

Leyland
Private Asset Management

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Facsimile

To: Oncard International Limited

From: Charles Leyland

Attn: Matthew Rowe

Date: January 20, 2015

Via Email: mattr@mertons.com.au

Re: Form 603 - amended

Dear Mr Rowe,

Please find attached Form 603 which supersedes and replaces our notification on 27 February 2014, and is made up to that date (please note this also supersedes our prior lodgement of today's date).

Please contact me should you have any questions or don't receive all thirty five pages.

Yours faithfully,



Charles Leyland

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**To Company Name/Scheme Oncard InternationalACN/ARSN 048 800 902**1. Details of substantial holder (1)**Name Leyland Private Asset Management Pty LtdACN/ARSN (if applicable) 081 890 799The holder became a substantial holder on 16/11/11**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully Paid Ordinary	23,727,648	23,727,648	13.22%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Refer Annexure A		

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Refer Annexure B			

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Refer Annexure A				

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

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

7. Addresses

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

Name	Address
Leyland Private Asset Management Pty Ltd	Level 3, 20 Collins St, Melbourne VIC 3000
Refer Annexure B	

Signature

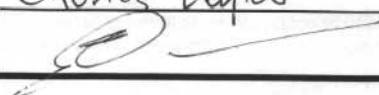
print name

Charles Leyland

capacity

Managing Director

sign here



date

20 / 1 / 2015

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Leyland
Private Asset Management

Annexure A

3. Details of relevant interests

Holder of relevant interest	Nature of relevant interest	Class and number of securities affected
Leyland Private Asset Management Pty Ltd	Leyland Private Asset Management Pty Ltd has entered into managed discretionary account contracts with its clients that provide it with the authority to acquire and dispose of the relevant securities at its sole discretion	23,727,648 Ordinary Fully Paid Shares

5. Consideration

Holder relevant interests	Date of acquisition	Consideration		Class and number of securities
		Cash	Non Cash	
Leyland Private Asset Management	20/10/2010	\$20,523.92		208,640
Leyland Private Asset Management	21/10/2010	\$22,826.26		220,386
Leyland Private Asset Management	18/11/2010	\$42,206.20		391,654
Leyland Private Asset Management	22/11/2010	\$45,826.27		358,901
Leyland Private Asset Management	23/11/2010	\$3,125.00		25,000
Leyland Private Asset Management	24/11/2010	\$16,950.25		131,962
Leyland Private Asset Management	25/11/2010	\$17,603.80		132,250
Leyland Private Asset Management	26/11/2010	\$138,252.41		989,303
Leyland Private Asset Management	29/03/2011	\$63,958.71		265,903
Leyland Private Asset Management	30/03/2011	\$71,935.57		288,717
Leyland Private Asset Management	31/03/2011	\$41,307.81		153,107
Leyland Private Asset Management	4/04/2011	\$24,882.93		92,159
Leyland Private Asset Management	5/04/2011	\$49,466.46		193,866
Leyland Private Asset Management	28/04/2011	\$55,999.84		215,384
Leyland Private Asset Management	2/05/2011	\$43,919.98		168,923
Leyland Private Asset Management	3/05/2011	\$67,793.18		260,743
Leyland Private Asset Management	6/05/2011	\$68,830.10		265,277
Leyland Private Asset Management	9/05/2011	\$60,000.00		240,000
Leyland Private Asset Management	16/05/2011	\$25,000.00		100,000
Leyland Private Asset Management	19/05/2011	\$32,596.85		142,269
Leyland Private Asset Management	20/05/2011	\$38,301.91		171,448
Leyland Private Asset Management	23/05/2011	\$4,325.64		19,662
Leyland Private Asset Management	8/06/2011	\$21,500.00		100,000
Leyland Private Asset Management	14/06/2011	\$23,419.40		123,260
Leyland Private Asset Management	21/06/2011	\$72,000.00		360,000
Leyland Private Asset Management	22/06/2011	\$7,650.35		40,265

Leyland Private Asset Management	24/06/2011	\$11,495.34		54,658
Leyland Private Asset Management	27/06/2011	\$36,918.40		184,592
Leyland Private Asset Management	28/06/2011	\$8,778.20		43,891
Leyland Private Asset Management	29/06/2011	\$26,145.00		124,500
Leyland Private Asset Management	30/06/2011	\$38,357.54		177,307
Leyland Private Asset Management	1/07/2011	\$32,345.06		155,970
Leyland Private Asset Management	4/07/2011	\$23,905.97		112,030
Leyland Private Asset Management	5/07/2011	\$15,272.71		74,501
Leyland Private Asset Management	8/07/2011	\$10,686.86		47,000
Leyland Private Asset Management	12/07/2011	\$22,000.00		100,000
Leyland Private Asset Management	13/07/2011	\$4,357.41		20,267
Leyland Private Asset Management	14/07/2011	\$4,368.02		19,733
Leyland Private Asset Management	29/07/2011	\$5,425.00		25,000
Leyland Private Asset Management	1/08/2011	\$3,422.97		14,991
Leyland Private Asset Management	2/08/2011	\$2,243.74		10,436
Leyland Private Asset Management	31/08/2011	\$26,925.05		155,000
Leyland Private Asset Management	1/09/2011	\$8,432.20		48,184
Leyland Private Asset Management	2/09/2011	\$38,612.18		220,641
Leyland Private Asset Management	5/09/2011	\$10,115.00		59,500
Leyland Private Asset Management	7/09/2011	\$8,965.46		53,912
Leyland Private Asset Management	9/09/2011	\$12,716.50		71,800
Leyland Private Asset Management	15/09/2011	\$8,340.00		50,000
Leyland Private Asset Management	16/09/2011	\$26,018.09		147,000
Leyland Private Asset Management	22/09/2011	\$27,332.35		156,000
Leyland Private Asset Management	23/09/2011	\$18,390.09		107,000
Leyland Private Asset Management	26/09/2011	\$22,076.36		128,448
Leyland Private Asset Management	27/09/2011	\$17,000.00		100,000
Leyland Private Asset Management	29/09/2011	\$6,610.40		37,794
Leyland Private Asset Management	30/09/2011	\$16,400.41		92,288
Leyland Private Asset Management	3/10/2011	\$8,500.00		50,000
Leyland Private Asset Management	4/10/2011	\$8,500.00		50,000
Leyland Private Asset Management	5/10/2011	\$2,550.00		15,000
Leyland Private Asset Management	10/10/2011	\$20,026.26		111,257
Leyland Private Asset Management	20/10/2011	\$128.18		754
Leyland Private Asset Management	24/10/2011	\$5,118.05		29,246
Leyland Private Asset Management	28/10/2011	\$6,651.78		40,738
Leyland Private Asset Management	8/11/2011	\$6,191.25		40,250
Leyland Private Asset Management	9/11/2011	\$825.00		5,000
Leyland Private Asset Management	11/11/2011	\$181.50		1,100
Leyland Private Asset Management	14/11/2011	\$29,300.28		180,002
Leyland Private Asset Management	15/11/2011	\$19,550.00		115,000
Leyland Private Asset Management	16/11/2011	\$23,800.00		140,000
Leyland Private Asset Management	18/11/2011	\$7,385.00		42,200
Leyland Private Asset Management	22/11/2011	\$48,220.05		278,500
Leyland Private Asset Management	28/11/2011	\$1,746.85		9,982
Leyland Private Asset Management	29/11/2011	\$10,325.00		59,000
Leyland Private Asset Management	30/11/2011	\$5,250.00		30,000
Leyland Private Asset Management	1/12/2011	\$3,561.95		20,354
Leyland Private Asset Management	2/12/2011	\$11,375.00		65,000

Leyland Private Asset Management	5/12/2011	\$58,183.65		332,478
Leyland Private Asset Management	8/12/2011	\$2,812.60		16,072
Leyland Private Asset Management	9/12/2011	\$8,861.65		50,638
Leyland Private Asset Management	12/12/2011	\$44,734.67		248,664
Leyland Private Asset Management	14/12/2011	\$9,060.01		52,000
Leyland Private Asset Management	19/12/2011	\$15,076.82		104,991
Leyland Private Asset Management	23/12/2011	\$9,997.31		78,054
Leyland Private Asset Management	28/12/2011	\$7,035.49		40,229
Leyland Private Asset Management	29/12/2011	\$4,375.00		25,000
Leyland Private Asset Management	4/01/2012	\$14,089.58		78,499
Leyland Private Asset Management	5/01/2012	\$29,820.96		165,672
Leyland Private Asset Management	6/01/2012	\$10,700.28		59,446
Leyland Private Asset Management	9/01/2012	\$5,250.00		30,000
Leyland Private Asset Management	10/01/2012	\$1,750.00		10,000
Leyland Private Asset Management	11/01/2012	\$20,053.06		113,446
Leyland Private Asset Management	12/01/2012	\$4,711.81		26,246
Leyland Private Asset Management	16/01/2012	\$850.00		5,000
Leyland Private Asset Management	17/01/2012	\$4,257.14		25,042
Leyland Private Asset Management	18/01/2012	\$5,397.88		30,266
Leyland Private Asset Management	19/01/2012	\$17,181.72		95,454
Leyland Private Asset Management	27/01/2012	\$4,374.83		24,999
Leyland Private Asset Management	31/01/2012	\$7,200.18		40,001
Leyland Private Asset Management	8/02/2012	\$6,825.00		35,000
Leyland Private Asset Management	16/02/2012	\$42,568.07		212,884
Leyland Private Asset Management	20/02/2012		Transfer of sponsorship	500,000
Leyland Private Asset Management	28/02/2012	\$9,000.00		40,000
Leyland Private Asset Management	28/02/2012	\$69,243.98		309,545
Leyland Private Asset Management	29/02/2012	\$42,210.00		201,000
Leyland Private Asset Management	2/03/2012	\$22,720.83		109,623
Leyland Private Asset Management	5/03/2012	\$41,990.34		199,954
Leyland Private Asset Management	7/03/2012	\$10,250.00		50,000
Leyland Private Asset Management	8/03/2012	\$22,529.92		107,116
Leyland Private Asset Management	13/03/2012	\$6,672.53		31,035
Leyland Private Asset Management	14/03/2012	\$15,172.30		68,965
Leyland Private Asset Management	15/03/2012	\$189,440.16		877,000
Leyland Private Asset Management	16/03/2012	\$9,675.00		45,000
Leyland Private Asset Management	19/03/2012	\$110,000.00		500,000
Leyland Private Asset Management	20/03/2012	\$11,825.00		55,000
Leyland Private Asset Management	28/03/2012	\$37,188.30		173,056
Leyland Private Asset Management	29/03/2012	\$10,625.20		50,000
Leyland Private Asset Management	30/03/2012	\$21,231.25		98,750
Leyland Private Asset Management	5/04/2012	\$6,217.65		30,000
Leyland Private Asset Management	10/04/2012	\$519.59		2,507
Leyland Private Asset Management	11/04/2012	\$11,134.15		53,722
Leyland Private Asset Management	12/04/2012	\$1,817.84		8,771
Leyland Private Asset Management	23/04/2012	\$19,806.80		99,034
Leyland Private Asset Management	26/04/2012	\$5,793.20		28,966
Leyland Private Asset Management	30/04/2012	\$5,457.00		31,150

Leyland Private Asset Management	1/05/2012	\$43.56		242
Leyland Private Asset Management	3/05/2012	\$18,000.36		100,042
Leyland Private Asset Management	14/05/2012	\$29,399.23		161,552
Leyland Private Asset Management	16/05/2012	\$8,180.64		45,448
Leyland Private Asset Management	17/05/2012	\$127.98		711
Leyland Private Asset Management	18/05/2012	\$604.45		3,454
Leyland Private Asset Management	21/05/2012	\$2.10		12
Leyland Private Asset Management	22/05/2012	\$3,500.00		20,000
Leyland Private Asset Management	31/05/2012	\$61.95		354
Leyland Private Asset Management	1/06/2012	\$5,253.68		30,021
Leyland Private Asset Management	7/06/2012	\$14,250.00		95,000
Leyland Private Asset Management	12/06/2012	\$601.22		3,566
Leyland Private Asset Management	26/06/2012	\$13,640.50		100,000
Leyland Private Asset Management	18/07/2012	\$19,285.00		133,000
Leyland Private Asset Management	19/07/2012	\$15.00		100
Leyland Private Asset Management	20/07/2012	\$26,390.18		169,900
Leyland Private Asset Management	6/08/2012	\$9,999.90		66,666
Leyland Private Asset Management	10/08/2012	\$5,000.00		31,250
Leyland Private Asset Management	16/08/2012	\$16,843.20		116,160
Leyland Private Asset Management	24/08/2012	\$3,002.27		18,840
Leyland Private Asset Management	3/09/2012	-\$14,807.20	-	92,545
Leyland Private Asset Management	3/09/2012	\$14,807.20		92,545
Leyland Private Asset Management	6/09/2012		Off Market Transaction	- 90,000
Leyland Private Asset Management	6/09/2012		Off Market Transaction	90,000
Leyland Private Asset Management	17/09/2012	\$26,697.44		166,859
Leyland Private Asset Management	19/09/2012	-\$19,479.16	-	125,672
Leyland Private Asset Management	19/09/2012	\$19,479.16		125,672
Leyland Private Asset Management	20/09/2012	\$8,000.00		50,000
Leyland Private Asset Management	18/10/2012	\$3,265.65		24,190
Leyland Private Asset Management	22/10/2012	\$5,425.00		35,000
Leyland Private Asset Management	23/11/2012	\$3,944.95		23,114
Leyland Private Asset Management	26/11/2012	\$2,625.00		15,000
Leyland Private Asset Management	27/11/2012	\$2,955.05		16,886
Leyland Private Asset Management	28/11/2012	\$7,988.16		44,715
Leyland Private Asset Management	29/11/2012	\$4,500.00		25,000
Leyland Private Asset Management	4/12/2012	\$3,762.00		20,900
Leyland Private Asset Management	5/12/2012	\$13,632.13		80,189
Leyland Private Asset Management	7/12/2012	\$23,255.28		129,196
Leyland Private Asset Management	14/12/2012	-\$8,750.00	-	50,000
Leyland Private Asset Management	20/12/2012	\$17,000.00		100,000
Leyland Private Asset Management	21/12/2012	\$36,000.00		200,000
Leyland Private Asset Management	2/01/2013	\$16,083.31		84,649
Leyland Private Asset Management	3/01/2013	\$3,015.45		15,351
Leyland Private Asset Management	7/01/2013	\$3,900.00		20,000
Leyland Private Asset Management	30/01/2013	\$23,971.94		122,933
Leyland Private Asset Management	31/01/2013	\$20,000.00		100,000
Leyland Private Asset Management	5/02/2013	\$2,314.01		12,179
Leyland Private Asset Management	7/02/2013	\$7,315.00		38,500

Leyland Private Asset Management	12/02/2013	\$9,737.12		51,248
Leyland Private Asset Management	15/02/2013	\$923.40		4,860
Leyland Private Asset Management	15/02/2013	\$976.60		5,140
Leyland Private Asset Management	21/02/2013	\$9,620.00		52,000
Leyland Private Asset Management	22/02/2013	\$1,942.56		10,224
Leyland Private Asset Management	26/02/2013		Transfer of sponsorship	- 1,000,000
Leyland Private Asset Management	4/03/2013	\$5,568.32		30,099
Leyland Private Asset Management	25/03/2013	\$808.02		4,489
Leyland Private Asset Management	27/03/2013	\$36.00		200
Leyland Private Asset Management	28/03/2013	\$18.00		100
Leyland Private Asset Management	2/04/2013	\$11,916.00		66,200
Leyland Private Asset Management	5/04/2013	\$5,221.98		29,011
Leyland Private Asset Management	9/04/2013	\$9,250.00		50,000
Leyland Private Asset Management	19/04/2013	\$16,500.00		100,000
Leyland Private Asset Management	23/04/2013	\$1,650.00		10,000
Leyland Private Asset Management	24/04/2013	\$11,715.02		65,000
Leyland Private Asset Management	10/05/2013	\$24,061.80		140,000
Leyland Private Asset Management	13/06/2013	\$14,800.00		80,000
Leyland Private Asset Management	19/06/2013	\$19,810.12		110,000
Leyland Private Asset Management	1/07/2013	-\$12,750.00		- 75,000
Leyland Private Asset Management	1/07/2013	\$9,539.21		56,113
Leyland Private Asset Management	2/07/2013	\$363.46		2,138
Leyland Private Asset Management	5/07/2013	\$297.33		1,749
Leyland Private Asset Management	11/07/2013		Transfer of sponsorship	- 75,000
Leyland Private Asset Management	11/07/2013	\$6,100.05		36,970
Leyland Private Asset Management	15/07/2013	\$11,030.25		63,030
Leyland Private Asset Management	16/07/2013	\$42,000.00		240,000
Leyland Private Asset Management	5/08/2013	\$9,500.00		50,000
Leyland Private Asset Management	20/08/2013	\$2,960.00		16,000
Leyland Private Asset Management	21/08/2013	\$27,360.00		144,000
Leyland Private Asset Management	22/08/2013	\$1,465.92		8,144
Leyland Private Asset Management	23/08/2013	\$22,202.64		116,856
Leyland Private Asset Management	27/08/2013	\$83,432.40		425,000
Leyland Private Asset Management	2/09/2013	\$63,523.27		318,068
Leyland Private Asset Management	3/09/2013	\$62,974.20		314,871
Leyland Private Asset Management	4/09/2013	\$64,485.00		317,000
Leyland Private Asset Management	5/09/2013	\$22,550.00		110,000
Leyland Private Asset Management	6/09/2013	\$1,500.00		7,500
Leyland Private Asset Management	9/09/2013	\$20,418.80		100,094
Leyland Private Asset Management	10/09/2013	\$89,685.95		409,427
Leyland Private Asset Management	11/09/2013	\$236,875.00		1,075,000
Leyland Private Asset Management	12/09/2013	\$14,960.00		68,000
Leyland Private Asset Management	19/09/2013	\$5,147.00		25,000
Leyland Private Asset Management	23/09/2013	\$5,400.00		30,000
Leyland Private Asset Management	24/09/2013	\$8.46		47
Leyland Private Asset Management	30/10/2013	\$16,740.00		93,000
Leyland Private Asset Management	31/10/2013	\$18,500.00		100,000
Leyland Private Asset Management	1/11/2013	\$28,434.94		152,874

Leyland Private Asset Management	7/11/2013	\$360.00		2,000
Leyland Private Asset Management	11/11/2013	\$10,440.00		58,000
Leyland Private Asset Management	26/11/2013	\$75,693.04		268,736
Leyland Private Asset Management	26/11/2013	-\$22,800.00	-	80,000
Leyland Private Asset Management	27/11/2013	\$117,758.10		412,047
Leyland Private Asset Management	28/11/2013	\$43,540.00		155,500
Leyland Private Asset Management	29/11/2013	\$25,125.12		90,000
Leyland Private Asset Management	2/12/2013	\$45.09		167
Leyland Private Asset Management	9/12/2013	\$145,397.90		541,642
Leyland Private Asset Management	9/12/2013	-\$105,000.00	-	400,000
Leyland Private Asset Management	10/12/2013	\$14,250.00		50,000
Leyland Private Asset Management	11/12/2013	\$39,578.81		138,873
Leyland Private Asset Management	12/12/2013	\$3,478.13		13,125
Leyland Private Asset Management	13/12/2013	\$175,298.31		649,253
Leyland Private Asset Management	24/12/2013	\$14,750.00		50,000
Leyland Private Asset Management	27/12/2013	\$29,500.00		100,000
Leyland Private Asset Management	13/01/2014	\$26,000.00		100,000
Leyland Private Asset Management	21/01/2014	\$288.96		1,032
Leyland Private Asset Management	23/01/2014	\$8,400.00		30,000
Leyland Private Asset Management	24/01/2014	\$0.84		3
Leyland Private Asset Management	28/01/2014	\$10,897.04		38,918
Leyland Private Asset Management	7/02/2014	\$25,827.19		92,741

Annexure B - Details of present registered holders

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
Leyland Private Asset Management	3rd Pulitano Incorporation Pty Ltd <Giuseppe Pulitano Family A/C> GPO Box 2724, Melbourne VIC 3001	3rd Pulitano Incorporation Pty Ltd <Giuseppe Pulitano Family A/C> GPO Box 2724, Melbourne VIC 3001	2,632,379 Ordinary Fully Paid Shares
Leyland Private Asset Management	ALLTOGETHER PTY LTD <Sam Aaron Hupert Family A/C> GPO Box 2724, Melbourne VIC 3001	ALLTOGETHER PTY LTD <Sam Aaron Hupert Family A/C> GPO Box 2724, Melbourne VIC 3001	200,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Avenue Athol Pty Ltd <Stuart Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Avenue Athol Pty Ltd <Stuart Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	792,545 Ordinary Fully Paid Shares
Leyland Private Asset Management	Bonasea Pty Ltd <R D Murphy Family A/C> GPO Box 2724, Melbourne VIC 3001	Bonasea Pty Ltd <R D Murphy Family A/C> GPO Box 2724, Melbourne VIC 3001	100,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Cavala Pty Ltd <Daphne Turnbull S/F A/C> GPO Box 2724, Melbourne VIC 3001	Cavala Pty Ltd <Daphne Turnbull S/F A/C> GPO Box 2724, Melbourne VIC 3001	150,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Crypal Pty Ltd <Trembath Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Crypal Pty Ltd <Trembath Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	255,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Dene Nominees Pty Ltd <Burrows Retirement Fund A/C> GPO Box 2724, Melbourne VIC 3001	Dene Nominees Pty Ltd <Burrows Retirement Fund A/C> GPO Box 2724, Melbourne VIC 3001	870,207 Ordinary Fully Paid Shares
Leyland Private Asset Management	Derida Pty Ltd <The Derida A/C> GPO Box 2724, Melbourne VIC 3001	Derida Pty Ltd <The Derida A/C> GPO Box 2724, Melbourne VIC 3001	185,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	DPC Administration Pty Ltd <Allan J Myers S/F A/C> GPO Box 2724, Melbourne VIC 3001	DPC Administration Pty Ltd <Allan J Myers S/F A/C> GPO Box 2724, Melbourne VIC 3001	120,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Dr Brett Edward Morgan-Evens GPO Box 2724, Melbourne VIC 3001	Dr Brett Edward Morgan-Evens GPO Box 2724, Melbourne VIC 3001	400,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Erasmuss Nominees Pty Ltd <Singh Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Erasmuss Nominees Pty Ltd <Singh Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	706,427 Ordinary Fully Paid Shares
Leyland Private Asset Management	Frohshiber Pty Ltd GPO Box 2724, Melbourne VIC 3001	Frohshiber Pty Ltd GPO Box 2724, Melbourne VIC 3001	200,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Gemkhe Pty Ltd <K & M Burge S/F A/C> GPO Box 2724, Melbourne VIC 3001	Gemkhe Pty Ltd <K & M Burge S/F A/C> GPO Box 2724, Melbourne VIC 3001	82,099 Ordinary Fully Paid Shares
Leyland Private Asset Management	Golden Arch (QLD) Pty Ltd <The Whistler A/C> GPO Box 2724, Melbourne VIC 3001	Golden Arch (QLD) Pty Ltd <The Whistler A/C> GPO Box 2724, Melbourne VIC 3001	1,137,393 Ordinary Fully Paid Shares
Leyland Private Asset Management	HATSU Pty Limited <McClellan Family A/C> GPO Box 2724, Melbourne VIC 3001	HATSU Pty Limited <McClellan Family A/C> GPO Box 2724, Melbourne VIC 3001	117,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Jord Investments Pty Ltd <Borensztajn Family SF A/C> GPO Box 2724, Melbourne VIC 3001	Jord Investments Pty Ltd <Borensztajn Family SF A/C> GPO Box 2724, Melbourne VIC 3001	268,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Kambo Property Holdings Pty Ltd <The Memphis Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Kambo Property Holdings Pty Ltd <The Memphis Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	50,000 Ordinary Fully Paid Shares

Leyland Private Asset Management	Lam K + L Medical Services Pty Ltd <Superfund Account > GPO Box 2724, Melbourne VIC 3001	Lam K + L Medical Services Pty Ltd <Superfund Account > GPO Box 2724, Melbourne VIC 3001	204,999 Ordinary Fully Paid Shares
Leyland Private Asset Management	Leibler Superannuation Nominees Pty Ltd <Leibler Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Leibler Superannuation Nominees Pty Ltd <Leibler Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	800,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Maxjab Pty Ltd <J D Crowe S/F A/C> GPO Box 2724, Melbourne VIC 3001	Maxjab Pty Ltd <J D Crowe S/F A/C> GPO Box 2724, Melbourne VIC 3001	200,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Miss Cecilia Josephine Myers GPO Box 2724, Melbourne VIC 3001	Miss Cecilia Josephine Myers GPO Box 2724, Melbourne VIC 3001	150,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Andrew Clarke Snowdon + Mrs Catherine Florence Snowdon <Tartan S/F A/C> GPO Box 2724, Melbourne VIC 3001	Mr Andrew Clarke Snowdon + Mrs Catherine Florence Snowdon <Tartan S/F A/C> GPO Box 2724, Melbourne VIC 3001	100,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Anthony Geoffrey + Mrs Maryed Hartnell <Hartnell Retirement Fund A/C> GPO Box 2724, Melbourne VIC 3001	Mr Anthony Geoffrey + Mrs Maryed Hartnell <Hartnell Retirement Fund A/C> GPO Box 2724, Melbourne VIC 3001	200,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Benjamin Koppel + Mrs Sarah Koppel <Benjamin & Sarah Koppel S/F A/C> GPO Box 2724, Melbourne VIC 3001	Mr Benjamin Koppel + Mrs Sarah Koppel <Benjamin & Sarah Koppel S/F A/C> GPO Box 2724, Melbourne VIC 3001	650,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Christopher Hosking + Mrs Marcia Hosking <Hosking Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Mr Christopher Hosking + Mrs Marcia Hosking <Hosking Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	120,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Colin Paterson + Mrs Arlene Faye Paterson GPO Box 2724, Melbourne VIC 3001	Mr Colin Paterson + Mrs Arlene Faye Paterson GPO Box 2724, Melbourne VIC 3001	501,409 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Daniel Wajnblum GPO Box 2724, Melbourne VIC 3001	Mr Daniel Wajnblum GPO Box 2724, Melbourne VIC 3001	250,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr David Dippie + Mrs Joanne Dippie + Bramwell Grossman Trustees Ltd <Dippie Family A/C> GPO Box 2724, Melbourne VIC 3001	Mr David Dippie + Mrs Joanne Dippie + Bramwell Grossman Trustees Ltd <Dippie Family A/C> GPO Box 2724, Melbourne VIC 3001	1,028,992 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Israel Goldberg + Mrs Yael Goldberg < I & Y Goldberg S/F A/C > GPO Box 2724, Melbourne VIC 3001	Mr Israel Goldberg + Mrs Yael Goldberg < I & Y Goldberg S/F A/C > GPO Box 2724, Melbourne VIC 3001	200,235 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr John Jerome Matthias Myers GPO Box 2724, Melbourne VIC 3001	Mr John Jerome Matthias Myers GPO Box 2724, Melbourne VIC 3001	200,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr John Patrick Canning + Mrs Mary Catherine Canning <The Canno Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Mr John Patrick Canning + Mrs Mary Catherine Canning <The Canno Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	100,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Mark Owen Jones + Mrs Norma Ruth Jones GPO Box 2724, Melbourne VIC 3001	Mr Mark Owen Jones + Mrs Norma Ruth Jones GPO Box 2724, Melbourne VIC 3001	75,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Michael Bruce Smith + Mrs Kay Smith <M & K Smith S/F A/C> GPO Box 2724, Melbourne VIC 3001	Mr Michael Bruce Smith + Mrs Kay Smith <M & K Smith S/F A/C> GPO Box 2724, Melbourne VIC 3001	1,100,000 Ordinary Fully Paid Shares

Leyland Private Asset Management	Mr Peter Storey + Mrs Sonja Nagel <Storey-Nagel Medical S/F A/C> GPO Box 2724, Melbourne VIC 3001	Mr Peter Storey + Mrs Sonja Nagel <Storey-Nagel Medical S/F A/C> GPO Box 2724, Melbourne VIC 3001	248,054 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Roger Adrian Lenne GPO Box 2724, Melbourne VIC 3001	Mr Roger Adrian Lenne GPO Box 2724, Melbourne VIC 3001	821,094 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Roger Graeme Featherston + Mrs Joanna Robyn Featherston <The Featherston S/F A/C> GPO Box 2724, Melbourne VIC 3001	Mr Roger Graeme Featherston + Mrs Joanna Robyn Featherston <The Featherston S/F A/C> GPO Box 2724, Melbourne VIC 3001	320,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Stephen Nicholas Aroney + Mrs Sophia Nectaria Aroney <Merlyn S/F A/C> GPO Box 2724, Melbourne VIC 3001	Mr Stephen Nicholas Aroney + Mrs Sophia Nectaria Aroney <Merlyn S/F A/C> GPO Box 2724, Melbourne VIC 3001	175,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mrs Annabelle Victoria Jones 85 Carter St, Middle Park VIC 3216	Mrs Annabelle Victoria Jones 85 Carter St, Middle Park VIC 3216	25,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mrs Daphne Janet Turnbull GPO Box 2724, Melbourne VIC 3001	Mrs Daphne Janet Turnbull GPO Box 2724, Melbourne VIC 3001	100,167 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mr Geoffrey Alan McClellan + Ms Diana Jane Bitcon <McBitcon Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Mr Geoffrey Alan McClellan + Ms Diana Jane Bitcon <McBitcon Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	100,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Mrs Susie Heidi Brookes GPO Box 2724, Melbourne VIC 3001	Mrs Susie Heidi Brookes GPO Box 2724, Melbourne VIC 3001	605,277 Ordinary Fully Paid Shares
Leyland Private Asset Management	Ms Anne Maree Howley GPO Box 2724, Melbourne VIC 3001	Ms Anne Maree Howley GPO Box 2724, Melbourne VIC 3001	125,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Ms Jane Marian Walker GPO Box 2724, Melbourne VIC 3001	Ms Jane Marian Walker GPO Box 2724, Melbourne VIC 3001	211,501 Ordinary Fully Paid Shares
Leyland Private Asset Management	Myers Family Holdings Pty Ltd <Myers Family Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Myers Family Holdings Pty Ltd <Myers Family Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	1,099,190 Ordinary Fully Paid Shares
Leyland Private Asset Management	Nick Makridis & Associates Pty Ltd <Mak Superannuation Fund A/C> GPO Box 2724, Melbourne VIC 3001	Nick Makridis & Associates Pty Ltd <Mak Superannuation Fund A/C> GPO Box 2724, Melbourne VIC 3001	321,173 Ordinary Fully Paid Shares
Leyland Private Asset Management	Outlook Drive Investments Pty Ltd GPO Box 2724, Melbourne VIC 3001	Outlook Drive Investments Pty Ltd GPO Box 2724, Melbourne VIC 3001	700,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	P & J Capital Pty Limited <The King Family Fund A/C> GPO Box 2724, Melbourne VIC 3001	P & J Capital Pty Limited <The King Family Fund A/C> GPO Box 2724, Melbourne VIC 3001	175,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Pentrans Cargo Pty Ltd <Pentrans Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Pentrans Cargo Pty Ltd <Pentrans Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	247,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	PEP (Aust) Pty Ltd <Security Mail Serv S/F A/C> GPO Box 2724, Melbourne VIC 3001	PEP (Aust) Pty Ltd <Security Mail Serv S/F A/C> GPO Box 2724, Melbourne VIC 3001	100,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Petersen Investments Co Pty Limited<Petersen Family A/C> GPO Box 2724, Melbourne VIC 3001	Petersen Investments Co Pty Limited<Petersen Family A/C> GPO Box 2724, Melbourne VIC 3001	207,547 Ordinary Fully Paid Shares

Leyland Private Asset Management	Polheim Pty Ltd GPO Box 2724, Melbourne VIC 3001	Polheim Pty Ltd GPO Box 2724, Melbourne VIC 3001	80,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Rokeba Nominees Proprietary Limited <The Silman Property No 2 A/C> GPO Box 2724, Melbourne VIC 3001	Rokeba Nominees Proprietary Limited <The Silman Property No 2 A/C> GPO Box 2724, Melbourne VIC 3001	600,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	S M & R W Brown Pty Ltd < Robert & Sally Brown S/F A/C > GPO Box 2724, Melbourne VIC 3001	S M & R W Brown Pty Ltd < Robert & Sally Brown S/F A/C > GPO Box 2724, Melbourne VIC 3001	1,100,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Sam Investors Pty Ltd <The Milenda A/C> GPO Box 2724, Melbourne VIC 3001	Sam Investors Pty Ltd <The Milenda A/C> GPO Box 2724, Melbourne VIC 3001	370,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Templefield Pty Ltd <M Silman S/F A/C> GPO Box 2724, Melbourne VIC 3001	Templefield Pty Ltd <M Silman S/F A/C> GPO Box 2724, Melbourne VIC 3001	200,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	Trend Lighting Co Pty Ltd < Proton Super Fund A/C > GPO Box 2724, Melbourne VIC 3001	Trend Lighting Co Pty Ltd < Proton Super Fund A/C > GPO Box 2724, Melbourne VIC 3001	650,000 Ordinary Fully Paid Shares
Leyland Private Asset Management	W H List & Son Pty Ltd GPO Box 2724, Melbourne VIC 3001	W H List & Son Pty Ltd GPO Box 2724, Melbourne VIC 3001	499,960 Ordinary Fully Paid Shares
Leyland Private Asset Management	Zanoda Pty Ltd <Zanoda Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	Zanoda Pty Ltd <Zanoda Super Fund A/C> GPO Box 2724, Melbourne VIC 3001	500,000 Ordinary Fully Paid Shares

Individually Managed Account Application

Wholesale Clients



Leyland
Private Asset Management

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Introduction

- A. Leyland Private Asset Management Pty Ltd (LPAM) ABN: 75 081 890 799 of Suite 2, Level 3, 20 Collins St, Melbourne Vic 3000 Australia is authorised to provide Managed Discretionary Account Services under Australian Financial Services Licence 223419.
- B. The Client wishes to engage LPAM to manage its investments and cash in its Portfolio as it may be from time to time.
- C. This agreement sets out the terms and conditions upon which LPAM agrees to manage the Client's Portfolio.
- D. This agreement contains the application forms necessary to open an Individually Managed Account (IMA)
- E. This Application is for Wholesale Clients within the meaning of the Corporations Act 2001 only. Please only complete this Application if you fall within any of the categories identified below.
- F. This version of the application form is dated 5 December 2014.

By completing this Application, you declare that you are a Wholesale Client within the meaning of the Corporations Act 2001 on the basis of the reasons set out below (Please Select Appropriate Option(s))

<input type="checkbox"/>	1. The value of the financial product to which the financial service relates, equals or exceeds \$500,000.								
<input type="checkbox"/>	2. Financial services under this Application will be provided to a business that has 100 or more employees (if the business is or includes manufacturing of goods) or 20 or more employees (if the business is otherwise).								
<input type="checkbox"/>	<p>3. You have a certificate from a qualified accountant stating that you have either:</p> <ul style="list-style-type: none"> • net assets of at least \$2.5 million; or • gross income for each of the last 2 financial years of at least \$250,000 a year. <p>Please provide us with a copy of the certificate. The certificate must show the name of accountant and their class of membership of the appropriate professional body (see below), the date of issue (must be within the past 2 years) and a statement that the certificate had been issued pursuant to section 761G(7) and section 708(8) of the Corporations Act.</p> <p>A qualified accountant is a person who is a member of the following associations with the following membership classifications and who continues to meet the relevant continuing professional education requirements:</p> <table border="1"> <thead> <tr> <th>Professional Body</th> <th>Declared Membership Classification</th> </tr> </thead> <tbody> <tr> <td>The Institute of Chartered Accountants of Australia</td> <td>CA, ACA and FCA</td> </tr> <tr> <td>CPA Australia</td> <td>CPA and FCPA</td> </tr> <tr> <td>National Institute of Accountants in Australia</td> <td>PNA, FPNA, MINA and FINA</td> </tr> </tbody> </table>	Professional Body	Declared Membership Classification	The Institute of Chartered Accountants of Australia	CA, ACA and FCA	CPA Australia	CPA and FCPA	National Institute of Accountants in Australia	PNA, FPNA, MINA and FINA
Professional Body	Declared Membership Classification								
The Institute of Chartered Accountants of Australia	CA, ACA and FCA								
CPA Australia	CPA and FCPA								
National Institute of Accountants in Australia	PNA, FPNA, MINA and FINA								
<input type="checkbox"/>	4. You hold an Australian Financial Services Licence								
<input type="checkbox"/>	<p>5. You are a body regulated by APRA, other than a trustee of any of the following (within the meaning of the Superannuation Industry (Supervision) Act 1993):</p> <ul style="list-style-type: none"> i. a superannuation fund; ii. an approved deposit fund; iii. a pooled superannuation trust; iv. a public sector superannuation scheme 								
<input type="checkbox"/>	6. You are a body registered under the Financial Corporations Act 1974								

<input type="checkbox"/>	<p>7. You are the trustee of:</p> <ul style="list-style-type: none"> i. a superannuation fund; or ii. an approved deposit fund; or iii. a pooled superannuation trust; or iv. a public sector superannuation scheme; <p>within the meaning of the Superannuation Industry (Supervision) Act 1993 and the fund, trust or scheme has net assets of at least \$10 million</p>
<input type="checkbox"/>	8. You control at least \$10 million (including any amount held by an associate or under a trust you manage)
<input type="checkbox"/>	9. You are a listed entity, or a related body corporate of a listed entity
<input type="checkbox"/>	10. You are an exempt public authority
<input type="checkbox"/>	<p>11. You are a body corporate, or an unincorporated body, that:</p> <ul style="list-style-type: none"> i. carries on a business of investment in financial products, interests in land or other investments; ii. for those purposes, invests funds received (directly or indirectly) following an offer or invitation to the public, within the meaning of section 82 of the Corporations Act 2001, the terms of which provided for the funds subscribed to be invested for those purposes.
<input type="checkbox"/>	12. You are a foreign entity that, if established or incorporated in Australia, would be covered by any of items 2 to 10.
<input type="checkbox"/>	13. You have been authorised by us as a sophisticated investor under section 761GA of the Corporations Act.

Operative clauses

1. Definitions

Australian bank has the meaning given in the Corporations Act;

Corporatoins Act means the Corporations Act 2001 (Cwth);

Business Day means any day on which banks are open in New South Wales;

Portfolio means the Client's securities and cash and other investments;

Power of Attorney means the power of attorney granted by the Client in favour of LPAM which forms part of this Client Application.

2. Administration and Portfolio Reports

2.1 LPAM will make available to the Client, if the Client agrees or has agreed on or before the date the client signs this Application Form, electronic access to information pertaining to their account, including:

- (a) all transactions up to a date no more than 48 hours before the time of access, including details of the fees charged by LPAM during the relevant period; and
- (b) a statement of the time at which the information is current; and
- (c) a reasonably current valuation of the Portfolio at that time.

2.2 Without limiting the generality of the Power of Attorney, the Client acknowledges that all paperwork in relation to the Portfolio will be directly sent to LPAM, including statutory reports and statements. The Client may receive a copy of these directly by written request to LPAM.

3. Services

3.1 The Client allows LPAM full authority at LPAM's discretion and without prior reference to the Client to enter into transactions on the Client's behalf of the following types:

- (a) acquisitions or disposals of securities listed for quotation on the Australian Securities Exchange;
- (b) acquisitions or disposals of hybrid products listed on the Australian Securities Exchange;
- (c) acquisitions or disposals of deposits at interest with any cash management trust or with any Australian bank;
- (d) acquisitions or disposals of government bonds issued by the Commonwealth Government or by an Australian State Government or Semi Government Authority;
- (e) acquisitions or disposals of bills of exchange, promissory notes or orders for the payment of money drawn or endorsed by any Australian bank;
- (f) acquisitions or disposals of units in a collective investment fund or managed investment scheme;
- (g) acquisitions or disposals of any other or additional investments or classes of investments specified or approved by the Client in writing from time to time;
- (h) application for non listed securities;
- (i) subscribing for rights or options issues for listed or quoted securities;
- (j) opening bank accounts including, where the Client is a wholesale Client, entering into margin lending agreements on behalf of the Client;
- (k) exercising any rights that relate to the Client's investments held in the Portfolio including rights in relation to sale, consenting to corporate actions and making dividend or distribution re-investments; or
- (l) the provision of such other services as may be agreed between the Client and LPAM in writing.

4. Fees and Charges

- 4.1 LPAM will charge a management fee ("Management Fee") to the Client pursuant to this agreement of 0.5%, or any other amount as agreed by the parties in writing, of the value of the Portfolio per calendar quarter.
- 4.2 The Management Fee is calculated on the Portfolio valuation at the beginning of each quarter (ie: 1st January, 1st April, 1st July, 1st October) (the "Valuation Date").
- 4.3 The Management Fee will be charged to the Client at the beginning of each quarter (ie: quarterly in advance).
- 4.4 The value of the Portfolio will be determined by LPAM using the last sale price or closest reasonable estimate of each of the securities or investments, including cash in the Portfolio at the close of business on the relevant Valuation Date. If the Valuation Date is not a Business Day then the valuation will be the value as at the close of business on the last Business Day before the Valuation Date. If there is no listed or liquid market in any such security or investment then LPAM will use the most recent historical price or closest reasonable estimate at LPAM's discretion.
- 4.5 LPAM reserves the right to pass on to the Client any out of pocket expenses or third party charges incurred by LPAM in carrying out its rights and obligations pursuant to this agreement. These will be deducted from the client's cash account (subject to section 4.7), as and when they fall due and the amounts so deducted will be reported to the Client.
- 4.6 If a Client account is opened with LPAM before the end of a quarter then the first Management Fee will be charged in advance and calculated on a pro rata basis to the end of the quarter, based upon the opening valuation of the Portfolio and the period remaining until the end of that quarter.
- 4.7 Any fees and charges incurred under this agreement will be deducted by LPAM from the Client's cash account. In the event that there are insufficient funds in the cash account then LPAM will be entitled under Section 9 of this agreement to sell sufficient Client investments in the Portfolio to meet the obligations. In the event that there are insufficient Client investments in the Portfolio to meet the fees and charges incurred, then the balance owing will be invoiced to the Client and the Client will be obligated to pay within 7 days.

5. Conflicts of interest

- 5.1 The Client acknowledges that when LPAM effects a transaction for the Client, LPAM, an associated company or some other person connected with LPAM, may have received or may receive a commission or fee (other than from the Client) or any other benefit or advantage in relation to the transaction concerned or may have an interest which may reasonably be expected to be capable of influencing LPAM in carrying out the transactions for the Client.
- 5.2 Underwriters or float managers may from time to time pay a fee or commission for clients subscribing to their IPO's and placements. The fee generally ranges from 1% to 4% of the amount raised.
- 5.3 Details of any interests other than those listed will be disclosed to the Client prior to or at the time of carrying out a transaction for the Client under this agreement.

6. Non exclusivity

- 6.1 The Client acknowledges that:
 - (a) LPAM has no obligation to purchase or sell for the Client's account, any investment which LPAM purchases or sells for its own account or for the account of another customer; and
 - (b) LPAM may give advice and take action in the performance of its duties for other customers which differs from advice given and action taken in relation to the Client's Portfolio.

7. Client's Investments and Warranties

- 7.1
 - (a) All securities purchased through LPAM will be registered in the Client's name.
 - (b) All cash accounts will be held in a separate account registered in the Client's name.
 - (c) The client retains legal and beneficial ownership of the portfolio.
- 7.2 Subject to the Client's instructions LPAM may, at its discretion, reinvest all dividends, interest payments and other rights accruing to the Client on investments which LPAM holds on the Client's behalf.
- 7.3 The Client warrants that:
 - (a) it is and remains the beneficial owner of any investment which LPAM holds on the Client's behalf; and
 - (b) it will not deal with its investments without first notifying LPAM in writing of its proposed dealings; and
 - (c) its investments are and will remain free of all encumbrances except where the Client specifically notifies LPAM in writing of such encumbrances.
- 7.4 Unless LPAM receives such notification from the Client, the Client agrees to release LPAM from, and indemnify LPAM fully against, any loss or liability incurred by LPAM arising out of or in connection with the Client's investment being other than as warranted in this clause.

8. Right to retain the Client's Funds

- 8.1 The Client acknowledges that subject to the Corporations Act, LPAM may make a withdrawal or deduction from any moneys it is holding or managing for the Client if:
 - (a) the withdrawal or deduction is to make a payment to, or in accordance with the written directions of the Client; or
 - (b) the withdrawal or deduction is to pay brokerage or any other charge pursuant to this agreement; or
 - (c) the withdrawal or deduction is to make an investment on the Client's behalf pursuant to this agreement; or
 - (d) the withdrawal or deduction is to make a payment that is otherwise authorised under the Corporations Act or any other law;
 - (e) the withdrawal or deduction is to pay the Management Fees and any other money payable from time to time to LPAM under the agreement.
- 8.2 Paragraph 8.1 above does not affect a lawful claim or lien that LPAM may have:
 - (a) against or on money held in the Portfolio; or
 - (b) before money received for the purchase of securities or from the sale of securities is paid into the Client's cash account.
- 8.3 If LPAM withdraws from the Portfolio some or all of the amount of a cheque received from the Client that has been paid into the Client's cash account or LPAM's account and if payment of the cheque is later refused, the Client releases LPAM from and indemnifies and undertakes to keep indemnified LPAM fully against, any loss or liability incurred by LPAM arising out of or in connection with the non-payment of the Client's cheque.

9. Power of Sale over the Client's Investments

- 9.1 Subject to the Corporations Act, LPAM reserves the right to sell or retain or exercise a lien over some or all of the Client's investments in the Portfolio which are held by LPAM under this agreement or otherwise if:
- (a) the Client defaults in any payment obligation which the Client has to LPAM whether under this agreement or otherwise;
 - (b) the amount of the Client's money available to LPAM in cleared funds at the due date of settlement is insufficient to meet a payment obligation incurred on the Client's behalf; or
 - (c) this agreement has been terminated and funds are not forthcoming to enable LPAM to settle transactions initiated on the Client's behalf and which have not been completed at the time of such termination.

10. Release and Indemnity

- 10.1 To the extent permitted by law, the Client agrees to release LPAM, its directors, officers, employees and agents from, and indemnify each of them fully against, any loss or liability incurred by LPAM arising out of or in connection with this agreement, any conduct or omission under this agreement or any orders or instructions given to LPAM by the Client or on account of any investment decision made by LPAM for the Client except insofar as any loss or liability is finally judicially determined by a court of competent jurisdiction to have been caused by the gross negligence, fraud, dishonesty or bad faith of LPAM.
- 10.2 The release and indemnity in section 10.1:
- (a) includes, without limitation, any liability for legal costs, expenses or charges on a full indemnity basis and for the costs of and liabilities involved in dealing with, negotiating, arbitrating or settling any claim or demand or any examination, investigation, inspection or proceeding; and
 - (b) is for LPAM's benefit or to the extent that clause 10.1 confers a benefit on others then each of those others who may enforce it as if they were a party to this agreement or LPAM may enforce it on their behalf.

11. Limitation of Liability

- 11.1 Except in the case of fraud, gross negligence or breach of contract, to the extent permitted by law, any liability on LPAM's part for damages for or in respect of any claim arising out of or in connection with this agreement, any conduct or omission under this agreement or any orders or instructions given to LPAM by the Client or on account of any investment decision made by LPAM shall not in any event exceed the aggregate amount of management fees which LPAM have received from the Client under this agreement over the twelve (12) month period preceding the making of the claim.
- 11.2 The limitation in section 11.1 is the maximum aggregate amount which the Client may recover in respect of all claims made against LPAM and not for each claim separately if more than one.

12. Changes

- 12.1 LPAM or the Client may amend this agreement by way of providing written notice to the other of them describing the relevant changes.
- 12.2 However, any such amendment which LPAM or the Client may request will only become effective when LPAM or the Client (as the case may be) receives a letter from the other of them setting out the amendment concerned and that party provides a written consent to that amendment.
- 12.3 No amendment will affect any outstanding order or transaction or any legal rights or obligations which may already have arisen.
- 12.4 LPAM has the right to amend the IMA Agreement on giving 30 days written notice to the Client.

13. Termination

13.1 The Client may terminate this agreement by giving LPAM two (2) weeks written notice. The Client acknowledges that:

- (a) the termination will not affect any rights or obligations which may already have arisen or any prospective or future rights or obligations under sections 7, 8, 9, 10 and 14;
- (b) without limiting 13.1(a) above the release, indemnity and limitation of liability in sections 10 and 11 survive the termination of this agreement; and
- (c) after receipt of the Client's notice LPAM will not manage the Client's Portfolio on a discretionary basis but LPAM will act only on the Client's specific instructions.

13.2 LPAM may terminate this agreement by giving the Client two (2) weeks' written notice and the obligations of LPAM and the Client in such an instance will be as in 13.1(a), 13.1(b) and 13.1(c) above.

13.3 LPAM reserves the right to terminate this agreement forthwith, if:

- (a) the Client becomes bankrupt, insolvent or unable to pay its debts as and when they fall due;
 - (b) an administrator, administrative receiver or manager or other similar officer is appointed over all or part of the Client's assets; or
 - (c) execution or distress is levied against any or all of the Client's assets;
- and in each case the obligation of LPAM and the Client will be as set out in 13.1 above.

14. Confidentiality

14.1 A party may only use confidential information if necessary to perform that party's obligations under this agreement or the other party consents to the use.

14.2 A party may only disclose confidential information:

- (a) on a confidential basis to that party's professional advisers;
- (b) if required by law;
- (c) to the extent necessary to perform that party's obligations under this agreement; or
- (d) if the other party consents to the disclosure.

14.3 In this clause, confidential information is:

- (a) any term of this agreement;
- (b) any information acquired by a party for the purpose of, or under the terms of, this agreement.

15. LPAM Obligations

15.1 LPAM agrees to:

- (a) perform its obligations under this agreement honestly and with reasonable care and diligence;
- (b) act in the best interest of the Client and, if there is a conflict between the Client's and its own interests, give priority to the Client's interest; and
- (c) not make use of any information acquired through the use of being a provider of financial services to the Client in order to gain an improper advantage over or cause any detriment to the Client.

16. Assignment

16.1 A party may only assign its rights or obligations under this agreement with the written consent of the other party.

17. No waiver

17.1 A party may only waive a breach of this agreement in writing signed by that party or its authorised representative. A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past breaches).

18. Entire agreement

18.1 This document records the entire agreement between the parties and acknowledge that neither party has given any warranty or made any representation to the other party about the subject matter of this agreement, other than those warranties and representations appearing in this document.

19. Notice

19.1 Notice must be in writing and in English, and may be given by an authorised representative of the sender.

19.2 Notice may be given to a person:

- (a) personally;
- (b) by leaving it at the address in this document;
- (c) by sending it by pre-paid mail to the person's address;
- (d) by sending it by facsimile to the person's facsimile number and then confirming it by pre-paid mail to the person's address;
- (e) by sending it by e-mail to the person's e-mail address contained in this document.

19.3 Notice is deemed to be received by a person:

- (a) when left at the person's address listed below;
- (b) if sent by pre-paid mail, 3 Business Days after posting;
- (c) if sent by facsimile or email when receipt is confirmed;

However, if the notice is deemed to be received on a day which is not a Business Day or after 5pm, it is deemed to be received at 9am on the next Business Day.

19.4 If two or more people comprise a party, notice to one is effective notice to all.

20. Governing law

20.1 This agreement is governed by the law of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the division of the Federal Court of Australia in that jurisdiction, and the courts of appeal from them. No party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

21. Miscellaneous

21.1 In signing this Agreement the Client specifically acknowledges that there is no guarantee or representation to the Client in relation to the performance of any or all investments in the Portfolio, furthermore the Client acknowledges that there is a risk of losing 100% of the Portfolio. If there is a loan attached to the Portfolio the client acknowledges that they may lose in excess of 100% of the Portfolio.

21.2 No Cooling off period applies to this agreement

21.3 The Client should obtain independent legal advice prior to signing this agreement.

22. Interpretation

22.1 In this agreement, unless the context otherwise requires:

- (a) the Introduction is correct;
- (b) headings do not affect interpretation;
- (c) singular includes plural and plural includes singular;
- (d) words of one gender include any gender;
- (e) reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- (f) reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- (g) reference to a party includes that party's personal representatives, successors and permitted assigns;
- (h) reference to a thing (including a right) includes a part of that thing;
- (i) reference to two or more persons means each of them individually and any two or more of them jointly;
- (j) if a party comprises two or more persons:
 - (1) reference to a party means each of the persons individually and any two or more of them jointly;
 - (2) a promise by that party binds each of them individually and all of them jointly;
 - (3) a right given to that party is given to each of them individually;
 - (4) a representation, warranty or undertaking by that party is made by each of them individually;
- (k) a provision must not be construed against a party only because that party prepared it;
- (l) a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed;
- (m) another grammatical form of a defined expression has a corresponding meaning;
- (n) an expression defined in the Corporations Act has the meaning given by the Act at the date of this agreement.

Application Form

Client Details:

Account Name:

Account Designation:

If acting as a trustee for a trust, please indicate the name of the trust

Trust Name:

Tax File Number:

You should include the Tax File Number (TFN) of each applicant signing or in the case of a company, fund or trust account, that body's TFN. Collection of TFN's is authorised by the Australian Taxation Office. It is not compulsory to quote a TFN however if you choose not to, you will be charged withholding tax at the highest rate.

TFN:

Or Exemption:

TFN:

Or Exemption:

ACN / ARBN: *For company or registered body application only*

ACN:

ARBN:

Contact Details:

Please provide the personal and contact details for an individual, trustee, custodian or company director.

Please note that if you are transferring securities, your postal address should be EXACTLY the same as on your last holding statement.

Account Holder 1 / Director 1:

Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other

Date of Birth:

Family Name:

Given Name/s:

Contact Ph:

Fax:

Mobile:

Email:

☐ I wish to obtain portfolio and account details electronically. I understand and agree that electronic access allows me to download all reports, including quarterly reports in lieu of LPAM sending these to me.

Account Holder 2 / Director 2 / Company Secretary:

Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other

Date of Birth:

Family Name:

Given Name/s:

Contact Ph:

Fax:

Mobile:

Email:

☐ I wish to obtain portfolio and account details electronically. I understand and agree that electronic access allows me to download all reports, including quarterly reports in lieu of LPAM sending these to me.

Residential / Business Address: *(PO Box addresses cannot be accepted)*

Please provide a residential address for individual or joint accounts. For company accounts, please provide the registered business address.

Address:

Suburb/City:

State:

Postcode:

Country:

Postal Address: *(if different from above)*

Address:

Suburb/City:

State:

Postcode:

Country:

CHESS Sponsorship Transfer

Please attach a copy of your chess or issuer sponsored holding statements.

Name of Existing Sponsoring Broker:

HIN to be transferred:

☐ I/we authorise the transfer of all securities held under the HIN listed above.

Identification

Due to the "Anti-Money Laundering/Counter-Terrorism Financing Act 2006" (AML/CTF Act), financial advisers and service providers are required to collect, verify and store specific customer information before arranging or providing certain designated services. You can find out more information about the compliance obligations of the AML/CTF Act at <http://www.austrac.gov.au>.

Please provide identification documents from the list below.

The following documents can be provided:

- 1) An original /certified copy of a Primary Document with a photograph; or
- 2) An original/certified copy of a Primary Document without a photograph plus a Secondary Document

OR

Primary Documents with Photograph:	
Australian Passport (Current or < 2 Years Expired)	<input type="checkbox"/>
Current Foreign Passport	<input type="checkbox"/>
Current Australian Driver's Licence	<input type="checkbox"/>
Proof of Age Card issued under law of an Australian State or Territory	<input type="checkbox"/>

Primary Documents without a Photograph:	
Birth Certificate (Australian or Foreign) or Extract (Australian Only)	<input type="checkbox"/>
Australian Citizenship Certificate	<input type="checkbox"/>
Current Benefits Card (e.g. Pension Card, Veterans Affairs, Health Care)	<input type="checkbox"/>
PLUS	
Secondary Documents:	
Rating Authority - Bill Sighted (< 3 months old)	<input type="checkbox"/>
Public Utility Records – Bill Sighted (< 3 months old)	<input type="checkbox"/>
Australian Taxation Office notice (< 12 months old)	<input type="checkbox"/>

International ID requirements

Any **two** of the following originally certified primary identification items

Primary Documents:	
Passport containing full name, date of birth, photograph and signature of the client	<input type="checkbox"/>
Drivers Licence containing residential address	<input type="checkbox"/>
Birth certificate where the passport or drivers licence does not show all the information stipulated	<input type="checkbox"/>
National identity card containing photo, date of birth and signature	<input type="checkbox"/>
PLUS	
Secondary Documents:	
An originally certified copy of a bank statement showing full name, residential address and account numbers, and	<input type="checkbox"/>
Advice of occupation (i.e. payslip)	<input type="checkbox"/>

Additional Information

Please provide specific information in relation to the type of account being opened. If an account is being opened as a trust please provide relevant information for the trust and trustee of the account, eg. John Citizen as trustee for Citizen Family Account. Please note that a trustee may take the form of an individual, company or both.

For all account types please provide suitable identification as outlined elsewhere in these documents. (Please ✓ one only)

☐ Individuals in the Capacity of a Sole Trader

Full Business Name:
Principle Business Address:
Suburb/City: State: Postcode: Country:

☐ Company

Principle Business Address:
Suburb/City: State: Postcode: Country:
Nature of Business Activities:

ASIC registration status: Proprietary Company ☐ Public Company ☐

Directors Names: Director 1: Director 2:
Director 3: Director 4:

Details of individuals owning greater than 25% issued capital:

Individual 1 - Name:
Address:
Suburb/City: State: Postcode: Country:

Individual 2 - Name:
Address:
Suburb/City: State: Postcode: Country:

Individual 3 - Name:
Address:
Suburb/City: State: Postcode: Country:

Is the company a subsidiary of a domestic listed public company: Yes: ☐ No: ☐

Where the company is subject to regulatory oversight provide:

Name of regulator: Details of licence:

Please provide a certified Copy of Certificate of Registration

☐ ✓ Tick Where Provided

Please provide Identification for company directors as specified on page 10

☐ ✓ Tick Where Provided

.....
Note: The following information is only required for foreign companies:

Company Address in
Country of Origin:

Address:

Suburb/City: State: Postcode: Country:

Foreign registration status: Proprietary Company: ☐ Public Company: ☐ Other: ☐

If other provide details:

Where registered by a Foreign Body Provide; Identification Issued:

Name of Registering Body:

Originally certified supporting documentation (e.g. certificate of registration of a company) showing the following information must be provided.

Full name of the company	<input type="checkbox"/>	✓ Tick Where Provided
The country which the company was formed	<input type="checkbox"/>	✓ Tick Where Provided
Any identification numbers issued to the company by the applicable registration body upon registration	<input type="checkbox"/>	✓ Tick Where Provided
Details of any exchange listings	<input type="checkbox"/>	✓ Tick Where Provided
Incorporation or registration as registered by the relevant foreign registration body	<input type="checkbox"/>	✓ Tick Where Provided
Whether it is registered as a proprietary or private company;	<input type="checkbox"/>	✓ Tick Where Provided
Full address of the company's principal place of business in that country;	<input type="checkbox"/>	✓ Tick Where Provided
Name of the relevant foreign registration body;	<input type="checkbox"/>	✓ Tick Where Provided
Date upon which the company was first formed, incorporated or registered in its country of formation, incorporation or registration,	<input type="checkbox"/>	✓ Tick Where Provided
Name and address of all directors of the company;	<input type="checkbox"/>	✓ Tick Where Provided
Name and address of the beneficial owners of the company, particular attention should be paid to shareholdings of greater than 25%	<input type="checkbox"/>	✓ Tick Where Provided
Dealer mandates where applicable	<input type="checkbox"/>	✓ Tick Where Provided
Please provide Identification for company directors as specified on page 10:	<input type="checkbox"/>	✓ Tick Where Provided

☐ Trusts & Superannuation Funds

Type of Trust:

Country of Establishment:

Please Provide a Certified Copy of the Trust Deed: ☐ ✓ Tick Where Provided

Please Provide a Certified Copy of Investment Strategy for Superannuation Funds: ☐ ✓ Tick Where Provided

Please provide Identification for trustees as specified on page 10: ☐ ✓ Tick Where Provided

Note: Please also provide details (in the relevant section) for the trustees of the trust.

☐ Partnerships

Country of Establishment:

Nature of Business Activities:

Please Provide a Certified Copy of the Partnership Agreement: ☐ ✓ Tick Where Provided

Please Provide Identification for all partners as specified on page 10: ☐ ✓ Tick Where Provided

☐ Co-Operatives and Associations

Any Separate Business name of the entity:

Unique Registration Number: Name of Registering Body:

Full name of: Chairman:

Secretary:

Treasurer:

Entity objectives:

Please Provide a Certified Copy of the Rules and/or Constitution for Associations: ☐ ✓ Tick Where Provided

Please Provide a Certified Copy of minutes from meetings detailing the above information: ☐ ✓ Tick Where Provided

☐ Government Bodies

Is the government body an entity or emanation of: The Commonwealth of Australia: ☐ State/Territory: ☐

Where Applicable Provide State/Territory Name:

Address of Principle Place of Operations:

Suburb/City: State: Postcode: Country:

Please provide reliable and independent information relating to the government body detailing the above information: ☐ ✓ Tick Where Provided

Please provide details of attached documentation: ☐ ✓ Tick Where Provided

☐ Agents Representing Customers

Where acting as an agent on behalf of a customer please provide the following information in addition to customer information:

Evidence of appointment of as agent of the client: ☐ ✓ Tick Where Provided

Representing Agent Identification: ☐ ✓ Tick Where Provided

Investor Profile

If insufficient room please attached separate pages

At all times we endeavour to provide advice which is appropriate in relation to your individual objectives, current financial situation and needs. In order to do so we request you to complete this client profile in as much detail as possible.

It is important for you to keep us informed of any changes to your risk profile and financial circumstances in order for us to make the appropriate adjustments to your investments.

Objectives

Please provide as much information as possible about your investment objectives including your short term and long term goals. Please also provide guidance on your need for income and franking credits, growth and capital protection.

Investment time horizon

☐ 1-3 years ☐ 3-5 years ☐ 5-7 years ☐ 7-10 years ☐ 10+ years

Current Income

Please provide income details for each account holder in as much detail as possible including your net salary, investment income, pension/allowances and any other sources of income. Please also provide details of your employment including length of employment, detail of job role and employer.

Do you require Income from your investments?

☐ Not at all ☐ Partially ☐ Substantially ☐ Entirely

Assets

Please describe you assets in as much detail as you can, including time held, income received, any short term intentions for disposal, please also include any other details which you believe may be relevant. Please include details of your primary residence, investment properties, superannuation accounts, equity investments and cash investments as applicable, and please provide any attachments/statements as necessary.

Liabilities

Please provide information on your liabilities in as much detail as you can, including whether they are short or long term. Please include any attachments/statements as necessary.

Expenses

Please provide as much information as you can regarding your expenses including mortgage, investment loans, education expenses, motor vehicle expenses, general day to day expenses and any other expenses you believe may be relevant. Please provide any attachments/statements as necessary.

Dependants

Please provide details of any children or other dependants you currently take care of.

Third Party Contacts

Please provide contact details for your accountant and any other third party with whom it may be necessary for us to liaise in relation to your investments. (eg. lawyer, financial planner etc.). By providing these details you authorise disclosure of the account to the third party.

Other Information

If there is any other information which you believe will assist us in the operation of your IMA please detail below.

Limited Power of Attorney

Note: Please ensure that the appointor details are identical to those on the application form.

By this Power of Attorney made on (day) (month) 20 (year)

(Appointor)

hereby appoints Leyland Private Asset Management Pty Ltd ACN 081 890 799 (Leyland Private) and each of its officers, as that expression is defined in the Corporations Act 2001 (Attorney), jointly and severally to be the attorney of the Appointor in the name of and on behalf of the Appointor to:

1. Appointment

In consideration of, amongst other things, the Attorney agreeing to enter into this power of attorney (Power), the Appointor irrevocably appoints each of the Attorney's officers, as that expression is defined in the Corporations Act 2001, as its attorney.

2. Powers

The Attorney is empowered to:

- 2.1 Execute and/or complete an Individually Managed Account Agreement with Leyland Private (IMA Agreement);
- 2.2 Open an account with an ASX market participant in my/our name (Stockbroking Account);
- 2.3 Open and operate a cash management account (CMT) in my name;
- 2.4 Open and operate a bank account (Bank Account) in my name;
- 2.5 Authorise the transfer of funds between the Individually Managed Account, Stockbroking Account, CMT, Bank Account;
- 2.6 Execute any other documents relevant to the opening or operation of the Individually Managed Account, Stockbroking Account, CMT or Bank Account;
- 2.7 Execute any other documents relevant to the transfer of funds between the Individually Managed Account, Stockbroking Account, CMT or Bank Account;
- 2.8 Give instructions on my behalf to transfer or assign any shares sponsored by any ASX market participant in my name to any other ASX member stockbroker;
- 2.9 Fill in any gaps in any agreement necessary for the opening or operation of the Individually Managed Account, Stockbroking Account, CMT or Bank Account;
- 2.10 Manage, take possession of title documents or assume control of any investment held by the Attorney under the IMA Agreement;
- 2.11 Sell or otherwise deal with the possession of any shares, securities or other investment held by the Attorney under the Agreement.
- 2.12 Acquire any investment, including new issues or IPO'S, in the Appointor's name, which on acquisition forms part of the portfolio held by the Attorney under the IMA Agreement;
- 2.13 Disclose my Tax File Number to the registrar, or officers of any registry of any shares, security or other investment made on my behalf pursuant to this Power or the Agreement, and disclose my Tax File Number in respect of a CMT or Bank Account opened in my name;
- 2.14 Operate any bank account which forms part of the portfolio held by the Attorney under the IMA Agreement;
- 2.15 Accept deposits in my name;
- 2.16 Exercise any right, power, authority, discretion or remedy in respect of any investment held by the Attorney under the IMA Agreement including, but not limited to:
 - (a) completing signing and delivering any proxy form;
 - (b) any voting right or power;
 - (c) the acceptance of any rights issue;
 - (d) proving in any liquidation, scheme or arrangement or other composition for or arrangement with a member or any secured or unsecured creditor and whether or not pursuant to an order of the court;
 - (e) consenting on behalf of the Appointor in respect of the proof referred to in clause (d); and
 - (f) receiving all distributions

- 2.17 Execute and deliver W-8BEN or analogous forms;
- 2.18 Do anything which ought to be done by the Appointor under the IMA Agreement;
- 2.19 Do anything which in the Attorney's reasonable opinion is necessary, expedient or desirable for giving effect to the provisions of the IMA Agreement; and
- 2.20 Do any other thing (whether or not of the same kind as the above) which in the Attorney's opinion is necessary, expedient or desirable for giving effect to the provisions of this power.
3. Our Benefit
The Attorney may exercise its powers even if it or any of the persons comprising it benefits from the exercise of that power.
4. Ratification
The Appointor undertakes to ratify and confirm any lawful act that the Attorney does in exercise of its powers under this Power.
5. Delegation and substitution
The Attorney may, at any time, appoint or remove any substitute or delegate or sub-attorney.
6. No Warranty
The exercise by the Attorney of any power under this Power does not imply:
- 6.1 A warranty, express or implied, on the part of the Attorney as to:
- (a) the Attorney's authority to exercise the power; or
 - (b) the validity of this Power; or
- 6.2 An assumption of personal liability by the Attorney or by the Attorney in exercising the power.
7. Indemnity
The Appointor agrees to indemnify the Attorney against all claims, demands, losses, damages, costs, charges, outgoings and expenses however suffered or incurred by the Attorney in respect of the lawful exercise of any of its powers under this Power.
8. Registration and stamping
The Appointor must do all things necessary to ensure the registration and stamping of this power of attorney in all jurisdictions in which it must be registered and stamped to ensure its enforceability and validity for the purposes of this Power.
9. Revocation
The Appointer is given the right to revoke the Attorney by giving LPAM two (2) weeks written notice.

Declaration and signature of account holders

By signing below and executing this agreement, the Client is confirming the terms and conditions of the agreement, the appointment of the Power of Attorney, the information contained in the profile section of this document, and their understanding as to the risks associated with investing in shares.

The undersigned also declares:

- 1) I/We acknowledge that the above information is true and correct and declare that I/We am/are a Wholesale Client within the meaning of the Corporations Act 2001.
- 2) I/We acknowledge that by making this declaration that I/we are a Wholesale Client within the meaning of the Corporations Act 2001, I/we may not be entitled to some or all of the protections given to Retail Clients under the Corporations Act 2001 which may include, but are not limited to:
 - (i) a right to receive regulated disclosures for financial products and financial advice, including Product Disclosure Statements, Statements of Advice or a Financial Services Guide;
 - (ii) any rights to cooling off after the acquisition of certain types of financial product;
 - (iii) rights to bring disputes to an external dispute resolution policy;
 - (iv) being covered under insurance policies with respect to professional indemnity;
 - (v) any rights to receive statements in respect of or rights to opt out under ongoing annual fee arrangements; and
 - (vi) that product issuers may pay upfront and ongoing commission to my financial advisors in respect of a financial product I/we have invested in.
- 3) I/We agree to notify Leyland Private Asset Management Pty Ltd immediately of any circumstances which may render this declaration untrue.
- 4) I/We declare that we have read and understood the Individually Managed Account terms and conditions.
- 5) I/We accept all responsibility for the accuracy and the correctness of this declaration and agree not to hold Leyland Private Asset Management Pty Ltd liable in the event that this declaration is incorrect or becomes untrue. I/We agree to indemnify Leyland Private Asset Management Pty Ltd for all losses, damages and penalties it may incur for relying on my declaration above.

Executed as an agreement on the (day) (month) 20 (year)

Individual 1 / Director 1 / Sole Director Signature _____ Name _____ (please print in block letters) Date _____	Individual 2 / Director 2 / Company Secretary Signature _____ Name _____ (please print in block letters) Date _____	
Witness Signature _____ Name _____ (please print in block letters) Date _____	Witness Signature _____ Name _____ (please print in block letters) Date _____	
Executed by Leyland Private Asset Management Pty Ltd Director _____ Name _____ (please print in block letters)		 Director/Company Secretary _____ Name _____ (please print in block letters)

Leyland

Private Asset Management

Leyland Private Asset Management Pty Ltd.

ABN: 75 081 890 799

AFS Licence Number: 223419

Sydney

Level 11, 14 Martin Place

Sydney NSW 2000

Phone: 02 9226 7555

Fax: 02 9226 7599

Melbourne

Level 3, 20 Collins Street

(GPO Box 2724)

Melbourne Vic 3000

Phone: 03 9235 1222

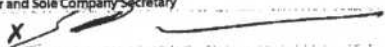
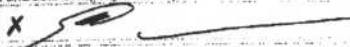




Fax: 03 9235 1299

Email: enquiries@leyland.com.au

www.leyland.com.au

Off Market Transfer Form.

This form should be completed for all Off Market Transfer requests. For detailed instructions on completing this form see over. Please return completed form to your adviser.

1. Transfer Details	
Full Name of Securities	ONC (ONCARD INTERNATIONAL LIMITED)
Description of Securities	Class: FPO If not fully paid, paid to
Quantity in Words	Ninety Thousand
Quantity in Figures	90000
Consideration	AUS 14400.00
Purchase Date	24 08 2012
2. Transferor/s (Seller/s) Details	
SRN/HIN	0 0 5 5 6 1 8 0 7 1
Full name	Laniken Pty Ltd
Designation	< K & A Gray S/F
Postal Address	GPO Box 2724
Suburb/City	Melbourne
State	VIC
Postcode	3 0 0 1
Country	Australia
3. Transferee/s (Buyer/s) Details	
SRN/HIN	0 0 5 7 1 1 1 1 8 6
Full name	Derida Pty Ltd
Designation	< The Derida
Postal Address	GPO Box 2724
Suburb/City	Melbourne
State	VIC
Postcode	3 0 0 1
Country	Australia
4. Request	
I/we the registered holders/s and undersigned seller/s for the above consideration do hereby transfer to the above name/s hereinafter called the Buyer/s the securities as specified above standing in my/our name/s in the books of the above named Security subject to the several conditions on which I/we held the same at the time of signing hereof and I/we the Buyer/s do hereby agree to accept the said securities subject to the same conditions. I/we have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed (if applicable). To sign as power of attorney you must have already lodged it with the registry or your broker as appropriate or enclosed a certified copy with this transfer.	
5.1 Transferor/s (seller/s) Signatory Requirements	5.2 Transferee/s (buyer/s) Signatory Requirements
Individual or Securityholder 1: Director or Sole Director and Sole Company Secretary	Individual or Securityholder 1: Director or Sole Director and Sole Company Secretary
Signature 	Signature 
Name Charles Leyland under POA	Name Charles Leyland under POA
Title (If company) Date 3 9 12	Title (If company) Date 3 9 12
Securityholder 2: Director/company Secretary	Securityholder 2: Director/company Secretary
Signature 	Signature 
Name	Name
Title (If company) Date	Title (If company) Date
Securityholder 3: Sole Director (No Company Secretary)	Securityholder 3: Sole Director (No Company Secretary)
Signature 	Signature 
Name	Name
Title (If company) Date	Title (If company) Date

Only original forms will be accepted. Any alterations made to this form MUST be initialled by both the Buyer(s) and the Seller(s). The use of correction fluid or tape renders the form invalid. Any increase to the amount of securities being transferred is not acceptable, even if initialled.

AccountName	TradeDate	Reference	TransactionType	StockCode	Quantity	Price	Notes
Laniken Pty Ltd	6/09/2012	OM	Sell	ONC	90000	\$0.16	Off market transfer - relevant form attached
Derida Pty Ltd	6/09/2012	OM	Buy	ONC	90000	\$0.16	Off market transfer - relevant form attached
Fralara Pty Ltd	41331	TF	Transfer Out	ONC	1000000	0.21	Client closed account - broker to broker transfer of stock
Dr Robert Hamilton French + Mrs Jillian	41466	TF	Transfer Out	ONC	75000		Client closed account - broker to broker transfer of stock
Zanoda Pty Ltd	20/02/2012	T	Transfer In	ONC	500000	\$0.10	Client held position prior to opening individually managed account - broker to b