

Confidential

Markets Announcements Office
ASX Limited, Sydney

7 March 2018

No of pages: 33

Dear Sir/Madam

Form 605 - Notice of ceasing to be a substantial holder

In accordance with section 671B of the Corporations Act 2001 (Cth), we hereby lodge a Form 605 (Notice of ceasing to be a substantial holder) with ASX Limited (Markets Announcements Office) in relation to Speedcast International Limited (ACN 600 699 241) for and on behalf of the substantial holders listed in section 1 of the attached form.

Yours faithfully



Stuart Byrne, Partner
+612 9353 4722
sbyrne@claytonutz.com

Enc

Form 605
Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme Speedcast International Limited

ACN/ARSN 600 699 241

1. Details of substantial holder (1)

Name TA XI, L.P. and its general partner TA Associates XI GP L.P.;
TA Atlantic and Pacific VI, L.P and its general partner TA Associates AP VI L.P.;
TA Investors III, L.P. and its general partner TA Associates, L.P.;
TA Subordinated Debt Fund III, L.P. and its general partner TA Associates SDF III GP L.P.; and
TA Associates, L.P., its general partner TA Associates US Holding Corp and the related bodies corporate of TA Associates L.P.
from time to time,
(collectively being the "Substantial Holders").

ACN/ARSN (if applicable) N/A

The holder ceased to be a substantial holder on 06 / 03 / 2018
The previous notice was given to the company on 10 / 04 / 2017
The previous notice was dated 10 / 04 / 2017

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
06 / 03 / 2018	Each Substantial Holder (with shares registered in the name of custodian Merrill Lynch (Australia) Nominees Pty Ltd)	Disposal of all relevant interests in shares (as further described in Form 604 dated 10 April 2017 lodged by the Substantial Holders) by way of sale pursuant to a Block Trade Agreement dated 1 March 2018, a copy of which is attached as Annexure A	A\$5.45 per share	31,244,922 ordinary shares	31,244,922

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

4. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Each Substantial Holder	c/o TA Associates, L.P., John Hancock Tower, 56th Floor, 200 Clarendon Street, Boston, MA 02116, United States

Signature

print name

Michael Berk

capacity Director

sign here

Michael Berk

date 7 / 3 / 2018

ANNEXURE A

This is annexure "A" of 31 pages (including this page) referred to in form 605 - Notice of ceasing to be a substantial holder

Signed: Michael Besk

Print name: Michael Besk

Capacity: Director

Date: 7 / 3 / 2018

Macquarie Securities (Australia) Limited
ABN 58 002 832 126
A Member of the Macquarie Group of Companies
Participant of ASX Group

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Affiliated offices in Melbourne, Perth, Auckland, Hong Kong, Singapore, Bangkok, Jakarta, Kuala Lumpur, Manila, Seoul, Taipei, Tokyo, Shanghai, Mumbai, London, Frankfurt, Munich, Geneva, New York, San Francisco, Boston, Denver, Toronto, Montreal, Vancouver, Calgary, Cape Town and Johannesburg.

1 March 2018

TA Associates Management, LP (on behalf of the entities as listed in Appendix 1)
200 Clarendon Street,
56th Floor,
BOSTON MA 02116
By Email: gwallace@ta.com



Dear Sirs,

SPEEDCAST INTERNATIONAL LIMITED – SELL DOWN LETTER

Macquarie Securities (Australia) Limited in conjunction with its affiliates (“**MSAL**”) is pleased to make this firm commitment to dispose of or sell the Sale Securities (as defined below) in Speedcast International Limited (“**Issuer**”) at a fixed price of \$5.45, yielding total proceeds of A\$170,284,825 to be conducted on 2 March 2018 for TA Associates Management, LP (on behalf of affiliated entities as listed in Appendix 1) (“**Seller**”) (“**Sell Down**”) subject to law and on the terms and conditions of this letter.

When executed by you, this letter, together with MSAL’s Terms and Conditions of Business (Appendix 2), the separate Selldown Fee letter and your completed account opening and client documentation, will constitute the entire agreement between the parties to execute the Sell Down on the terms and conditions of the documentation and on the following terms (“**Agreement**”).

Seller has received and accepted MSAL’s Terms and Conditions of Business in respect of the Sell Down (Appendix 2). To the extent of any inconsistency between the terms of this letter and MSAL’s Terms and Conditions of Business, this letter prevails.

MSAL notes that this transaction has been chaperoned by its US affiliated broker dealer Macquarie Capital (USA) Inc. of whom the Seller is a client of.

Sale Securities:	–	31,244,922 securities in Issuer (Code: SDA.ASX)
Price	–	\$5.45 per security
Gross proceeds from Sell Down	–	The Sales Securities multiplied by the Price
Fees:	–	The fees payable to MSAL will be agreed between MSAL and Seller – Fees will be exclusive of GST
Timing	–	Order under this Agreement to be executed on the ASX on 1 March 2018 (“ Launch ”)
Trade date	–	2 March 2018 (“ T ”)
Settlement Date	–	T + 2 business days – By 3.00pm on the Settlement Date, MSAL will pay, or procure the payment to the Seller, of an amount equal to the Price multiplied by the number of Sale Securities by transfer to the Seller’s account (or as directed) for value (in cleared funds) against valid delivery of the Sale Securities in accordance with the ASX Settlement Operating Rules.

Neither Macquarie Capital (Australia) Limited nor Macquarie Securities (Australia) Limited is an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Commonwealth of Australia), and their obligations do not represent deposits or other liabilities of Macquarie Bank Limited ABN 46 008 583 542. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of Macquarie Securities (Australia) Limited or of Macquarie Capital (Australia) Limited.

Seller confirms that:

- The Sale Securities are freely tradeable and quoted on the financial product market operated by ASX;
- The Seller is not a “controller” (as defined in section 50AA of the *Corporations Act 2001* (Cth) (“**Corporations Act**”)) of the Issuer. Furthermore, Seller agrees to communicate to MSAL if it becomes a controller ahead of Launch
- The Sale Securities may be offered for sale under the Sell Down without disclosure under the Corporations Act;
- Following the sale by Seller, the Sale Securities will rank equally in all respects with all other outstanding ordinary shares of the Issuer, including as to their entitlement to dividends;
- Seller will not, prior to the Settlement Date, commit, be involved in or acquiesce in any activity which breaches its constitutional documents, the constitutional documents of the Issuer or relevant law, in each case to the extent such breach impacts or could reasonably be expected to adversely impact on the sale of the Sale Securities or this Agreement;
- Seller is not in possession of any price sensitive or inside information or any information that is not generally available to the market, that a reasonable person would expect, if it were generally available to the market, to have a material effect on the price of the ordinary shares of the Issuer (other than knowledge that it proposes to enter into one or more transactions or agreements in relation to the Sale Securities pursuant to this Agreement) and Seller authorises MSAL to disclose this to institutional investors. Furthermore Seller agrees to communicate to Macquarie if it becomes in possession of any price sensitive or inside information or any information that is not generally available to the market, that a reasonable person would expect, if it were generally available to the market, to have a material effect on the price of the ordinary shares of the Issuer (other than knowledge that it proposes to enter into one or more transactions or agreements in relation to the Sale Securities pursuant to this Agreement) ahead of Launch;
- MSAL shall be entitled to procure and allocate to such persons (including itself and its affiliates) as purchasers of the Sale Securities as it shall, in its absolute discretion, determine (following consultation with the Seller) and Seller shall take all reasonable steps necessary to facilitate the disposal of the Sale Securities by MSAL and shall, for that purpose, take all reasonable actions requested by MSAL within a reasonable period of such request. Notwithstanding any other provision of this Agreement, no allocation of Sale Securities may be made to a single purchaser (and any of its associates) that will result in that purchaser (together with any of its associates) being allocated under this Agreement more than 5% of the issued share capital of the Issuer without the prior consent of the Seller, provided further that, nothing in this sentence will limit MSAL's right to allocate in its discretion in order to manage its sale and guarantee exposure;
- Seller is providing specific instructions to MSAL to dispose of the Sale Securities in the ordinary course of MSAL's financial services business;
- TA Associates Management, LP confirms that it has full authority to provide instructions to MSAL to dispose of the Sale Securities on behalf of the entities listed in Appendix 1;
- Seller has received and accepted MSAL's Terms and Conditions of Business in respect of the Sell Down (Appendix 2). To the extent of any inconsistency between the terms of this letter and MSAL's Terms and Conditions of Business, this letter prevails. Specifically, clauses 5.3(b)(i) (Settlement obligations) and 8.2 (Expenses including tax), 12 (Termination), 13 (Terms contractually binding), 14.8 (Macquarie may assign) of MSAL's Terms and Conditions of Business are excluded.
- The parties agree that on and from the date of this agreement, the Seller will not withdraw the sale, cancel or suspend its obligations under the Agreement or terminate the Agreement.

Manner of sale of Securities

1. Sale of Securities

- (a) MSAL will act as agent to procure that the sale of the Sale Securities by way of one or more special crossings executed before 9.45am on the Trade Date at the Price in accordance with the Operating Rules of the ASX and the ASX Settlement Operating Rules, with settlement on the Settlement Date, on and subject to the terms of this letter, and will guarantee the sale of the Sale Securities by purchasing at the Sale Price per Sale Security those of the Sale Securities which have not, as at 7.00pm on the date of this Agreement (or such other time as the parties agree in writing), been purchased by third party purchasers (or the Lead Manager's related bodies corporate or Affiliates).
- (b) The Seller agrees that MSAL may (as agent) itself acquire or procure the sale of a parcel of Sale Securities to one or more of MSAL's associates. In that instance, in respect of the relevant parcel of shares, the parties acknowledge that the relevant purchaser(s) will be acting solely as purchaser of that parcel of shares, and where the purchaser is a person other than MSAL, that purchaser will not otherwise be authorised to act together with MSAL or any other parties in respect of the sale in any other capacity.

2. Jurisdictions and US offer. MSAL will conduct the Sell Down by way of an offer by the Seller only:

- if in Australia, to persons who do not need disclosure under Part 6D.2 of the Corporations Act; and
- if outside Australia:
 - i. to persons in Permitted Jurisdictions whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Seller, in its sole and absolute discretion, is willing to comply), as determined by agreement by the Seller and MSAL; and
 - ii. to persons located in the United States who are either (A) qualified institutional buyers ("**QIBs**") as defined in Rule 144A under the U.S. Securities Act of 1933, as amended ("**Securities Act**") in transactions exempt from the registration requirements of the Securities Act pursuant to Rule 144A thereunder, or (B) that are dealers or other professional fiduciaries organised, incorporated or (if an individual) resident in the United States that are acting for an account (other than an estate or trust) held for the benefit or account of persons that are not "U.S. persons" (as defined in Rule 902(k) of Regulation S) for which they have, and are exercising, investment discretion, within the meaning of Rule 902(k)(2)(i) of Regulation S ("**Eligible US Fund Managers**") pursuant to Regulation S of the Securities Act.

Permitted Jurisdictions means New Zealand, Belgium, Canada (BC, Ontario, Quebec), Denmark, France, Germany, Hong Kong, Ireland, Italy, Luxembourg, Malaysia, Netherlands, Norway, Singapore, Sweden, Switzerland, United Arab Emirates (excluding Dubai International Financial Centre), United Kingdom and the United States

MSAL acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons (as defined in that Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act (as set out above).

3. Investor agreements. MSAL will ensure that investors that purchase Sale Securities, confirm, including through deemed representations and warranties:

- their status as an investor meeting the requirements of this clause 2 above;

- that they are able to make the relevant purchase in compliance with all relevant laws and regulations (including the takeover and insider trading provisions of the Corporations Act and the Foreign Acquisitions and Takeovers Act 1975 (Cth) and related policy); and
 - that formation of the contract for sale will occur in the place where the Seller receives confirmation that allocations have been made by MSAL (which MSAL shall promptly confirm to the Seller in the manner referred to in clause 8.2).
4. **Conduct and methodology:** The Sell Down will be conducted by MSAL, in consultation with the Seller and its advisers, as follows:
- the Seller and its advisers are to be given reasonable access to feedback from prospective and targeted participants; and
 - MSAL must inform the Seller and its advisers about the progress of the Sell Down, including information as to MSAL's current views on the demand and allocation, upon reasonable request by the Seller and its advisers.
5. **Legal Fees:** The parties will each bear their own legal costs (if any) and all their other out-of-pocket expenses (if any) in connection with this Agreement and the transactions contemplated by it.
6. **Announcements:** Prior to announcement of the Sell Down, the Seller and MSAL will consult each other in respect of any material public releases by any of them concerning the Sell Down of the Sale Securities except:
- where disclosure is required or requested by applicable law, a legal or regulatory authority or the ASX Listing Rules;
 - disclosure is made to an adviser or to a person who must know for the purposes of this Agreement, on the basis that the adviser or person keeps the information confidential; and
 - to a person to the extent reasonably necessary in connection with any actual or potential claim or judicial or administrative process involving that party in relation to the Sell Down.

The prior written consent of the Seller, its representatives or advisers (including by email) must be obtained prior to MSAL making any release or announcement or engaging in publicity in relation to the Sell Down of the Sale Securities and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction.

Clause 6 does not apply to MSAL's communication of the Sell Down to potential purchasers.

7. **Post Completion Announcements:** MSAL may, after completion of its other obligations under this Agreement, place advertisements in financial and other newspapers and journals at its own expense describing their service to the Seller provided such advertisements are in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction and are consistent with other publicly available information in relation to the subject matter of the announcement.
8. **Offer and Acceptance**
- 8.1 Offer
- By the Seller executing this Agreement and providing a copy of the Agreement, for execution, to MSAL, the Seller offers to enter into this Agreement in accordance with the terms and conditions set out in this Agreement.
- 8.2 Acceptance of Offer
- (a) By MSAL executing this Agreement or a counterpart of this Agreement and complying with clause 8.2(b) MSAL accepts the offer set out in clause 8.1.
 - (b) This offer can only be accepted by MSAL:

- (i) sending to the Seller at the email address of the Seller described on the cover page of this letter, a scanned image of MSAL's completed signature block as an attachment to an email which states that provision of that attachment constitutes acceptance of the terms of this Agreement; and
- (ii) immediately forwarding a copy of that email (including its attachment) to the Seller's solicitors, Clayton Utz c/o sbyrne@claytonutz.com.

8.3 Formation

- (a) The parties agree that this Agreement is formed when and in the place where the Seller receives communication of MSAL's acceptance of the offer in accordance with clause 8.2(b)(i).
- (b) This Agreement binds MSAL and the Seller immediately upon the Seller receiving MSAL's acceptance of the Seller's offer in accordance with clause 8.2(b).

9. **Withholding Tax**

9.1 Obligation to withhold

If MSAL is compelled by any applicable law to deduct any withholding, including pursuant to a Withholding Notice, MSAL will:

- (a) withhold such amounts or make such payments as are required by applicable law;
- (b) provide the relevant Seller with written advice of the requirement, amount and timing of such withholding or payment;
- (c) within forty eight (48) hours of receipt, provide the relevant Seller with any copies of any available instructions or directions from any governmental authority under which sums are withheld and of any available receipts for amounts withheld or other evidence of sums withheld reasonably required by the relevant Seller; and
 - (i) the relevant Seller will have no claim against and hereby release MSAL from and in respect of any sum of money lawfully withheld pursuant to this clause; and
 - (ii) the parties will provide such information and documentation as each party may reasonably require for the purposes of the clause.

9.2 Refunds

Notwithstanding anything to the contrary in this clause, MSAL shall pay to the relevant Seller within 10 Business Days of receipt, any withholding amounts released or refunded that were previously withheld or paid, including pursuant to a Withholding Notice, under this agreement.

9.3 CGT Withholding

For the purposes of subsection 14-225(2) of Schedule 1 the Taxation Administration Act 1953, by entering into this Agreement:

- (a) the Seller declares that, for the period beginning from the date of this agreement until the Settlement Date, that the Sale Securities are membership interests but not indirect Australian real property interests.
- (b) the Seller acknowledges that, subject to the terms of this agreement, MSAL is acting as lead manager and underwriter (and not ultimate purchaser) of the Sale Securities.

MSAL acknowledges and agrees that:

- (c) this clause 9.3 constitutes a declaration for the purposes of sections 14-210(3) and 14-225(2) of Schedule 1 to the Taxation Administration Act 1953, given by the Seller to MSAL;
- (d) MSAL does not know that declaration to be false; and

- (e) subject to law, MSAL will not:
 - (i) withhold any amount in relation to a CGT Withholding Amount from any payments to be made to a Seller; or
 - (ii) pay a CGT Withholding Amount to the Commissioner, in connection with this agreement.

9.4 Defined Terms

- (a) **Withholding Notice** means a notice pursuant to section 255 of the Income Tax Assessment Act 1936 (Cth) or section 260-5 of the Taxation Administration Act 1953 (Cth).
- (b) **CGT Withholding Amount** means amounts, if any, determined under section 14-200(3) of Schedule 1 to the Taxation Administration Act 1953 which may be payable to the Commissioner (as defined under the Taxation Administration Act 1953) under section 14-200(1) of Schedule 1 to the Taxation Administration Act 1953.


10. US Representations and Warranties

As at the date of this Agreement and on each day until and including the Settlement Date (or in the case where clause 1(b) applies in respect of MSAL, 3 Business Days after the End Date), each party gives the representations and warranties attributed to them in Appendix 3.

Yours sincerely

Signed for

Macquarie Securities (Australia) Limited



.....
Signature of authorised representative

Dan Ritchie

Executive Director

.....
Name of authorised representative
(block letters)



.....
Signature of authorised representative

Paul Staines

.....
Name of authorised representative (block
letters)

ACCEPTED AND AGREED TO AS AT THE DATE OF THIS AGREEMENT

on behalf of TA XI, L.P., TA Atlantic and Pacific VI, L.P, TA Investors III, L.P. and TA Subordinated Debt Fund III, L.P by TA Associates Management, L.P.

TA Associates Management, L.P.



By: Michael Berk

Title: Managing Director

Additional Information

Documentation to be provided after formation of this Agreement but before date of settlement:

- i. Notification of where stock is held, e.g. Custodian, held on an SRN (copy of the Issuer Sponsored Statement if on an SRN) or details of the Sponsoring Broker
- ii. Email address' of the persons who should receive copies of the contract note once traded
- iii. Payment instructions (Bank Account Details) including Correspondent Bank, BSB, Account Name and Account Number, if not settling DVP with Custodian

APPENDIX 1 - TA Associates US Shareholders

Seller	Address	Sale Securities
TA XI, L.P.	200 Clarendon Street, 56th Floor, BOSTON MA 02116	19,253,480
TA Atlantic and Pacific VI, L.P	200 Clarendon Street, 56th Floor, BOSTON MA 02116	8,423,397
TA Investors III, L.P.	200 Clarendon Street, 56th Floor, BOSTON MA 02116	612,648
TA Subordinated Debt Fund III, L.P	200 Clarendon Street, 56th Floor, BOSTON MA 02116	2,955,397

APPENDIX 2 - MSAL standard T&Cs



Terms and Conditions of Business

Macquarie Securities
(Australia) Limited
ABN 58 002 832 126
and Macquarie Securities
(NZ) Limited



Macquarie Securities (Australia) Limited

Level 3, 50 Martin Place Sydney, New South Wales Australia
Telephone (612) 8232 3333

Macquarie Bank Limited (General clearing participant - Australia)

Level 6, 50 Martin Place Sydney, New South Wales Australia
Telephone (612) 8232 3333

Macquarie Securities (NZ) Limited

Level 17, Lumley Centre
88 Shortland Street, Auckland, New Zealand Telephone (649) 357 6931

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CGM – Australia & NZ – Terms & Conditions of Business – October 2017

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Macquarie Securities (Australia) Limited Macquarie Securities (NZ) Limited Terms and Conditions of Business

Between:(the "Client")

and: Macquarie Securities (Australia) Limited.....

and Macquarie Securities (NZ) Limited ("MSNZ")..... (together "Macquarie")

These Terms and Conditions of Business ("Terms") are the standard terms and conditions of business on which Macquarie transact business in Securities and Financial Products for their clients in an Applicable Jurisdiction. Subject to clause 14.2, these Terms replace all previous agreements and correspondence between the Client and Macquarie in relation to the subject matter of these Terms.

As mentioned in clause 13, it is not necessary for the Client to sign these Terms in order to accept and be bound by them. Once the Client has been given a copy of these Terms and gives Macquarie an Order, these Terms will apply immediately without any further action.

1. Authority

1.1 Client Transactions

The Client authorises Macquarie as its broker and agent to:

- (a) enter into Transactions in relation to Securities and Financial Products in accordance with the Client's instructions; and
- (b) to do all things:
 - (i) necessary or incidental to the execution and settlement of those Transactions;
 - (ii) that are required to be done under Applicable Law in connection with those Transactions; and
 - (iii) that would customarily be done or be permitted to be done under the rules, customs and usages applicable to the Exchange on which those Transactions are entered into.

1.2 Client's authority

If the Client is dealing as agent for another person, it represents that it is duly authorised to enter into those dealings on behalf of that person and Clause 7.3 applies.

1.3 Client's responsibility

The Client is responsible for performance of its obligations under these Terms, whether it is dealing as principal or as agent for another person.

2. Orders

2.1 Form of orders

- (a) Macquarie may accept Orders or instructions from the Client given orally, in writing or by electronic message, including without limitation Orders entered automatically by or for the Client in accordance with clause 2.10.
- (b) Macquarie does not give any assurance or warranty that Orders or instructions sent by the Client to Macquarie by email, will be read by the intended recipient at Macquarie in a timely manner or at all. Order instructions sent by the Client to Macquarie by email are not taken to have been received or accepted by Macquarie unless and until the Client receives an email or other written acknowledgement from Macquarie.

2.2 Propriety of Orders

- (a) In placing an Order with, or giving an instruction to, Macquarie and in accepting these Terms, the Client represents to Macquarie that:
 - (i) if it is a corporation, it has been incorporated in accordance with the laws of its place of incorporation and is validly existing under those laws;
 - (ii) an Insolvency Event has not occurred in relation to the Client;
 - (iii) the Order and proposed Transaction is not in breach of any Applicable Law;

- (iv) it has power and authority to give the Order and to enter the Transaction contemplated by the Order;
- (v) it has the financial resources required to meet all obligations in connection with any Order or any Transaction (including any Orders submitted using Automatic Order Processing facility and related Transactions);
- (vi) it is aware of, and accepts, the risks of trading in Securities and Financial Products;
- (vii) unless otherwise agreed in writing between the parties to the contrary, it understands and accepts that Macquarie is not a fiduciary or adviser for it;
- (viii) it is not a "retail client" for the purposes of Applicable Law, and that it is a "Wholesale Client" for the purposes of the ASX Operating Rules, the rules of any other licensed market operator and the Corporations Act, and/or it is an Institutional Client for the purposes of the NZX Participant Rules and a "Wholesale client" for the purposes of the Financial Advisers Act;
- (ix) if the Client purports to act as trustee of a trust:
 1. it is the sole trustee of the trust, having been properly appointed;
 2. the trust is properly established under the relevant trust deed or other constituent documents of the trust and is validly subsisting;
 3. it is not in breach of trust, including the trust deed or other constituent documents of the trust;
 4. it has the right to be fully indemnified out of the trust assets for obligations incurred under these Terms and each Order and Transaction before the claims of beneficiaries and that this right of indemnity has not been limited in any way;
 5. no property of the trust has been resettled or set aside in any way; and
 6. these Terms and each Order and Transaction are for the benefit of the trust and the beneficiaries of the trust; and
- (x) if the Client is acting as agent for another party:
 1. the Client has full authority and capacity to give Macquarie Orders and instructions on the principal's behalf; and
 2. the Client has made reasonable enquiries to satisfy itself that the principal's funds or assets which are paid or transferred to Macquarie under these Terms are not "proceeds of crime" within the meaning of the Proceeds of Crime Act 1987 (Cth); and
- (xi) in respect of a Transaction involving a sale or disposal by the Client of Securities or Financial Products:
 1. other than in circumstances where the client is acting as agent for another party, the Client is the legal and beneficial owner of the Securities or Financial Products and in all circumstances the client will at settlement be able to deliver good marketable title to the Securities or Financial Products;
 2. neither the Client nor any of its Related Entities is a Controller or an Affiliate of the issuer of the relevant Securities or Financial Products;
 3. the Securities or Financial Products are not Restricted Securities;
 4. following the Transaction, the relevant Securities or Financial Products may be offered for sale on the relevant financial market without disclosure to investors under any Applicable Law;
 5. the Client will as soon as practicable and within any prescribed period give such notice to, or make such announcements or filings with, any relevant stock exchange or other authorities as shall be required to be given or made by it, under any applicable law or regulation in connection with any Transaction; and
 6. when placing an Order the Client is not in possession of any price sensitive or inside information in relation to the issuer of Securities and Transactions of Securities or Financial Products will not constitute a violation by the Client or any of its affiliates of Division 3 of Part 7.10 of the Corporations Act or Part 5 subpart 2 of the Financial Markets Conduct Act 2013.

2.3 Execution of orders

- (a) Subject to 2.3(c) below Macquarie may execute an Order itself, or refer the Order to another broker for execution. If the Client:
 - (i) has chosen, or consented to the use of, a particular broker for execution of Transactions, Macquarie has no responsibility for the acts or omissions of that broker.;
 - (ii) has not chosen to execute, or consented to the execution of, Orders by another broker, then Macquarie remains liable for the acts or omissions of that broker as if they were Macquarie's own acts or omissions.
- (b) For the purposes of clause 2.3(a), the Client will be taken to have chosen, consented to the use of, a particular broker upon receiving a confirmation or contract note

from the relevant broker and by not requesting that the relevant broker execute no further Orders on behalf of the Client.

(c) Where an Order would involve a Transaction in a jurisdiction other than Australia or New Zealand, Macquarie may:

- (i) refer the Order, thereby introducing the Client, to a Related Entity of Macquarie licensed to conduct Transactions in the relevant jurisdiction. Where this occurs:
 1. the Client will become a client of;
 2. will receive a confirmation, contract note and/or other statements from; and
 3. any rights of recourse the Client may have will be against, the relevant Macquarie Related Entity; or
- (ii) arrange for the Order to be executed by a Macquarie Related Entity licensed to conduct Transactions in the relevant jurisdiction, as agent for Macquarie. Where this occurs:
 1. the Client will not become a client of the relevant Macquarie Related Entity;
 2. the Client will receive a confirmation, contract note and/or other statements from Macquarie; and
 3. any rights of recourse that the Client may have will be against Macquarie.

The Client may instruct Macquarie to treat its Orders pursuant to either clause 2.3(c)(i) or (ii) above, and in the absence of any instruction, its Orders will be conducted pursuant to either clause 2.3(c)(i) or (ii) above at Macquarie's discretion.

2.4 Right to refuse to deal

Macquarie may refuse to accept or execute an Order, limit the volume of an Order or Transactions for the Client or refuse, subject to any separate agreement between Macquarie and the Client regarding give-ups, a request for an Order or Transaction to be given up to Macquarie by another broker. Macquarie is not liable to the Client for any loss caused by such refusal or limitation. Macquarie will inform the Client of the refusal or limitation at the time the Client seeks to place the Order or the request for give-up is made, or as soon as reasonably practicable after that time.

2.5 Cancellation of Transactions

Macquarie shall not be liable for any losses, damages, costs or expenses of any kind suffered or incurred by the Client:

- (a) as a result of anything lawfully done by Macquarie in accordance with or incidental to these Terms;
- (b) by reason of Macquarie complying with any Applicable Law or any direction, requirement or request of any relevant Exchange or any other regulatory or judicial authority whether or not that direction, requirement or request is enforceable at law; and
- (c) by reason of the relevant Exchange exercising any power it may have to cancel or amend Orders, Transactions or crossings. .

2.6 Applicable Law

- (a) These Terms, all Orders and Transactions, which apply to business transacted by Macquarie and its Related Entities in an Applicable Jurisdiction, are subject to and are to be construed in accordance with Applicable Law.
- (b) If any Applicable Law requires Macquarie or the Client to liquidate some or all open Transactions or to do any other act, matter or thing, Macquarie may do so at the Client's expense and without an Order or instruction from the Client and Macquarie is not liable to the Client for any resulting loss, cost, damage or expense.

2.7 Aggregation and Averaging

The Client consents to:

- (a) Macquarie aggregating for execution the Client's Orders with orders of other clients and orders from Macquarie or its Prescribed Persons trading as principal; and
- (b) Macquarie delaying the execution of Client Orders in order to facilitate a crossing or for any other reason where appropriate, unless the Client has provided Macquarie with specific instructions to the contrary.

The Client acknowledges that Transactions executed for the Client as part of an aggregated Order will be allocated to the Client at an average price in accordance with Macquarie's Best Execution policy, a copy of which is available on request. Macquarie may change that policy at any time without notice.

2.8 Short sales

At the time of placing an Order to sell Securities or Financial Products, the Client must:

- (a) comply with all applicable disclosure obligations pursuant to the Applicable Law including, but not limited to, those imposed by sections 1020AB and 1020B of the Corporations Act; and
- (b) if placing an Order to sell Securities on the National Stock Exchange, inform Macquarie if:

- (i) the Client does not have a presently exercisable and unconditional right to vest the Securities in a buyer (except where the buyer has a conditional agreement to acquire that right prior to the date required to settle the Transaction contemplated by the Order); or
- (ii) the Securities being sold have been borrowed and the seller has a presently exercisable and unconditional right to vest the Securities in the buyer.

If Macquarie is not so informed:

- (i) Macquarie may assume that the sale is not a short sale; and
- (ii) the Client is taken to represent and warrant to Macquarie when placing the Order that the sale is not a short sale.

2.9 Australian Short Selling Notification Obligations¹

Under Australian short selling requirements, at the time of placing a sale order with Macquarie, you are obliged to inform us and we are obliged to know, whether the order is:

- (i) a Long Sale (a sale of securities you already own); or
- (ii) a Short Sale; whether it is a Covered Short Sale (a short sale where you have a presently exercisable and unconditional right to vest securities in the buyer) or a Short Sale pursuant to ASIC [Class Order 09/774].

You may satisfy this obligation as follows:

- (i) over the phone by informing Macquarie that your sale order is Long Sale or a Covered Short Sale;
- (ii) via IRESS Automated Disclosure;
- (iii) via FIX Automated Disclosure; or
- (iv) by emailing a spreadsheet to the traders and to bookings@macquarie.com.au at the time of placing your sell order(s).

If you have any questions regarding IRESS Automated Disclosure or FIX Automated Disclosure, your IT team should contact Macquarie.

Your use of either IRESS or FIX Automated Disclosure will be taken as an acknowledgment that:

- (i) You are aware of the obligations under the Corporations Act, to inform Macquarie whether or not the sale is a short sale at the time the request is made;

- (ii) You understand how to use the mandatory fields provided in IRESS trading systems, or the specific values in FIX protocol compliance systems, in order to fulfil this obligation; and

You agree to meet this obligation by using the mandatory fields in the IRESS trading system, or the specific values in FIX protocol compliant systems.

2.10 Automated order processing

(a) Macquarie may, but is not obliged to, offer to the Client a facility for Automated Order Processing. The facility may be used by the Client in connection with the Client's Orders. The Client undertakes that it will comply with Applicable Law in using Automated Order Processing facility.

(b) If Macquarie provides an Automated Order Processing facility to the Client, Macquarie may impose conditions or restrictions, or cease to offer the facility, on notice to the Client;

(c) If Macquarie provides an Automated Order Processing facility to the Client, the Client will be taken to represent that each person who has access to the Automated Order Processing system for the Client:

- (i) has authority to submit orders on behalf of the Client; and
- (ii) has demonstrated knowledge of Macquarie's order entry system and the rules of the relevant Exchange, and each such representation shall be deemed to be repeated on each day on which the Client has access to the Automated Order Processing system.

2.11 Crossings

The Client acknowledges that Orders placed with Macquarie (whether by way of an Automated Order Processing system or by any other means) may, from time to time, match with:

- (a) Orders entered by Macquarie for other clients, resulting in a crossing and entitling Macquarie to commission on both sides of the transaction; and/or
- (b) Orders placed by Macquarie as Principal. The Client authorises Macquarie to deal with the Client as Principal and agrees to brokerage or commission being charged in respect of such Transactions.

3. Confirmations and notices

3.1 Confirmations and statements

(a) The Client authorises Macquarie to:

¹ See Part 7.9, Division 5B Corporations Act (Cth) 2001.

- (i) send contract notes, confirmations and other statements to the Client in electronic form;
- (ii) send a single contract note or confirmation for a series of Transactions;
- (iii) show an average price for a series of Transactions; and
- (iv) issue a replacement contract note, confirmation or statement to correct an error or omission, or if required by Applicable Law.

(b) The Client acknowledges that:

- (i) Market Transactions effected for the client are subject to:
 1. the directions, decisions, requirements and rules of a licensed market operator, the ASIC Market Integrity Rules (ASX) 2010, ASIC Market Integrity Rules (Chi-X) 2011, the ASX Market Operating Rules, the ASX Clearing Rules and where relevant the ASX Settlement Rules, NZX Participant Rules, NZX Clearing and Settlement and Depository Rules, Financial Markets Authority and Financial Markets Conduct Act 2013;
 2. the customs and usages of the relevant Market; and
 3. the correction of errors or omissions; and
- (ii) Macquarie does not give any assurance or warranty as to the security, confidentiality or absence of viruses or other harmful material in electronic communications.

3.2 Client must object promptly

The Client is taken to have agreed that the content of a contract note, confirmation, other communication or statement is correct unless the Client communicates an objection to Macquarie before the opening of trading on the next trading day for the relevant market following the day of receipt by the Client of the contract note, confirmation, other communication or statement.

3.3 Crossing Notification

Pursuant to ASIC's Market Integrity Rule 3.4.3, Macquarie is required to notify the Client when an order is executed on behalf of the Client by way of crossing ('Crossing Notification').

- (a) The Client is taken to have agreed not to receive the Crossing Notification and acknowledge that by agreeing to this clause, the Crossing Notification will not be sent; and

- (b) The Client acknowledges they have the right at any time to receive the Crossing Notification by providing Macquarie the appropriate instructions including the delivery method.

3.4 Time of receipt of communications from Macquarie

A contract note, confirmation, statement or other communication from Macquarie to the Client will be deemed to be validly given, whether or not it is actually received by the Client when:

- (a) if posted to the address last advised to Macquarie:
 - (i) on the next Business Day, if the address is in Australia (for trades executed by Macquarie Securities (Australia) Limited) or New Zealand (for trades executed by MSNZ); and
 - (ii) five Business Days later, if it is outside the country in which the trade was executed; or
- (b) if electronically transmitted or faxed to the electronic address or facsimile number (as the case may be) last advised to Macquarie, at the time of sending.

3.5 Change of Client details

The Client must give Macquarie at least 3 Business Days' prior notice in writing of a change of postal address, facsimile number or electronic address. Any contract note, confirmation, notice or other communication sent by Macquarie in accordance with clause 3.3 to an old address in the meantime will be deemed to have been validly given.

3.6 Communications from the Client

- (a) A communication from the Client to Macquarie, including an Order, will only be effective on actual receipt by Macquarie.
- (b) Macquarie may rely on, and treat as valid, any Order, instruction, notice or communication Macquarie reasonably believes to be given by, or on behalf of, the Client, and the Client is bound by that Order, instruction, notice or communication.

4. Client Property

4.1 Custodian

- (a) The Client may appoint a custodian to hold Property in connection with Transactions under these Terms. If it does so, the Client must direct the custodian to accept and act upon any instruction from Macquarie to deal

with the Client's Property which is authorised by these Terms, subject to the custodian's fiduciary duties and Applicable Law.

- (b) Macquarie is not responsible for selecting the custodian, or for any act or omission of a custodian appointed by the Client.
- (c) The Client must ensure the custodian complies with the lawful directions to pay or transfer Property in performance of the Client's obligations under these Terms and the Client is responsible for any losses resulting from a failure to do so.

4.2 Dealing with Client's Property

Macquarie or its Related Entities may deal with the Client's Property, or may give instructions to the custodian to do so, in the circumstances set out in clauses 1.1(b), 4.3, 4.4 and 4.5. Subject to Applicable Law, Macquarie may commingle the Client's Property with property held for other clients, but must record the Client's separate entitlement in its books.

4.3 Collateral

(a) If Macquarie:

- (i) accepts Orders from the Client for Transactions in futures contracts, options, warrants or other derivative instruments; or
- (ii) allows dealing on a margined basis or extends credit to the Client, Macquarie may require the Client to agree to additional terms for those services, and to provide on demand and maintain with Macquarie such collateral as Macquarie requires from time to time.

(b) Macquarie:

- (i) may deal with the collateral as it sees fit; and
- (ii) is not required to return to the Client the original collateral deposited with it, but must return property having an equivalent value, less any amounts due from the Client under these Terms.

(c) Unless otherwise expressly agreed in writing to the contrary by the parties, the Client agrees that:

- (i) all right, title and interest in and to the collateral which it transfers to Macquarie under these terms or in connection with any Order or Transaction will vest in Macquarie free and clear of any liens, claims, charges or encumbrances or any other interests of the Client or of any third person; and

- (ii) each transfer of collateral will be made so as to constitute or result in a valid and legally effective transfer of the transferring party's legal and beneficial title in that collateral; to the recipient.

(d) Unless otherwise agreed expressly in writing, the parties agree that they do not intend to create in favour of either party any mortgage, charge, pledge, lien, encumbrance or other security interest in any collateral transferred by the Client to Macquarie under these Terms.

4.4 Macquarie's lien and right of set-off

Macquarie has a right of lien over all of the Client's Property held by Macquarie or its Related Entities for any amount due to it from the Client. If the Client does not fulfil its obligations under these Terms, Macquarie may combine or consolidate any of the Client's accounts with Macquarie, convert to Cash any of the Client's Property and apply the proceeds or any Property over which it has possession or control in or towards payment of the Client's liabilities owed to Macquarie. These rights are in addition to any rights Macquarie may have at law or in equity.

4.5 Cash account

If the Client has either a Macquarie Cash account or the Macquarie Flexible Cash Trust (each a "**Cash Account**"), Macquarie may transfer Cash not immediately required for Orders or Transactions to either Cash Account without receiving instructions from the Client to do so. If the Client authorises Macquarie to make withdrawals from either Cash Account, Macquarie must only make such withdrawals for the purpose of funding the Client's Orders or Transactions (and in or towards payment of the Client's other obligations) under these Terms.

5. Clearing and settlement

5.1 Risk of investing

All Orders and Transactions under these Terms are for the Client's account and risk, and the Client must hold Macquarie harmless from any losses in connection with Orders given to Macquarie. The Client understands the risks associated with giving Orders and entering into Transactions, accepts those risks, and agrees to be bound by these Terms.

5.2 Third Party Clearing & Settlement

The Client acknowledges that Macquarie has appointed;

Macquarie Bank Limited (“MBL”) of 1 Martin Place, Sydney, NSW, Australia (Ph: 612 8232 3333) as its General Clearing Participant to clear and settle all Transactions in Australia undertaken on behalf of the Client.

By placing Orders with Macquarie, the Client agrees to be deemed to have entered into an agreement with MBL to clear and settle its Transactions in Australia on the terms that are relevant to the settling and clearing of Orders and Transactions in Australia, and MBL will be entitled to exercise rights and powers of “Macquarie” in relation to settling and clearing those Orders and Transactions. The Client agrees to Macquarie entering into the agreement on behalf of MBL. Any obligations owed by the Client to Macquarie or by Macquarie in the context of settling and clearing Orders and Transactions in Australia under these Terms will be construed as an obligation owed to or by MBL, and MBL may pursue the Client directly in the event that the Client fails to fulfil any of its settlement obligations or fails to pay any amount due under these Terms.

MBL will carry the clearing and settlement obligations of the Transactions in Australia and will act as principal with the clearing facility or relevant counterparty in respect of the Transactions.

MBL and the Client agree and acknowledge that all money deposited with MBL by the Client, or received by MBL for or on behalf of the Client, in connection with a Transaction or Order, will be paid into a MBL client money trust account and will be dealt with in accordance with the Corporations Act and Applicable Law.

5.3 Settlement obligations

(a) The Client agrees to:

- (i) in relation to any Property sold, or to be sold, in connection with a Transaction or Order, have such Property:
 1. available for transfer to the purchaser clear of any encumbrances; and
 2. in deliverable form, on the settlement date for such Order or Transaction; and;
- (ii) pay the full amount, as principal, due in respect of any Order or a Transaction on the due date in cleared and unencumbered funds in the currency in which the Transaction is denominated (unless otherwise agreed by Macquarie), including any purchase price, premiums, deposits, initial margin, variation margin, mark-to-market payments or other amounts payable to an Exchange, clearing house or broker, fees, commission, brokerage, interest, expenses, tax (including GST) and all other amounts

owing by the Client to Macquarie in respect of that Order or Transaction.

(b) The Client acknowledges and agrees generally that:

- (i) Macquarie is not obliged to settle any Order or Transaction unless it has received all necessary documents, Property and/or funds required in relation to that Order or Transaction;
- (ii) The Client’s obligations referred to in clause 5.3(a) are not reduced by any right of equity, set-off or counterclaim the Client may have against any person;
- (iii) legal and/or equitable interest in Property acquired pursuant to an Order or a Transaction will only pass to the Client on payment of the full amount due and Macquarie is under no obligation to deliver any such Property unless and until it receives this amount in accordance with these Terms;

(c) The Client acknowledges and agrees specifically with respect to Transactions conducted on the NZX that:

- (i) MSNZ is a NZX Firm and a Clearing and Depository Participant and will clear and settle trades in accordance with the Clearing and Settlement rules and the Depository Rules (“**the Rules**”). Each client trade will be novated and MSNZ will become the principal in the resulting settlement transaction in accordance with the Rules and take on all the Clearing and Settlement terms for that Settlement Transaction. You agree to this novation pursuant to and on the terms and conditions provided for under the Rules to the full extent of the law;
- (ii) your rights and obligations in relation to the clearing and settlement of a Relevant Settlement Transaction (as defined in the NZX Participant Rules) will be limited to any rights against, and any obligations to, MSNZ and you will not have any rights against, or obligations to New Zealand Clearing Limited in relation to the clearing and settlement of the Relevant Settlement Transaction;
- (iii) the liability of New Zealand Clearing Limited, New Zealand Depository Nominee Limited, , New Zealand Clearing and Depository Corporation Limited and NZX to any Person (including you) is limited or excluded by, and subject to, the provisions of the Rules;
- (iv) MSNZ has at all times, full and exclusive rights, power and authority to bind you under the Rules and to authorise the application of your assets for the purpose of clearing and settlement; and
- (v) you may not assert against New Zealand Depository Limited or the Depository Nominee or any person acting on behalf of New Zealand Depository Limited 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 (as defined by the Rules).

5.4 Payments by Macquarie

Any amounts due from Macquarie to the Client on settlement of an Order or a Transaction will be, subject to Applicable Law:

- (a) paid or invested in accordance with the Client's instructions; or
- (b) held on trust for the Client by Macquarie, or a custodian appointed by the Client, pending receipt by Macquarie of instructions from the Client.

5.5 Failure to Settle

- (a) Without limiting the Client's obligations under clause 7.1, if the Client has not met its settlement obligations pursuant to clause 5.3, Macquarie or its General Clearing Participant, as the case may be, may, at the cost of the Client, and in its absolute discretion, take whatever action it considers reasonable in the circumstances in order to meet its settlement obligations in respect of the Order(s) and/or Transaction(s), including, without limitation, buying-in, borrowing securities or funds, cancelling or closing out the Orders and/or Transactions or any other action that Macquarie or the General Clearing Participant is required to, or a reasonably prudent Australian or New Zealand (as the case may be) financial services licensee might, take in the circumstances.
- (b) Where the Client or Macquarie has failed to meet their settlement obligations with respect to an NZX transaction then the parties shall have the rights and obligations recognised as Good Broking Practice regarding cancelling the transaction and mitigating loss.

6. Macquarie's obligations and liability

6.1 Execution of orders

Subject to clause 2.6; if Macquarie accepts an Order, it must, if practicable, give effect to the Order within a reasonable time. In determining what is a reasonable time, the following factors are relevant:

- (a) any discretion given by the Client to Macquarie as to the time, price or quantity for the Order;
- (b) prevailing market conditions; and
- (c) usual market practice for execution of that type of Order.

6.2 Corporate governance

If Macquarie or a Related Entity holds any Securities or Property for the Client, it must promptly pass on to the Client notices and other information it receives from the issuer of those Securities, but is not responsible, unless otherwise agreed, for taking up any rights, exercising any conversion or subscription rights, dealing with takeover offers or rights issues, or exercising voting rights in respect of any such Securities or Property.

6.3 Limitation of liability

- (a) Macquarie is not liable to the Client for any loss, cost, damage or expense ("Loss") incurred by the Client in connection with the subject matter of these Terms except if the Loss is caused directly by the fraud, gross negligence or wilful misconduct by Macquarie. In particular, but without limitation, Macquarie is not liable for:
 - (i) delays or errors in execution or other losses resulting from circumstances outside Macquarie's control, such as failure of third party systems, any action by any Exchange or a regulatory or judicial authority under Applicable Law, or negligence, fraud, default or Insolvency Event of any third party broker, custodian, Exchange or clearing house; or
 - (ii) loss of prospective profits, or special, indirect or consequential damages suffered by the Client.
- (b) Notwithstanding clause 6.3(a) above, Macquarie Securities (Australia) Limited is liable to the Client for any acts or omissions of its subsidiary nominee companies in relation to the provision of the financial services mentioned in paragraph 7.6.01(1)(v) of the Corporations Regulations, as if they were acts or omissions of a representative of Macquarie Securities (Australia) Limited under section 917E of the Corporations Act.

7. Client's obligations, representations and liability

7.1 Pre-settlement obligations

In addition to meeting its clearing and settlement obligations set out in clause 5, the Client must provide to Macquarie on demand in cleared funds or, if Macquarie agrees, by provisions of collateral under clause 4.3, any amounts due on account of margin calls, calls on partly paid Securities or Financial Products or other pre-settlement obligations in connection with Orders and Transactions Macquarie has entered into on behalf of the Client.

7.2 Indemnity

To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless Macquarie and its Related Entities against all loss, cost, damage or expense incurred by Macquarie in carrying out Orders or the Client's instructions in connection with the subject matter of these Terms, or the failure of the Client or its custodian to observe and perform any of the Client's obligations under or arising from these Terms. This indemnity is for the benefit of each Macquarie entity and their Related Entities and may be enforced by each Macquarie entity and by a Related Entity individually or jointly.

7.3 Client Information

The Client undertakes to:

- (a) provide Macquarie with information which Macquarie may, from time to time, reasonably require including, but not limited to, financial information; and
- (b) promptly advise Macquarie if any representation made by the Client under these Terms ceases to be true.

7.4 Anti-Money Laundering and Counter - Terrorism Financing

- (a) The Client undertakes:
 - (i) that it will not knowingly do anything to put Macquarie in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Australia) and equivalent legislation in New Zealand, rules and other subordinate instruments ("**AML/CTF Laws**");
 - (ii) to notify Macquarie if it is aware of anything that would put Macquarie in breach of AML/CTF Laws; and
 - (iii) if requested by Macquarie, to provide additional information and assistance to Macquarie and to comply with all reasonable requests from Macquarie to facilitate Macquarie's compliance with AML/CTF Laws or any equivalent laws in any Applicable Jurisdiction.
- (b) The Client represents that it is not aware and has no reason to suspect that:
 - (i) the money used to fund its Orders and Transactions are derived from or related to money laundering, counter terrorism or similar activities ("**Illegal Activities**"), and
 - (ii) proceeds of its Orders and Transactions will fund Illegal Activities; and
- (c) The Client acknowledges that:

- (i) in certain circumstances Macquarie may be obliged to freeze or block an Order, Transaction or associated account where it is used in connection with Illegal Activities or suspected Illegal Activities;
- (ii) freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws; and
- (iii) if this occurs, Macquarie is not liable to the Client for any consequences or losses whatsoever and the Client agrees to indemnify Macquarie if it is found liable to a third party in connection with the freezing or blocking of the Client's Order, Transaction or associated account(s).

8. Fees, commissions and expenses

8.1 Commission

The Client must pay Macquarie brokerage or commission in respect of carrying out Orders and/or entering into Transactions at current rates as separately advised to the Client by Macquarie from time to time.

8.2 Expenses including tax

- (a) The Client must reimburse Macquarie for any out of pocket expenses (including without limitation fines, penalties, taxes and duties) it incurs in carrying out Orders, entering into Transactions or dealing with the Client's Property in accordance with these Terms.
- (b) If any amounts payable by Macquarie to the Client under this Agreement become subject to any regulatory withholding notices, the amount payable by Macquarie to the Client under this Agreement will be reduced by the withholding amount set out under any such notice.

8.3 Interest on cash balances

Unless otherwise agreed in writing:

- (a) Macquarie does not pay interest on cash balances held by Macquarie for the Client; and
- (b) Macquarie may receive and retain any interest on those balances.

8.4 Default interest

If the Client fails to:

- (a) pay any amount; or
- (b) deliver Securities, Financial Products, Property or other assets to Macquarie when due, interest will be charged at a rate of 2% per annum above the reference

rate used by Macquarie Bank Limited, based on the amount overdue or the value of the Securities Financial Products, Property or other assets not provided as at the time of the default.

8.5 GST

- (a) The parties acknowledge that all pricing, consideration, costs and amounts otherwise provided for under these Terms have been agreed on a GST exclusive basis.
- (b) If a supply made by Macquarie to the Client under these Terms is subject to GST, the Client agrees to pay to Macquarie an additional amount so that, after the deduction of any applicable GST, the net amount received by Macquarie is as provided for under these Terms.
- (c) The additional amount is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

8.6 Foreign Exchange

Where Macquarie enters into a Transaction for, or on behalf of, a Client, in a currency other than the natural currency of the relevant Exchange the Client must pay an administrative fee or commission to Macquarie at Macquarie's discretion. The payment of any such fees or commissions will be accounted for in the net currency rate applicable to that Transaction.

9. Conflicts of interest

- (a) The Client acknowledges and agrees that:
 - (i) Macquarie and its Prescribed Persons may trade as principal in Securities and Financial Products on its or their own account, and may take the opposite side of a Client's Order or Transaction. Subject to Applicable Laws and any duties owed to the Client, the Client agrees that Macquarie and its Prescribed Persons may do so without regard to the interests of the Client.
 - (ii) Macquarie may retain any profit, brokerage or other benefit from Transactions where it acts as principal or where a Related Entity of Macquarie is a party.
 - (iii) Macquarie may without notice to the Client share or rebate any commissions it receives from the Client with other brokers or service providers.
 - (iv) Macquarie may use any of its Related Entities to provide services to the Client, and the reasonable fees of those Related Entities are out of pocket expenses for the purpose of clause 8.2 if paid by Macquarie.

- (v) Macquarie and its employees or some other person or entity connected with Macquarie or its employees may have an interest in the Securities on issue for the Securities you have received advice about or transacted in; and
- (vi) Macquarie and its Related Entities may provide a range of services to clients including stockbroking, investment advisory and investment management services.

(b) Macquarie and its Related Entities may from time to time obtain information from a variety of circumstances. In some cases, Macquarie and its Related Entities have obligations not to disclose, or that it would otherwise be inappropriate from them to disclose, such information to the Client. To avoid conflicts of interest and for the avoidance of doubt, the Client agrees that Macquarie is excluded from any duty to disclose any information held by it or its Related Entities or to provide advice to the Client based on it.

(c) Macquarie and its Related Entities maintain "Chinese Walls" to safeguard confidential and price sensitive information. The Client agrees that Macquarie is not obliged to disclose to it any information that is not known to Macquarie personnel involved in the provision of services to the Client because of the maintenance of Chinese Walls.

(d) To the maximum extent permitted by Applicable Law the Client agrees that neither these Terms nor the services provided to the Client nor any other matter contemplated by these Terms will give rise to any fiduciary, equitable or contractual duties which would prevent or hinder Macquarie providing similar services to other clients or otherwise acting on behalf of other clients or for its own account. The Client agrees that Macquarie is not required to account to the Client for any payment, remuneration, profit or benefit it obtains as a result of acting in the ways referred to in these Terms or as a result of entering into any Transaction with or for the Client or providing any services to the Client.

10. Confidentiality

10.1 Confidentiality

Subject to clause 14.9, each of Macquarie and the Client agrees not to disclose information provided by the other that is not publicly available except:

- (a) to their officers, employees, legal and other advisers and auditors;
- (b) by Macquarie to its Related Entities if necessary for the provision to the Client of services in connection with these Terms;

- (c) with the other party's consent (not to be unreasonably withheld); or
- (d) as required by Applicable Law to any appropriate law enforcement body, government department, securities regulatory agency or any relevant Exchange in an Applicable Jurisdiction upon request.

Each party consents to disclosures made in accordance with this clause 10.1 and the Client agrees to cooperate with Macquarie in supplying any information required by an appropriate law enforcement body, government department, securities regulatory agency or any relevant Exchange in an Applicable Jurisdiction.

10.2 Recording telephone conversations

The Client:

- (a) consents to the recording of all telephone conversations in connection with these Terms and any Orders or Transactions contemplated by these Terms, with or without the use of an automatic tone warning device;
- (b) agrees to obtain any necessary consent of, and give notice of such recording to, its affected personnel;
- (c) agrees that recordings may be submitted in evidence in any proceedings relating to an Order, Transaction or these Terms; and
- (d) agrees that Macquarie is not obliged to maintain copies of such recordings and transcripts for its benefit.

Subject, to paragraph (d) above, the Client may listen to any recording relevant to a dispute or anticipated dispute.

11. Crossing Facilities and Order Routing Access

11.1 Crossing Facilities

This clause sets out the terms and conditions on which Macquarie or its affiliates will accept orders from the Client which may be executed by way of Macquarie's internal crossing engine and/or any crossing facility or liquidity pool offered by affiliated or third parties ("**Crossing Facilities**") in the jurisdictions where the Crossing Facilities are made available.

Further information regarding Macquarie's Crossing Facilities are available on the Macquarie website:

<http://static.macquarie.com/dafiles/Internet/mgl/global/shared/about/disclosures/docs/msal-crossing-system-information.pdf?v=2>

11.2 Client's use of Crossing Facilities

The Client acknowledges and agrees with Macquarie that:

- (a) the Client's use of the Crossing Facilities is on an "as is" and "as available" basis. Macquarie and its affiliates make no warranty, guarantee or representation of any kind and to the extent permitted by law, expressly disclaims any statutory or implied warranty in relation to the Crossing Facilities, including any warranty as to fitness for purpose or quality, or that the same will be free from error or defects, or will operate uninterrupted.
- (b) Macquarie, at any time and without notice to Client, may:
 - (i) limit, suspend or terminate the Crossing Facilities;
 - (ii) revoke or suspend Client's access to and use of the Crossing Facilities;
 - (iii) cancel, amend or vary the terms of any Order that fails to meet the requirements of any Exchange's rules or Applicable Law, and
 - (iv) determine, in Macquarie's absolute discretion, whether to execute any Order via the Crossing Facilities or otherwise.
- (c) the execution of an Order via a Crossing Facility does not derogate from the Client's responsibility to ensure that:
 - (i) all of its representatives or clients ("**Authorised Users**") that place any instructions, orders or other transactions conducted by means of the Crossing Facilities (collectively, "**Instructions**") are duly authorised and that all access authorities are kept current; and
 - (ii) it and each Authorised User is fully aware of, understands and complies at all times the Applicable Law, rules, regulations, decrees and directives, including those of Exchanges, securities commissions, governmental, law enforcement and other regulatory or self-regulatory bodies or authorities (each a "**Regulator**"), as they may be amended from time to time.
- (d) the Client is responsible and liable for all Instructions entered into the Crossing Facilities (and which may then subsequently be submitted or reported to the Exchange or the market operated by the Exchange), by the Authorised Users;
- (e) by executing an Order via a Crossing Facility Macquarie does not assume responsibility to the Client or its Authorised Users for:
 - (i) the failure of any person entering into a trade or transaction via the Crossing Facilities to perform such person's settlement or other obligations with respect to such trade or transaction; or

- (ii) any losses, costs, liabilities and expenses (collectively “**Losses**”) arising out any failure by any person to deliver, clear or settle any trades or transactions entered into via the Crossing Facilities, except to the extent that any such Losses are determined by final judgement of a court of competent jurisdiction to have resulted from fraud, gross negligence or wilful misconduct on the part of Macquarie or on the part of its directors, officers, employees or agents;
- (f) Macquarie makes no representation or warranty as to the trading liquidity or depth that might be available or accessible via the Crossing Facilities;
- (g) Orders placed by the Client via the Crossing Facilities may cross or be matched with orders placed by Macquarie or related entities of Macquarie (whether acting as principal or otherwise);
- (h) subject to any requirements under Applicable Law or pursuant to Macquarie’s Best Execution Policy (if any), Macquarie is not obliged to:
 - (i) disclose to the Client or display via the Crossing Facilities any orders placed by other users of the Crossing Facilities, or
 - (ii) disclose to the Client the identity of any person with whom the Client’s order may have crossed or matched via use of the Crossing Facilities.
- (i) the Crossing Facilities may permit the Client to provide a variety of Instructions, including whether or not Macquarie may transmit an order for execution on a market operated by an Exchange and that:
 - (i) it may be possible to execute and/or report transactions and crossings through different venues (including the Crossing Facilities), each offering different opportunities and advantages to the Client;
 - (ii) whilst Macquarie will endeavour to execute each order in the manner and through the venue which is able to provide the best result for the Client, opportunities to achieve best execution may not always be achieved will be dependent on the order in which venues are visited, whether they are dark in nature and the latency involved in reaching these destinations;
 - (iii) Macquarie may remove orders placed in one venue for matching or execution on other venues. This may result in loss of priority at venues if orders need to be resubmitted and may also result in mixed executions;
- (iv) use of a Crossing Facility has the potential to result in latency because of the need to check the availability of potentially matching orders within the Crossing Facility and requirements of the relevant Exchange in respect of reporting matching trades under certain size; and
- (v) the Client understands the nature of the risks and potential costs (including opportunity costs) involved in using venues such as the Crossing Facilities.
- (j) the placement of an Instruction by the Client authorises Macquarie to:
 - (i) automatically transmit orders to the relevant Exchange for the purchase or sale of listed securities to the extent required to comply with such Instructions (subject to any parameters and limits established by Macquarie, Applicable Law, this Agreement, the terms of any client agreement or any other applicable agreements); and/or
 - (ii) cross such orders with other orders placed by other users of the Crossing Facilities, which may then be reported by Macquarie to an Exchange or other applicable reporting venue and in this regard the Client acknowledges and agrees that such other orders may include orders placed on behalf of Macquarie or an entity related to Macquarie (acting as principal or otherwise).

11.3 Client representations and Warranties

Client represents and warrants to Macquarie and its affiliates that:

- (a) the Client will not, and will ensure that no Authorised Users will, provide any Instructions that are contrary to Applicable Law or these Terms; and
- (b) any Instructions are solely and exclusively based on the Client’s own judgement (or, where applicable, the judgement of the Client’s client), including a judgement that any orders are appropriate for placement through the Crossing Facilities rather than alternative execution facilities, such as direct market access facilities which facilitate the transmission of orders straight-through to the market operated by an Exchange.

12. Termination

12.1 Either party may terminate

Macquarie or the Client may terminate these Terms at any time by written notice to the other party. Termination does not affect any existing rights or obligations.

12.2 Closing Transactions

After termination of these Terms pursuant to clause 12.1, Macquarie will cancel all open Orders and close out all open Transactions for the Client at the Client's expense, unless those Orders and Transactions are transferred to another broker in accordance with the Client's instructions.

12.3 After termination

These Terms continue to apply after termination to Property held by Macquarie or its Related Entities for the Client until such Property is returned to the Client or transferred in accordance with the Client's instructions.

13. Terms contractually binding

13.1 Terms are legally binding

These Terms are legally binding as a contract between Macquarie and the Client with effect from the earlier of:

- (a) the time a copy of the Terms is signed on behalf of the Client and sent to Macquarie; or
- (b) the time the Client next gives an Order to Macquarie after having been given a copy of these Terms.

13.2 Macquarie may amend Terms

Macquarie may amend the Terms at any time by notice to the Client in writing or electronic form. The amendments take effect at the earlier of:

- (a) the time the Client indicates acceptance of the amended terms, either electronically or in writing; or
- (b) the time the Client next gives an Order to Macquarie after the Client has been given notice of the change.

14. Other terms

14.1 Governing law

These Terms are governed by the laws in force in the Applicable Jurisdiction. Each party submits to the non-exclusive jurisdiction of the courts of that place (and any courts hearing appeals from those courts).

14.2 Complete agreement

- (a) These Terms replace all previous agreements and correspondence between the Client and Macquarie.

- (b) Except as set out in clause 14.3 and except for any supplementary or other agreement in writing between the Client and Macquarie, these Terms form a complete agreement between the Client and Macquarie in connection with the matters contemplated by these Terms.

14.3 Inconsistency with other documents

If Applicable Law requires additional documentation to be put in place between Macquarie and the Client with respect to particular markets or services, the terms of such other documents will prevail over these Terms to the extent of the inconsistency in their application to the relevant markets or services.

14.4 Severability

Any part of these Terms which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability, without invalidating the remaining parts of these Terms.

14.5 Waiver

- (a) The failure or delay by Macquarie in exercising any right under this document (or in respect of an Order or a Transaction) does not operate as a waiver of that right and the exercise of a single right, or partial exercise of any right, by Macquarie under this document (or in respect of the Order or Transaction (as applicable)) does not prevent Macquarie from exercising any other right or that right in full.
- (b) The rights of Macquarie under these Terms are cumulative and are not exclusive of any other rights provided by law.
 - (i) A waiver by Macquarie is effective only if it is in writing signed by one or more of its officers.

14.6 Further assurances

The Client must do all things required by Macquarie to:

- (a) give effect to the intent and purpose of these Terms; and
- (b) to ensure that Macquarie has the full benefit of the rights and powers contemplated by these Terms.

14.7 No encumbrance or assignment by Client

The Client must not:

- (a) create or allow to exist an encumbrance or security interest over these Terms or any Transaction or Property (or the Client's interest therein); or

(b) charge, assign or otherwise transfer the benefit of these Terms or any Transaction, or any of its respective rights, remedies, powers, duties or obligations under any of the foregoing, without the prior written consent of Macquarie. The Client acknowledges that its rights under these Terms are personal to it and are not capable of assignment without Macquarie's prior written consent.

14.8 Macquarie may assign

Macquarie may without reference to the Client, assign, transfer or otherwise grant participation or sub-participation in all or any part of, the benefit of these Terms, any Order or a Transaction, and any of its rights, remedies, powers, duties and obligations under any of the foregoing.

14.9 Macquarie disclosure

To the extent permitted by law, Macquarie may disclose to a potential assignee, transferee, participant or sub-participant without limitation any information about a Client, any Orders, any Transactions and any information set out in these Terms as Macquarie in its absolute discretion deems appropriate.

15. Glossary

This clause explains the meaning of capitalised terms in these Terms:

Affiliate has the meaning given in Rule 405 and Rule 501(b) of the U.S. Securities Act 1933 (as amended).

Amount of the Consideration means:

- (a) the amount of any payment for a supply; and
- (b) in relation to non-monetary consideration, the GST exclusive market value of that consideration.

Applicable Jurisdiction means any jurisdiction in which Macquarie or its Related Entities transact business on behalf of the Client.

Applicable Law means all statutory, common law and general law of any Applicable Jurisdiction, and the rules, customs and usages of any relevant Exchange, market or settlement or clearing system in any Applicable Jurisdiction, including but not limited to the Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules, ASX Settlement Operating Rules and the NZX Participant Rules, NZ Clearing and NZ Depository Rules.

ASIC means Australian Securities and Investments Commission.

ASX means ASX Limited.

ASX Operating Rules means the Operating Rules of the ASX.

Automated Order Processing means a facility enabling the Client to execute orders directly on one or more markets operated by an Exchange of which Macquarie is a member or participant. Automated Order Processing is known as Direct Market Access in some jurisdictions.

Business Day means a day on which banks and the relevant Exchange are generally open for business in Sydney and Melbourne (for Australian trades) and Auckland and Wellington (for New Zealand trades).

Cash includes money, deposits and receivables (including the proceeds of Transactions), regardless of currency.

Controller has the meaning given in section 50AA of the Corporations Act.

Corporations Act means the Corporations Act 2001 (Cth) any instruments, regulations or other statutory documents issued thereunder (each as may be amended from time to time).

Exchange means the exchange upon which Transactions may be entered into, including the ASX and NZX.

Financial Advisers Act means the Financial Advisers Act 2008 any instruments, regulations or other statutory documents issued thereunder (each as may be amended from time to time).

Financial Products has the same meaning as in the Corporations Act.

GST has the same meaning as in the GST Law.

GST Law means A New Tax System (Goods and Services) Tax Act 1999 and the Goods and Services Tax Act 1985 (NZ).

Insolvency Event means in respect of a person, any one of the following:

- (a) a petition is presented (and not struck out or dismissed within 7 Business Days of it being presented) or an effective resolution is passed under the Corporations Act for the winding up of the party or any similar process in relation to such person;
- (b) a receiver, receiver and manager, official manager, trustee, administrator or similar official is appointed over all or any substantial part of the assets or undertaking of the person;
- (c) a liquidator or trustee in bankruptcy is appointed to the person;

- (d) the person resolving to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent, or is otherwise wound up or dissolved;
- (e) the person committing an act of bankruptcy;
- (f) the person stating that it is insolvent or is presumed to be insolvent under any applicable law;
- (g) as a result of the operation of the Corporations Act the person is taken to have failed to comply with a statutory demand;
- (h) the entry by the person into a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or a moratorium involving any of them;
- (i) the person being or stating that it is unable to pay its debts when they fall due;
- (j) the person dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason; or
- (k) anything analogous to or of a similar effect to anything described above.

Macquarie means Macquarie Securities (Australia) Limited (ABN 58 002 832 126) of 50 Martin Place, Sydney, Australia and Macquarie Securities (NZ) Limited of Level 17, Lumley House, 88 Shortland Street, Auckland, New Zealand, both subsidiaries of Macquarie Group Limited (ABN 94 122 169 279)

Market Integrity Rules means the rules made by ASIC pursuant to section 798G of the Corporations Act.

NZX means the New Zealand Exchange Limited.

Order means an instruction to undertake a Transaction, and includes a variation, cancellation or verification of an instruction.

Prescribed Person has the meaning set out in the Market Integrity Rules.

Principal means as principal and on behalf of the persons and entities referred to in Market Integrity Rule 3.2.5.

Property means Cash, Financial Products and instruments and any other kind of asset or interest acquired by Macquarie or its Related Entities for the Client in connection with a Transaction, whether held in the name of Macquarie, the Client, or custodian or nominee of either of them.

Receipt in respect of a confirmation, statement or notice includes actual and deemed receipt.

Related Entity, in relation to a party, means an entity which controls, is controlled by, or is under common control with that party.

Restricted Securities has the meaning given in Rule 144A of the U.S. Securities Act 1933, (as amended).

Securities has the same meaning as in the Corporations Act.

Terms means these standard terms and conditions of business, as may be amended or supplemented from time to time.

Transaction means entering into, acquiring (either by subscription or purchase), disposing of or otherwise dealing in any Financial Product, debt or equity Securities of any kind (whether issued or not), or other instrument (to the extent that Macquarie may do so without requiring a licence or has the requisite licence to such instruments under the Corporations Act) .

Privacy Statement

We may collect, hold, use and disclose personal information (i.e. information about an individual) about your employees, officers or agents (collectively your "Representatives") in the course of providing services to you. We do this to: process your application, administer and manage the products and services sought by and provided to you, monitor, audit and evaluate those products and services, model and test data, communicate with and market to you, and deal with any complaints or enquiries.

We collect and record personal information through our interactions with you and your Representatives including by telephone, email or online. We may also collect personal information from public sources and third parties including information brokers and our service providers. Without this information, we may not be able to process your application or provide you with an appropriate level of service. We are required or authorised to collect personal information under various laws including the Anti-Money Laundering and Counter Terrorism Financing Act and the Corporations Act.

Where you provide us with personal information about someone else (including your Representatives) we are entitled to assume that you have obtained their consent to provide their personal information to us based on this Privacy Statement.

We may exchange personal information with other companies in the Macquarie Group as well as our service providers which are described further in our Privacy Policy.

We may also disclose personal information to regulatory authorities (e.g. tax authorities or market supervisory authorities in Australia and overseas) in connection with

their lawful information requests or to meet our legal obligations in any relevant jurisdiction. The third parties with whom we exchange personal information may operate outside of Australia (this includes locations in the UK, the USA, New Zealand, Hong Kong and Singapore and the countries specified in our Privacy Policy).

Where this occurs, we take steps to protect personal information against misuse or loss.

We and other companies in the Macquarie Group may use personal information to contact your Representatives on an ongoing basis by telephone, electronic messages (like email), online and other means to offer you products or services that may be of interest to you, including offers of banking, financial, advisory, investment, insurance and funds management services, unless you request us not to. We do not use the personal information collected from your Representatives to market products or services to them directly without their consent.

Under the Privacy Act, individuals may request access to personal information about them that we hold. They can contact us to make such a request or for any other reason relating to the privacy of personal information by telephoning us on +61 2 8232 3333 or emailing privacy@macquarie.com. Please mark communications to the attention of our Privacy Officer.

A copy of our Privacy Policy, which contains further details about our handling of personal information, including how to access or update personal information and how we deal with any concerns is available upon request. The Privacy Policy can also be found via www.macquarie.com.au.

APPENDIX 3 - US Representations and Warranties

PART 1 Seller

The Seller confirms that:

- (a) none of it, any of its Affiliates (as that term is defined in Rule 501(b) of the Securities Act,), or any person acting on behalf of any of them (other than MSAL and its Affiliates and any person acting on behalf of any of them, as to whom it makes no representation) has offered or sold, or will offer or sell, any of the Sale Securities in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the Securities Act or in any manner involving a public offering of the Sale Securities in the United States within the meaning of Section 4(a)(2) of the Securities Act;
- (b) with respect to those Sale Securities sold in reliance on Regulation S, none of it, any of its Affiliates, or any person acting on behalf of any of them (other than MSAL and its Affiliates and any person acting on behalf of any of them, as to whom it makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the Securities Act) in the United States;
- (c) to the best of its knowledge, the Issuer is a "foreign private issuer" as defined in Rule 405 under the Securities Act and there is no "substantial U.S. market interest" (as defined in Rule 902(j) under the Securities Act) in the Sale Securities or any security of the same class or series as the Sale Securities;
- (d) neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law;
- (e) none of it, any of its Affiliates or any person acting on behalf of any of them (other than MSAL and its Affiliates and any person acting on behalf of any of them, as to whom it makes no representation or warranty), has solicited any offer to buy, offered to sell or sold, and none of them will solicit any offer to buy, offer to sell or sell in the United States any security which could be integrated with the sale of the Sale Securities in a manner that would require the offer and sale of the Sale Securities to be registered under the Securities Act;
- (f) subject to compliance by MSAL with its representations in Part 2, it is not necessary to register the offer, sale and delivery of the Sale Securities, or the initial offer, resale and delivery of the Sale Securities by MSAL, in the manner contemplated by this Agreement under the Securities Act, it being understood that it makes no representation or warranty about any subsequent resale of the Sale Securities;
- (g) to the best of its knowledge, the Sale Securities are eligible for resale pursuant to Rule 144A and are not of the same class as securities listed on a national securities exchange registered under Section 6 of the Securities Exchange Act of 1934 (**Exchange Act**) or quoted in a U.S. automated interdealer quotation system; and
- (h) to the best of its knowledge, the Issuer is exempt from reporting under Section 13 or 15(d) of the Exchange Act pursuant to Rule 12g3-2(b) thereunder.

For the purposes of the representations and warranties of the Seller, for the avoidance of doubt and without implying otherwise, the term "Affiliate" does not include the Issuer or any of its subsidiaries.

PART 2 MSAL

- (a) MSAL confirms that: it is either a QIB or is not in the United States;
- (b) it acknowledges that the offer and sale of the Sale Securities have not been and will not be registered under the Securities Act and may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act;
- (c) none of it, its Affiliates or any person acting on behalf of any of them has solicited offers for or offered to sell, and none of them will solicit offers for, or offer or sell, the Sale Securities in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the Securities Act or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the Securities Act;
- (d) all offers and sales of the Sale Securities in the United States by it and any of its Affiliates will be effected through its U.S. broker-dealer Affiliates;
- (e) it, its Affiliates and any person acting on behalf of any of them has offered and sold the Sale Securities, and will offer and sell the Sale Securities:
 - (i) in the United States, only (A) to a limited number of persons that it reasonably believes to be QIBs in transactions exempt from the registration requirements of the Securities Act pursuant to Rule 144A thereunder, or (B) to Eligible U.S Fund Managers, in reliance on Regulation S; and
 - (ii) to persons that are not in the United States in "offshore transactions" (as defined in Rule 902(h) under the Securities Act) in accordance with Regulation S;
- (f) with respect to those Sale Securities sold in reliance on Regulation S, none of it, its Affiliates nor any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the Securities Act); and
- (g) neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law.