ASX Operating Rules, Clearing Rules, Settlement Rules, ASX Listing Rules, the ITS Regulations and any other relevant laws, regulations and procedures as issued and/or amended from time to time. Please contact your Macquarie Adviser in the event you would like more information in relation to, or a copy of, the Rules;

“Securities” means securities including, without limitation “Securities” as defined by the New Zealand Securities Markets Act 1988, and the Corporations Act 2001 (Australia);

“Security Interest” has the meaning given to it under section 17 of the New Zealand Personal Property Securities Act 1999;

“Securities Registry” means a company, organisation or firm that is appointed by an Issuer to maintain its Securities registers and that is able to access the electronic system used to transfer title to enable that company, organisation or firm to register the transfer of Securities of that Issuer;

“Share Registry Notification Service” means the service available to those clients dealing in Securities on the ASX who are CHESS sponsored, pursuant to which dividends, distribution, income and interest will be directly credited to their Nominated Accounts (as defined in clause 3.3 of Part D);

“SRN” means your Shareholder Reference Number assigned to each parcel of Securities held as an Issuer Sponsored holding;

“Sub-Custodian” means Investment Custodial Services Limited;

“Terms and Conditions” means terms and conditions outlined in this application booklet;

“Trading Day” means a day determined by ASIC, ASX, NZX (as the case may be) to be a trading day and notified to market participants being a day other than:

- i. a Saturday, Sunday, New Year’s Day, Good Friday, Easter Monday, Christmas Day, Boxing Day; and
- ii any other day which ASIC, ASX or NZX declares and publishes is not a trading day

“Trading Participant” has the same meaning as given to that term in the ASX Market Rules;

“Website” means the Macquarie website at www.macquarieprivatewealth.co.nz;

“Withdrawal Instructions” means written instructions from you to MEL for the withdrawal of Securities from your CHESS Holding(s) and includes instructions:

- i. for the conversion of Securities in your CHESS Holding to any other mode of holding;
- ii. to initiate a change of sponsorship for the Securities;
- iii. to endorse or initiate an off market transfer of Securities; or
- iv. to accept a takeover offer for the Securities on your behalf;

“You” means the person or entity recorded as the Account holder of a Macquarie or a MEL trading account and/or any person carrying out any transactions on your behalf. For example, a person you have given third party access to;

“Your Adviser” has the same meaning as “Macquarie Adviser”.

“Your Agent” is a reference to any person you authorise in writing on the Application Form or otherwise to be your agent for the purposes of this agreement. Actions done by your agent are deemed to be done by you for the purposes of these Terms and Conditions.

2 Interpretation

2.1 In these Terms and Conditions unless the context indicates a contrary intention:

- (a) a reference to these Terms and Conditions or to any deed, agreement, document or instrument includes respectively these Terms and Conditions or that deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (b) a reference to any statute, rule or other law, or to any sections or provisions thereof includes any statutory modification or re-enactment or any statutory provision substituted therefore and all ordinances, by-laws, regulations and other statutory documents issued thereunder;
- (c) the singular includes the plural and vice versa;
- (d) the word “person” includes a firm, a body corporate, an unincorporated association and a statutory authority;

- (e) a reference to any party includes a reference to that party's executors, administrators, successors, substitutes and permitted assigns and any person taking by way of novation;
- (f) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of the word or phrase has a corresponding meaning;
- (h) headings are inserted for convenience only and do not affect the interpretation of these terms and conditions; and
- (i) a reference to a clause or a schedule is, unless the context otherwise indicates, a reference to a clause or a schedule in these terms and conditions.