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**Company Announcement  
ASX Limited**

**22 June 2012**

**LODGEMENT OF COURT ORDERS**

Further to today's earlier announcement by Customers Limited regarding the approval of the scheme of arrangement under which DirectCash Payments Inc. would acquire Customers by the Supreme Court of Victoria, Customers confirms that an office copy of the Court's orders have now been lodged with the Australian Securities and Investments Commission and the Scheme has become legally effective.

A copy of the Court's orders is attached.

Customers has applied for its shares to be suspended from trading with effect from the close of trade on the ASX today.

**For further information please contact:**

Rohan Martin, Manager Corporate Affairs and Marketing, Customers Limited  
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**IN THE SUPREME COURT OF VICTORIA  
AT MELBOURNE  
COMMERCIAL AND EQUITY DIVISION  
COMMERCIAL COURT**

**CORPORATIONS LIST**  
No. SCI 2012 02398

**IN THE MATTER OF CUSTOMERS LIMITED**  
ABN 62 009 582 781

**CUSTOMERS LIMITED**  
ABN 62 009 582 781



Plaintiff

**GENERAL FORM OF ORDER**

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Date of document:	22 June 2012
Filed on behalf of:	Plaintiff
Prepared by:	
Freehills	Solicitors Code: 420
Solicitors	DX: 240 Melbourne
Level 43	Tel: 61 3 9288 1234
101 Collins Street	Fax: 61 3 9288 1567
Melbourne VIC 3000	Email: paul.wenk@freehills.com
Ref: 81932622	Attention: P Wenk / S Mote

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**JUDGE:** The Honourable Justice Sifris

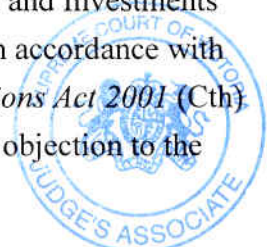
**DATE MADE:** 22 June 2012

**ORIGINATING PROCESS:** Originating Process filed 27 April 2012

**HOW OBTAINED:** On return of the Originating Process

**ATTENDANCE:** Mr R. D. Strong of counsel for the Plaintiff  
Dr A.P. Trichardt of counsel for DirectCash Payments Inc.

**OTHER MATTERS:** The Court read the affidavits listed in the Schedule (and the exhibits to each of them).  
There has been produced to the Court a statement in writing by the Australian Securities and Investments Commission ("the Commission") in accordance with section 411(17)(b) of the *Corporations Act 2001* (Cth), stating that the Commission has no objection to the

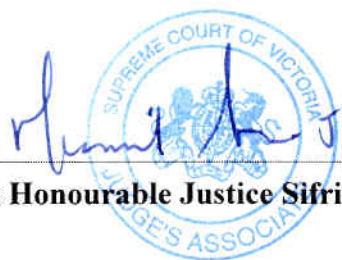


scheme of arrangement between the Plaintiff and its members referred to in this Order.

**THE COURT ORDERS THAT:**

1. Pursuant to section 411(4)(b) of the *Corporations Act 2001* (Cth), the scheme of arrangement between the Plaintiff and its members agreed to by the said members at the meeting convened pursuant to the order of the Honourable Justice Sifris on 11 May 2012 and held on 18 June 2012, the terms of which, as amended by the Court pursuant to section 411(6) of the *Corporations Act 2001* (Cth), are set out in the document annexed as Schedule 2 to this order, be and is hereby approved
2. The Plaintiff be exempted from compliance with section 411(11) of the *Corporations Act 2001* (Cth) in relation to this order.
3. Exhibit PGH1 to the affidavit of Peter Gerald Hayes sworn 14 June 2012 be marked and kept confidential.
4. This order be drawn up by the solicitors for the Plaintiff and it be signed by a Judge pursuant to rule 60.02(2) of the *Supreme Court (General Civil Procedure) Rules 2005*.

DATE MADE: 22 June 2012

  
The Honourable Justice Sifris

**SCHEDULE 1 – AFFIDAVITS**

- 1 Affidavit of Sarah Louise Borrie affirmed 19 June 2012
- 2 Affidavit of Adam Rhys Olding affirmed 19 June 2012
- 3 Affidavit of Paul Django Wenk affirmed 22 June 2012



**SCHEDULE 2 – SCHEME**



# ANNEXURE B

## SCHEME

### Scheme of arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

### Between the parties

#### Customers

Customers Limited (ACN 009 582 781) of Unit 2, 148 Chesterville Road, Cheltenham, VIC 3192. (Customers)

#### Scheme Shareholders

Each person registered as a holder of fully paid ordinary shares in Customers in the Customers Share Register as at the Scheme Record Date. (Scheme Shareholders)

### Section 1: Definitions, interpretation and scheme components

#### 1.1 Definitions

The meanings of the terms used in this Scheme are set out below.

**ASIC** the Australian Securities and Investments Commission.

**ASX** ASX Limited ABN 98 008 624 691.

**Business Day** a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne.

**CHESS** the Clearing House Electronic Subregister System of share transfers operated by ASX Settlement Pty Limited (ACN 008 504 532).

**Corporations Act** the *Corporations Act 2001* (Cth).

**Court** the Supreme Court of Victoria or such other court of competent jurisdiction under the Corporations Act agreed to in writing by DirectCash and Customers.

**Customers** Customers Limited (ACN 009 582 781).

**Customers Registry** Link Market Services Limited (ABN 083 214 537).

**Customers Share** a fully paid ordinary share in Customers.

**Customers Shareholder** a person who is registered as the holder of a Customers Share.

**Customers Share Register** the register of members of Customers maintained in accordance with the Corporations Act.

**Deed Poll** the deed poll dated 9 May 2012 executed by DirectCash under which DirectCash covenants in favour of the Scheme Shareholders to perform its obligations under this Scheme.

**DirectCash** DirectCash Payments Inc. of Bay 6, 1420-28th St NE Calgary, Alberta, Canada T2A 7W6.

**DirectCash Group** DirectCash and each of its Related Bodies Corporate and a reference to a 'DirectCash Group Member' or 'a member of the DirectCash Group' is to DirectCash or any of its Related Bodies Corporate.

**DirectCash Subsidiary** a wholly-owned subsidiary of DirectCash.

**Effective** when used in relation to the Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the Court order made under section 411(4)(b) of the Corporations Act in relation to this Scheme.

**Effective Date** the date on which this Scheme becomes Effective.

**End Date** 31 July 2012.

**Implementation Date** the ~~first~~<sup>third</sup> Business Day after the Scheme Record Date.

**Registered Address** in relation to a Customers Shareholder, the address shown in the Customers Share Register.

**Registrar** the person for the time being responsible for the maintenance of the Customers Share Register.

**Related Body Corporate** has the meaning given to that term in the Corporations Act.

**Scheme** this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by Customers and DirectCash.

**Scheme Consideration** for every Customers Share held by a Scheme Shareholder as at the Scheme Record Date, \$1.27 cash.

**Scheme Implementation Deed** the scheme implementation deed dated 2 April 2012 between Customers and DirectCash.

**Scheme Record Date** 5.00pm on the ~~third~~<sup>fifth</sup> Business Day after the Effective Date.

**Scheme Shares** all Customers Shares held by the Scheme Shareholders as at the Scheme Record Date.



**Scheme Shareholder** a holder of a Customers Share recorded in the Customers Share Register as at the Scheme Record Date.

**Second Court Date** the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard, or if the application is adjourned for any reason, the first day on which the adjourned application is heard.

**Share Scheme Transfer** a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all Scheme Shares.

**Trustee** Customers as trustee for the Scheme Shareholders.

## 1.2 Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (f) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) the word 'includes' in any form is not a word of limitation;
- (j) a reference to '\$', 'A\$' or 'dollar' is to Australian currency unless denominated otherwise;
- (k) a reference to any time is a reference to that time in Melbourne;
- (l) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Scheme;
- (m) a reference to a party to a document includes that party's successors and permitted assignees;
- (n) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;

(o) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:

- (1) which ceases to exist; or
- (2) whose powers or functions are transferred to another body,

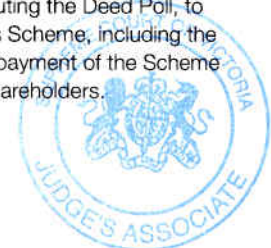
is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

## 1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

## Section 2: Preliminary matters

- (a) Customers is a public company limited by shares, incorporated in Australia and has been admitted to the official list of the ASX.
- (b) As at 11 May 2012:
  - (1) 134,869,357 Customers Shares were on issue which are officially quoted on the ASX; and
  - (2) 1,411,465 executive performance rights were on issue which are not quoted on any stock exchange.
- (c) DirectCash is a corporation limited by shares, incorporated in Alberta, Canada.
- (d) If this Scheme becomes Effective:
  - (1) DirectCash will pay or procure the payment of the Scheme Consideration to Scheme Shareholders in accordance with this Scheme and the Deed Poll;
  - (2) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to DirectCash or DirectCash Subsidiary and Customers will enter the name of DirectCash or DirectCash Subsidiary in the Customers Share Register as the holder of all the Scheme Shares; and
  - (3) it will bind Customers and all Scheme Shareholders, including those who do not attend the meeting of Customers Shareholders to vote on this Scheme, those who do not vote at that meeting and those who vote against this Scheme at that meeting.
- (e) Customers and DirectCash have agreed, by executing the Scheme Implementation Deed, to implement this Scheme.
- (f) DirectCash has agreed, by executing the Deed Poll, to perform its obligations under this Scheme, including the obligation to pay or procure the payment of the Scheme Consideration to the Scheme Shareholders.



# ANNEXURE B

## SCHEME CONTINUED

### Section 3: Conditions

#### 3.1 Conditions Precedent

This Scheme is conditional on, and will have no force or effect until, the satisfaction or waiver of each of the following Conditions Precedent:

- (a) all the conditions in clause 3.1 of the Scheme Implementation Deed (other than the condition in the Scheme Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed by 8.00am on the Second Court Date;
- (b) the Scheme Implementation Deed not having been terminated in accordance with its terms before 8.00am on the Second Court Date;
- (c) approval of this Scheme by the Court under section 411(4)(b) of the Corporations Act, including with such alterations made or required by the Court under section 411(6) of the Corporations Act as are acceptable to DirectCash and Customers;
- (d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to the Scheme as are acceptable to DirectCash and Customers; and
- (e) the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving the Scheme coming into effect, pursuant to section 411(10) of the Corporations Act.

#### 3.2 Satisfaction

The fulfilment of clause 3.1 is a Condition Precedent to the operation of provisions of clauses 4.2, 5.1, 5.2, 5.3 and 5.4 of this Scheme.

#### 3.3 End Date

This Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Scheme Implementation Deed is terminated in accordance with its terms, unless Customers and DirectCash otherwise agree in writing.

#### 3.4 Certificate

- (a) Customers and DirectCash will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the Conditions Precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.4(a) constitutes conclusive evidence that such Conditions Precedent are satisfied, waived or taken to be waived.

### Section 4: Implementation of the Scheme

#### 4.1 Lodgement of Court orders with ASIC

Customers will lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order approving the Scheme as soon as possible and in any event by 1.00pm on the first Business Day after the day on which the Court approves the Scheme or such later time as Customers and DirectCash agree in writing.

#### 4.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the payment of the Scheme Consideration in the manner contemplated by clause 5, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to DirectCash or DirectCash Subsidiary (as applicable), without the need for any further act by any Scheme Shareholder (other than acts performed by Customers as attorney and agent for Scheme Shareholders under clause 8.5), by:
  - (1) Customers delivering to DirectCash or DirectCash Subsidiary (as applicable) a duly completed Share Scheme Transfer, executed on behalf of the Scheme Shareholders by Customers, for registration; and
  - (2) DirectCash or DirectCash Subsidiary (as applicable) duly executing the Share Scheme Transfer, attending to any stamping of the Share Scheme Transfer required to be done before registration of the transfer and delivering it to Customers for registration; and
- (b) as soon as possible following receipt of the Share Scheme Transfer in accordance with clause 4.2(a)(2), Customers must enter, or procure the entry of, the name and address of DirectCash or DirectCash Subsidiary (as applicable) in the Customers Share Register in respect of all the Scheme Shares transferred to DirectCash or DirectCash Subsidiary (as applicable) in accordance with this Scheme.

### Section 5: Scheme Consideration

#### 5.1 Provision of Scheme Consideration

- (a) Customers must procure that, by no later than the Business Day before the Implementation Date, an amount equal to the aggregate amount of the Scheme Consideration payable to each Scheme Shareholder is deposited in cleared funds in an Australian dollar denominated trust account operated by Customers as trustee for the Scheme Shareholders (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to DirectCash's account).





- (b) On the Implementation Date and subject to compliance with clause 5.1(a), Customers must pay or procure the payment of the Scheme Consideration to each Scheme Shareholder from the trust account referred to in clause 5.1(a).
- (c) The obligations of Customers under clause 5.1(b) will be satisfied by the Trustee doing any of the following at its election:
  - (1) dispatching, or procuring the dispatch of, a cheque to each Scheme Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Scheme Shareholders (or in the case of joint holders, in accordance with the procedures set out in clause 5.2), for the relevant amount; or
  - (2) depositing or procuring the Customers Registry to deposit into a bank account notified to Customers (or Customers' agent who manages the Customers Share Register) by an appropriate authority from Scheme Shareholders.
- (d) In the event that:
  - (1) a Scheme Shareholder does not have a Registered Address, or
  - (2) the Trustee believes that a Scheme Shareholder is not known at the Scheme Shareholder's Registered Address,

and no account has been notified in accordance with clause 5.1(c)(2) or a deposit into such an account is rejected or refunded, the Trustee may credit the amount payable to the relevant Scheme Shareholder to a separate bank account of Customers to be held until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with unclaimed money legislation.

Customers must hold the amount on trust for the relevant Scheme Shareholder, but any benefit accruing from the amount will be to the benefit of Customers. An amount credited to the account is to be treated as having been paid to the Scheme Shareholder when credited to the account. Customers must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

- (e) To the extent that there is a surplus in the amount held by the Trustee in the trust account, that surplus may be paid by the Trustee to DirectCash following the satisfaction of the Trustee's obligations under this clause 5.1.

## 5.2 Joint holders

In the case of Scheme Shares held in joint names, the Scheme Consideration is payable to the joint holders and any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Customers Share Register as at the Scheme Record Date.

## 5.3 Unclaimed monies

- (a) Customers may cancel a cheque issued under clause 5.1(c) if the cheque:
  - (1) is returned to Customers; or
  - (2) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on request from a Scheme Shareholder, Customers must reissue a cheque that was previously cancelled under this clause.

## 5.4 Orders of a Court

In the case of written notice having been given to Customers (or the Customers Share Registrar) of an order made by a Court of competent jurisdiction:

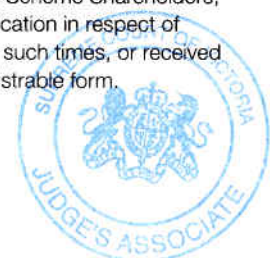
- (a) which requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder in accordance with clause 5.1(c), then Customers shall be entitled to procure that payment is made in accordance with that order; or
- (b) which would prevent Customers from making a payment to any particular Scheme Shareholder in accordance with clause 5.1(c), Customers shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration until such time as payment in accordance with clause 5.1(c) is permitted by that order or otherwise by law.

## Section 6: Dealings in Customers Shares

### 6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Customers Shares will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHES, the transferee is registered in the Customers Share Register as the holder of the relevant Customers Shares on or before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings are received on or before the Scheme Record Date at the place where the Customers Share Register is kept, and Customers will not accept for registration, nor recognise for the purpose of establishing the persons who are Scheme Shareholders, any transfer or transmission application in respect of Customers Shares received after such times, or received prior to such times but not in registrable form.



# ANNEXURE B

## SCHEME CONTINUED

### 6.2 Register

- (a) Customers must register registrable transmission applications or transfers of the Scheme Shares in accordance with clause 6.1(b) on or before the Scheme Record Date, provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires Customers to register a transfer that would result in a Customers Shareholder holding a parcel of Customers Shares that is less than a 'marketable parcel' (as defined in the Operating Rules of the ASX).
- (b) If the Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of, any Scheme Shares or any interest in them after the Scheme Record Date.
- (c) For the purpose of determining entitlements to the Scheme Consideration, Customers must maintain the Customers Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The Customers Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) All statements of holding for Customers Shares (other than statements of holding in favour of DirectCash) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Customers Share Register (other than entries on Customers Share Register in respect of DirectCash) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Customers Shares relating to that entry.
- (e) As soon as possible on or after the Scheme Record Date, and in any event within one Business Day after the Scheme Record Date, Customers will ensure that details of the names, Registered Addresses and holdings of Customers Shares for each Scheme Shareholder as shown in the Customers Share Register are available to DirectCash in the form DirectCash reasonably requires.

### Section 7: Quotation of Customers Shares

- (a) Customers will apply to ASX to suspend trading on the ASX in Customers Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by DirectCash, Customers will apply:
  - (1) for termination of the official quotation of Customers Shares on the ASX, and
  - (2) to have itself removed from the official list of the ASX.

## Section 8: General Scheme provisions

### 8.1 Consent to amendments to the Scheme

If the Court proposes to approve the Scheme subject to any alterations or conditions, Customers may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which DirectCash has consented.

### 8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
  - (1) agrees to the transfer of their Customers Shares together with all rights and entitlements attaching to those Customers Shares in accordance with the Scheme and agrees to the variation, cancellation or modification of the rights attached to their Customers Shares constituted by or resulting from the Scheme, and
  - (2) acknowledges that the Scheme binds all Scheme Shareholders.
- (b) Each Scheme Shareholder is taken to have warranted to Customers and DirectCash, and appointed and authorised Customers as its attorney and agent to warrant to DirectCash, that all their Customers Shares (including any rights and entitlements attaching to those shares) which are transferred under the Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to sell and to transfer their Customers Shares to DirectCash or DirectCash Subsidiary (as applicable) together with any rights attaching to those shares.

### 8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares transferred under the Scheme will be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) DirectCash or DirectCash Subsidiary (as applicable) will be beneficially entitled to the Scheme Shares transferred to it under the Scheme pending registration by Customers of DirectCash or DirectCash Subsidiary (as applicable) on the Customers Share Register as the holder of the Scheme Shares.



#### 8.4 Appointment of sole proxy

On the Scheme becoming Effective, and until Customers registers DirectCash or DirectCash Subsidiary (as applicable) as the holder of all Scheme Shares in the Customers Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed DirectCash or DirectCash Subsidiary (as applicable) as attorney and agent (and directed DirectCash or DirectCash Subsidiary (as applicable) in each such capacity) to appoint any director, officer, secretary or agent nominated by DirectCash as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution whether in person, by proxy or by corporate representative;
- (b) undertakes not to otherwise attend or vote at any of those meetings or sign any shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as DirectCash or DirectCash Subsidiary (as applicable) reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), DirectCash or DirectCash Subsidiary (as applicable) and any director, officer, secretary or agent nominated by DirectCash or DirectCash Subsidiary (as applicable) under clause 8.4(a) may act in the best interests of DirectCash or DirectCash Subsidiary (as applicable) as the intended registered holder of the Scheme Shares.

#### 8.5 Authority given to Customers

On the Scheme becoming Effective, each Scheme Shareholder, without the need for any further act, irrevocably appoints Customers and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:

- (a) enforcing the Deed Poll against DirectCash; and
- (b) executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Share Scheme Transfer,

and Customers accepts such appointment. Customers as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers or employees (jointly, severally or jointly and severally).

#### 8.6 Binding effect of Scheme

This Scheme binds Customers and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting, did not vote at that meeting, or voted against the Scheme) and, to the extent of any inconsistency, overrides the constitution of Customers.

### Section 9: General

#### 9.1 Stamp duty

DirectCash will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1(a).

#### 9.2 Consent

Each of the Scheme Shareholders consents to Customers doing all things necessary or incidental to the implementation of this Scheme.

#### 9.3 Notices

If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Customers, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Customers' registered office or at the office of the Registrar.

#### 9.4 Governing law

- (a) The Scheme is governed by the laws in force in Victoria.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

#### 9.5 Further action

Customers must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

