

CUSTODY AND INVESTOR SERVICES

FSG | APPLICATION | AGREEMENT



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CHIMAERA CAPITAL LIMITED



Custody and Investor Services

FSG | Application Form | Agreement

This Financial Services Guide (FSG) is issued by Chimaera Capital Limited ABN 66 074 577 647 AFSL 246542 (**Chimaera, we, our or us**) to inform you of the financial services which we are authorised to offer you. It is designed to help you, as an investor, to decide whether to use these services.

Dated: October 2010

About this FSG

This FSG tells you:

- about us;
- how you may contact us;
- about the financial services we are authorised to offer you;
- the costs, remuneration and other benefits that may be paid to us, our employees and others;
- how we collect and use your personal information;
- if you have a complaint, how it will be dealt with; and
- what compensation arrangements are in place.

Name and contact details

You may contact Chimaera by:

Client Services Group
Chimaera Capital Limited
349 Collins Street
Melbourne VIC 3000

T: +61 3 8614 8400
F: +61 3 8614 8410
E: clientservices@chimaeracapital.com

What financial services do we provide under this FSG?

We provide the following service

- provide a custodial and depositary service;
- provide general financial product advice
- provide information and advice about Chimaera products and derivative markets including the application of Chimaera products to an investor's general circumstances.

Will you receive personal advice from Chimaera?

No. Chimaera only gives general advice including information about our financial products, the underlying markets and our opinion about our outlook for our products. General advice does not take into account your particular financial circumstances, objectives or needs.

Any discussion by our employees about their view of current or future market conditions or prospects for a particular financial product Chimaera offers should not be construed as personal advice as the discussion will not have taken into account your particular financial circumstances, objectives or needs. Such discussions constitute only general information for you to consider before making any decision to deal in a Chimaera product or service.

How do I give instructions to Chimaera?

You must give Chimaera instructions in writing, in accordance with the relevant agreement you enter into with Chimaera.

How is Chimaera paid for its services?

Chimaera will charge fees in respect of the financial services it provides. These fees may involve administration and transaction fees as well as ongoing management fees. Such fees are usually based on the services provided and will be set out in the relevant agreements entered into in connection with investment, product disclosure statements or other disclosure documents.

What fees are paid to third parties or related entities?

If we pay a fee or commission in relation to a referral, we will make a separate disclosure to you.

Is Chimaera part of a clearing and settlement facility?

As a custodial services provider Chimaera may utilise the clearing and settlement facilities of third parties.

How does Chimaera collect and use your personal information?

Your privacy is important to Chimaera. Chimaera has a Privacy Policy, which outlines how the information collected from you is used, stored and disclosed.

The information Chimaera collects from you is necessary to provide you the services and products and to provide information about other products and services that may be of interest to you. To provide you with this service, Chimaera may need to disclose your information to other members of the Chimaera Group and to external parties on your or Chimaera's behalf. These parties are, in turn, required to protect the privacy and security of your information.

Your personal information will not be used or disclosed for any other purpose without your consent except where permitted or required by law.

What do I do if I have a complaint?

If you have a complaint in respect of our financial products and services, you should first raise the matter with us by calling +61 3 8614 8400.

If we do not resolve your complaint internally to your satisfaction, you may lodge a complaint with the Financial Ombudsman Service Limited (FOS), which is an external disputes resolution scheme established to assist you to resolve your complaint when you have been unable to do so with us. A complaint can be lodged with FOS by sending the necessary documents and information to:

Financial Ombudsman Service Limited
GPO Box 3
Melbourne VIC 3001

T: 1 300 780 808
F: +61 3 9613 6399
E: info@fos.org.au

Before FOS deals with your complaint you must have first lodged a formal complaint with us. Upon receipt of your complaint you will be sent an acknowledgement of receipt. We will formally respond to the complaint within 45 business days of receipt of the complaint letter.

What professional indemnity insurance arrangements are in place?

We hold professional indemnity insurance cover for the activities conducted under our AFS licence. The insurance will cover claims in relation to the conduct of our current representatives, employees and authorised representatives (if any) of Chimaera and those who no longer work for Chimaera (but who did at the time of the relevant conduct). Our professional indemnity insurance cover is subject to the policy terms and conditions, however, we believe that the cover satisfies the requirements of s.912B of the Corporations Act.



Please complete the Application Form in full using BLOCK LETTERS

Upon acceptance of this Application by Chimaera Capital Limited, this Application Form shall form part of the attached Custody and Investor Services Agreement. Acceptance of this Application shall occur upon execution by the duly authorised representative of Chimaera Capital Limited.

Please print this document with the completed fields, sign it in the places indicated and send to us. If you wish to retain an electronic copy with completed fields, click the 'Save Form' Button.

Section A - Declaration, Account Operating and Signatures

1. Declaration and Applicant Signatures

I/We and the Investor declare that I/We and the Investor:

- (a) have completed the Application Form and all details provided are true and correct;
- (b) have read and understood the Custody and Investor Services Agreement (CISA) and any agreements and documents referred to therein and the FSG;
- (c) agree to the terms and conditions of the financial services covered by CISA and agree to be bound by the provisions of the CISA as amended from time to time;
- (d) have legal power and authority to undertake the activities and transactions under the above mentioned documents;
- (e) have obtained independent financial advice;
- (f) consent to receive ongoing investor information, confirmations of transactions and additional information electronically, where I/we and the Investor have provided an email address;
- (g) have accepted the provision of financial services to us in Australia;
- (h) acknowledge that undertaking the activities and transactions under the above mentioned documents are subject to investment risk including possible delays in repayment, deterioration in liquidity and loss of income and capital invested;
- (i) acknowledge that neither Chimaera nor any affiliate of Chimaera guarantees the return on any investment or that the investment will gain in value or retain its value;
- (j) will not knowingly do anything that places Chimaera in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and related rules and will notify Chimaera if any of us are aware of anything that would put Chimaera in breach of that Act;
- (k) are not aware and have no reason to suspect that:
 - the money used to fund the investment is derived from or related to money laundering, terrorism financing or similar activities; and
 - proceeds of investment made in connection with this agreement will fund money laundering, terrorism financing or similar activities; and
 - if requested by Chimaera, will provide additional information and assistance, and comply with all reasonable requests to facilitate Chimaera's compliance with Anti-Money Laundering and Counter-Terrorism Financing laws in Australia or an equivalent overseas jurisdiction.

Date: (DD/MM/YYYY): / /

2. Type of Investor

- New investor
- Existing investor

OFFICE USE ONLY

Investor Code:

- Individual / Joint / Sole Trader **Please complete Sections A, B, C, D1**
- Partnership **Please complete Sections A, B, C, D2**
- Trust **Please complete Sections A, B, C, D3**
- Australian Company **Please complete Sections A, B, C, D4**
- Foreign Company **Please complete Sections A, B, C, D4**

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3. Name of Investor / Director / Trustee / Partner

Name of **Investor 1** **Sole Director 1 / Secretary** **Director 1 / Secretary**
 Trustee 1 **Partner 1** **Secretary 1**

Title: Surname:

Given Name(s):

Date of Birth (DD/MM/YYYY): / / Gender: Male Female

Tax File Number:

Or if exempt state type:

If Non-Resident of Australia state country of residence:

Mailing Address:

Suburb: State:

Country Postcode:

Phone: (H) + (W) +
(F) + (M) +

Email:

Signature:

Name of **Investor 2** **Director 2** **Trustee 2** **Partner 2**

Title: Surname:

Given Name(s):

Date of Birth (DD/MM/YYYY): / / Gender: Male Female

Tax File Number:

Or if exempt state type:

If Non-Resident of Australia state country of residence:

Mailing Address:

Suburb: State:

Country Postcode:

Phone: (H) + (W) +
(F) + (M) +

Email:

Signature:

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Name of **Investor 3** **Director 3** **Trustee 3** **Partner 3**

Title: Surname:

Given Name(s):

Date of Birth (DD/MM/YYYY): / / Gender: Male Female

Tax File Number:

Or if exempt state type:

If Non-Resident of Australia state country of residence:

Mailing Address:

Suburb: State:

Country: Postcode:

Phone: (H) + (W) +
 (F) + (M) +

Email:

Signature:

Name of **Investor 4** **Director 4** **Trustee 4** **Partner 4**

Title: Surname:

Given Name(s):

Date of Birth (DD/MM/YYYY): / / Gender: Male Female

Tax File Number:

Or if exempt state type:

If Non-Resident of Australia state country of residence:

Mailing Address:

Suburb: State:

Country: Postcode:

Phone: (H) + (W) +
 (F) + (M) +

Email:

Signature:

Company seal (if applicable)

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- D2
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4. Account Operating

a) Individual / Joint / Sole Trader / Partnership / Trustee (s) :

Form with checkboxes for 'Either/Any One to Sign', 'Any Two to Sign', 'All to Sign', and 'Authorised Representative(s)'.

b) Company (including corporate Trustee or Partner):

Form with checkboxes for 'Any Director to Sign', 'Any Two Directors to Sign', 'Any Director and Secretary to Sign', 'Sole Director or Secretary', and 'Power of Attorney'.

If you select Authorised Representative(s) in 4 (a) or 4 (b) you must complete Section 5 or Section 6.

5. Account Operating - Authorised Representative(s) Schedule

If you are an entity that intends to operate your account pursuant to a Schedule of Authorised Representatives do not complete Section 6 but you must attach both the list of Authorised Representatives including sample signatures and contact information and the relevant entity authorisation/resolution (eg. for a corporation you must attach a copy of the shareholder resolution).

6. Account Operating - Authorised Representative Details

Do not complete this section if you have completed Section 5.

Form for Section 6.1: Title, Surname, Given Name(s), Gender, Signature, Date of Birth.

If your details are included in Section 3 you need only complete this panel and you are not required to complete the address, phone and email contact details.

Form for Section 6.2: Mailing Address, Suburb, State, Country, Postcode.

Form for Section 6.3: Phone (Home, Work, Fax, Mobile) and Email.

Form for Section 6.4: Title, Surname, Given Name(s), Gender, Signature, Date of Birth.

If your details are included in Section 3 you need only complete this panel and you are not required to complete the address, phone and email contact details.

Form for Section 6.5: Mailing Address, Suburb, State, Country, Postcode.

Form for Section 6.6: Phone (Home, Work, Fax, Mobile) and Email.

Vertical index on the right side of the page with letters A, B, C, D1, D2, D3, D4 and numbers 1-4.



Section B - Payment Details

1. Application Amount

Funds paid in by Cheque, EFT	\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Value of the deposit and assets	\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Application Amount	\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

* Please contact Chimaera to obtain full details of the documents required to transfer your current investments to your Account. Fees may apply for this service.

2. Deposits with Chimaera - Cash cannot be accepted

<input type="checkbox"/> Cheque	Please make cheque payable to Chimaera Capital Limited, cross it 'Not Negotiable' and send us the cheque together with the completed Application Form. The cheque must be from an account held in your name or the name of an Australian regulated financial institution. Cheques from third party accounts will not be accepted unless prior arrangements are made with us.	
<input type="checkbox"/> EFT	(i) Australian Investors	EFT to Commonwealth Bank of Australia - Account Name: Chimaera Capital Limited Custody BSB: 063 - 010 Account Number: 1197 2402 with the original Application Form to follow via mail or fax to +61 3 8614 8410. Please ensure reference to your name or Investor Code is included in the account name.
	(ii) Non Australian Investors	EFT to Commonwealth Bank of Australia - Swift Code: CTBAAU25 Account Name: Chimaera Capital Limited Custody Account Number (Including BSB): 06301011972402

3. Investor Bank Account Details

This bank account will be used to pay any withdrawal requests from your Account with us.

AUSTRALIAN	Bank/Institution:	<input type="text"/>
	Branch Name/Location:	<input type="text"/>
	BSB:	<input type="text"/>
	Account Number:	<input type="text"/>
	Account Name:	<input type="text"/>
INTERNATIONAL	Bank/Institution:	<input type="text"/>
	Branch Name/Location:	<input type="text"/>
	Swift Code:	<input type="text"/>
	Account Number:	<input type="text"/>
	Account Name:	<input type="text"/>

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Section C - Adviser Remuneration

You may elect to remunerate your Adviser directly from your account with Chimaera. Your Adviser is required to disclose all remuneration received in the relevant Statement of Advice which they must give to you.

Is this section applicable? Applicable Not Applicable

1. Initial Fee

Please specify if you have agreed with your Financial Adviser to have a fee amount deducted from your initial investment amount:

Yes No

If Yes is selected and by inserting the fee amount in the field below, you are instructing Chimaera to deduct from your initial investment the nominated fee amount (GST inclusive) to be paid to your Financial Adviser:

, % of your initial investment amount.

2. Adviser Service Fee

Please specify if you have agreed with your Financial Adviser to have ongoing advisory fees (adviser Service Fee) deducted from your account with Chimaera:

Yes No

If Yes is selected and by inserting the Adviser Service Fee amount in either of the fields below, you are instructing Chimaera to withdraw monthly from your investments the nominated fee amount (GST inclusive) to be paid to your Financial Adviser:

Flat percentage remuneration of , % per annum of your investment value **OR**

Flat dollar remuneration of \$,

3. Financial Adviser Details

Adviser Name:

Title: Surname:

Given Name(s):

Address:

Suburb: State:

Country: Postcode:

Phone: (H) + (W) +

(F) + (M) +

Email:

I hereby request Chimaera to provide a GST Tax Invoice to my client on my behalf each time the Adviser Service Fee is deducted from my client's account.

Adviser Signature:

Adviser Stamp:

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Section DI - Investor Identification: Individuals / Joint / Sole Trader

Chimaera is required under the Anti-Money Laundering and Counter-Terrorism Financing Act to identify each new account applicant. Please ensure that you complete the relevant sections below and attach the required documentation. Failure to do so may result in your application being rejected.

1. Privacy

Please specify if you wish to be provided with information in relation to other products and services offered by Chimaera or other Chimaera related entities.

2. Required Documentation

Please attach the following documentation with your application

a) Proof of Identification

Certified copy¹ of ID (e.g. Passport, Driver's Licence or State ID Card) (Please note that the ID must contain photograph, date of birth and signature)

b) Proof of Address

Proof of residential address (e.g. Utility Bill, Bank Statement, Insurance Certificate, Tax Notice, Lease Agreement)
Document must be original or certified copy¹ and no more than 3 months old. Please note: P.O. Box addresses are not acceptable

3. Please complete if Individual(s) carries on business as Trader(s) or Investor(s)

Full Business Name (if any):

Country where established:

ABN/ACN: TFN*:

*If you invest in the course of a business or enterprise, you may supply your ABN instead of your TFN to Chimaera. You are not obliged to provide your TFN or ABN but if you provide neither and do not claim an exemption, Chimaera is required to deduct tax from your distributions at the highest marginal tax rate, plus the Medicare levy, to meet Australian taxation laws requirements. Collection of TFNs is authorised under these laws which, together with the Privacy Act, strictly regulates the use and disclosure of TFNs.

Principal Place of Business (if any) (This cannot be a PO Box)

Address:

Suburb: State:

Country: Postcode:

Phone: (H) + (W) +

(F) + (M) +

Email:

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Section D2 - Partnership

1. Privacy

Please specify if you wish to be provided with information in relation to other products and services offered by Chimaera or other Chimaera related entities.

2. Required Documentation

Please attach the following documentation with your application

a) In respect of at least ONE of the Partners:

Certified copy¹ of ID (e.g. Passport, Driver's Licence or State ID Card)

AND

Proof of residential address (e.g. Utility Bill, Bank Statement, Insurance Certificate, Tax Notice, Lease Agreement)
Document must be original or certified copy¹ and no more than 3 months old. Please note: PO. Box addresses are not acceptable

b) In respect of the Partnership, any ONE of the following:

Certified copy¹ of Partnership Agreement

OR

Certified copy¹ of Certificate of Registration

OR

Certified copy¹ of Minutes of a Partnership Meeting

c) If the Partnership is regulated by a professional association:

An original current membership certificate

3. Partnership Details

Full Name of Partnership:																														
Full Business Name (if any):																														
Country where established:																														
ABN/ACN:											TFN*:																			

*If you invest in the course of a business or enterprise, you may supply your ABN instead of your TFN to Chimaera. You are not obliged to provide your TFN or ABN but if you provide neither and do not claim an exemption, Chimaera is required to deduct tax from your distributions at the highest marginal tax rate, plus the Medicare levy, to meet Australian taxation laws requirements. Collection of TFNs is authorised under these laws which, together with the Privacy Act, strictly regulates the use and disclosure of TFNs.

4. Type of Partnership (select **x** only one of the following partnership types and provide the information requested)

Is the partnership regulated by a professional association?

Yes Provide name of association:

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Provide membership details:

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No How many partners are there? Please ensure that you have provided the full name & address of each partner in Section A3 above.

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Section D3 - Trusts

1. Privacy

Please specify if you wish to be provided with information in relation to other products and services offered by Chimaera or other Chimaera related entities.

2. Required Documentation Please attach the following documentation with your application

a) If any of the Trustees is an Individual, then in respect of at least ONE of those Individuals:

- Certified copy of ID (e.g. Passport, Driver's Licence or State ID Card) AND Proof of residential address (e.g. Utility Bill, Bank Statement, Insurance Certificate, Tax Notice, Lease Agreement) Document must be original or certified copy and no more than 3 months old. Please note: P.O. Box addresses are not acceptable

b) If any of the Trustees is an Australian Company, then in respect of the company:

Certified copy of Certificate of Incorporation

c) If any of the Trustees is a Foreign Company, then in respect of the company:

- Certified copy of Certificate of Registration (issued by the relevant foreign registration body) AND (if the company is registered with ASIC) Certified copy of Certificate of Incorporation

d) In respect of the Trust:

- Certified copy of the Trust Deed AND A letter from a Solicitor or Qualified Accountant that confirms the existence of the Trust and the currency of the Trust Deed

3. Trust Details

Grids for Full name of Trust, Full Business Name (if any), and Country where established.

4. Type of Trust (select x only one of the following trust types and provide the information requested)

Form sections for Registered managed investment scheme, Registered trust (e.g. an SMSF), Government superannuation fund, and Other trust type.

Vertical index on the right side of the page listing sections A, B, C, D1, D2, D3, and D4 with corresponding page numbers.



Section D4 - Australian & Foreign Companies (including Companies acting as Trustee(s))

1. Privacy

Please specify if you wish to be provided with information in relation to other products and services offered by Chimaera or other Chimaera related entities.

2. Required Documentation Please attach the following documentation with your application

a) In respect of at least ONE of the Directors:

Certified copy¹ of ID (e.g. Passport, Driver's Licence or State ID Card)
AND

Proof of residential address (e.g. Utility Bill, Bank Statement, Insurance Certificate, Tax Notice, Lease Agreement)
Document must be original or certified copy¹ and no more than 3 months old. Please note: P.O. Box addresses are not acceptable

b) If the company is an Australian Company, then in respect of the Company:

Certified copy¹ of Certificate of Incorporation

c) If the Company is a Foreign Company, then in respect of the Company:

Certified copy¹ of Certificate of Registration (issued by the relevant foreign registration body)
AND (if the company is registered with ASIC)

Certified copy¹ of Certificate of Incorporation

3. Company Details

Full Name of Company:																														
Full Business Name (if any):																														
Country where established:																														
ABN/ACN:											TFN*:																			

*If you invest in the course of a business or enterprise, you may supply your ABN instead of your TFN to Chimaera. You are not obliged to provide your TFN or ABN but if you provide neither and do not claim an exemption, Chimaera is required to deduct tax from your distributions at the highest marginal tax rate, plus the Medicare levy, to meet Australian taxation laws requirements. Collection of TFNs is authorised under these laws which, together with the Privacy Act, strictly regulates the use and disclosure of TFNs.

Registered Place of Business (This cannot be a PO Box)

Address:																															
Suburb:																State:															
Country																					Postcode:										
Phone:	(H) +							(W) +																							
	(F) +							(M) +																							
Email:																															

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Principal Place of Business (if any) (This cannot be a PO Box)

Same as Registered Place of Business

Address:

Suburb: State:

Country: Postcode:

Phone: (H) + (W) +
 (F) + (M) +

Email:

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4. Type of Company

Australian Private Company (Complete 4.1 and 4.2 and ensure that details of Directors in Section A is also completed)

Australian Public Company (Complete 4.1 Only and ensure that details of Directors in Section A is also completed)

Foreign Private Company (Complete 4.2 Only and ensure that details of Directors in Section A is also completed)

Foreign Public Company (Complete 4.1 Only and ensure that details of Directors in Section A is also completed)

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4.1 Regulatory/Listing Details (select **x** the following categories which apply to the company and provide the information requested)

Regulated company (licensed by an Australian Commonwealth, State or Territory statutory regulator)

Regulator name:

License details:

D1

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Listed company

Name of market / exchange:

D2

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Majority-owned subsidiary of an Australian listed company

Australian listed company name:

Name of market / exchange:

D3

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D4

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THIS AGREEMENT is made:

BETWEEN CHIMAERA CAPITAL LIMITED (Chimaera) ABN 66 074 577 647 AFSL 246542 of 349 Collins Street, Melbourne, Victoria, 3000
AND THE INVESTOR

PART I – GENERAL PROVISIONS

1. PARTIES

Investor means the person or entity identified as the Investor and includes that person's successors.

Chimaera refers to Chimaera Capital Limited and the successors and assignees of Chimaera Capital Limited.

2. SCOPE

2.1 This Agreement applies to all services provided to the Investor and to any transactions in Securities between Chimaera and the Investor, or which Chimaera undertakes on the Investor's behalf, including but not limited to all transactions undertaken pursuant to the documents signed pursuant to clause 30.

2.2 This Agreement must be read in conjunction with the Operational Policies published and provided by Chimaera to the Investor pursuant to this Agreement from time to time.

2.3 All Securities transactions Chimaera undertakes with the Investor or on the Investor's behalf will be subject to:

- 2.3.1 This Agreement;
- 2.3.2 The documents referred to in clause 30;
- 2.3.3 The Corporations Act;
- 2.3.4 The Constitution; and
- 2.3.5 The Rules and the customs, usage and practices of the Exchange where any dealing in Securities pursuant to this Agreement takes place.

2.4 The Investor acknowledges that the legal titles to Securities are to be held by Chimaera or in the name of Chimaera's nominee.

PART II – CUSTODIAN SERVICES

3. APPOINTMENT OF CUSTODIAN

The Investor appoints Chimaera with effect on and from the Effective Date to hold the Assets on the terms of this Agreement. Chimaera accepts that appointment.

4. DUTIES OF THE CUSTODIAN

4.1 Chimaera must hold and segregate the Assets in its books for the account of the Investor.

4.2 The Assets held by Chimaera must be registered in the name of Chimaera, Chimaera's nominee or of a sub-custodian appointed by Chimaera.

4.3 Chimaera must record the Assets separately from the proprietary assets of Chimaera. In addition to its other obligations under this Agreement, Chimaera must:

- 4.3.1 Open and maintain safe custody records concerning the Assets in the name of the Investor;
- 4.3.2 Provide and maintain proper and separate accounts to record all transactions in relation to the Assets;
- 4.3.3 Receive and hold the Title Documents relating to the Assets on behalf of the Investor;
- 4.3.4 Upon request, furnish all information and records

relating to the Assets which in Chimaera's opinion are reasonably requested by the Investor; and

4.3.5 Execute such declarations, affidavits, certificates of ownership and other documents and join in and do all acts, matters and things as may reasonably be required by the Investor; at the cost of the Investor.

4.4 Chimaera is not liable in respect of any action or omission through reliance on any communication given by or on behalf of the Investor or by an Authorised Representative or by a person it reasonably believes is the Investor or an Authorised Representative. If requested by Chimaera, the Investor must ratify any such action.

5. SECURITIES LENDING

5.1 Authorisation to Lend Securities

Provided the Investor consents in writing Chimaera is authorised to lend Securities lodged with Chimaera by the Investor to other parties in accordance with the terms of this Agreement.

5.2 Arrangements with Borrowers

Chimaera may loan Securities to those entities listed on its approved list of Borrowers. This list must be provided to the Investor on request.

5.3 The Investor acknowledges that it has also granted Chimaera the power to lend Securities to a Related Party of Chimaera, without such loans constituting a breach of Chimaera's duties under this Agreement.

5.4 The terms of each loan should be agreed between Chimaera and its counterparty prior to the commencement of the relevant loan and will be based on the Australian Master Securities Lending Agreement published by the Australia Securities Lending Association Ltd, a copy of which is available to the Investor upon request.

5.5 Powers of Chimaera

Chimaera will, in its absolute discretion:

- 5.5.1 Determine whether loans of Securities will be made to a Borrower;
- 5.5.2 Terminate any loan of Securities at any time without prior notice to the Investor.

5.6 Beneficial Ownership of Securities

The Investor confirms that it has unfettered beneficial ownership of all Securities provided by it to Chimaera under this Agreement from time to time free from all liens, charges, equities and encumbrances.

5.7 Approved Collateral

Upon delivery of the loaned Securities to the Borrower under any loan, Chimaera will ensure that it receives Approved Collateral equivalent to at least 105% of the market value of those Securities, as determined under the Australian Master Securities Lending Agreement.

5.8 Retention of Income

Chimaera is entitled to retain 50 per cent for its own benefit all fees and other income generated as a result of each loan of Securities and shall not be required to account to the Investor in respect of such income.

5.9 Investment of Approved Collateral

To the extent that a loan of Securities is secured by Cash



Collateral, Chimaera may invest such Cash Collateral in its absolute discretion.

5.10 Chimaera is entitled to receive and retain for its own benefit 50 per cent any income generated by all such investments and is not obliged to account to the Investor in respect of such income.

5.11 **Liability**

Subject to clause 16 and sub-clause 5.10 of this Agreement, Chimaera is not liable for any losses incurred as a result of any loan of Securities lodged with Chimaera pursuant to this Agreement.

6. **REPORTING**

6.1 Chimaera shall provide the Investor with such reports as Chimaera and the Investor may agree from time to time, including but not limited to comprehensive taxation reports and dealing summaries prepared to facilitate the Investor's preparation and settlement of its taxation affairs pursuant to the Securities.

6.2 Chimaera must retain all records and books of account maintained by it with respect to the Investor during the continuance of its appointment under this Agreement.

7. **FEES AND EXPENSES**

7.1 In addition to any other amounts payable to Chimaera pursuant to this Agreement, Chimaera is entitled to those fees in the amounts specified in, or as calculated pursuant to, the fee schedule located on the Website or otherwise communicated to the Investor and as may be varied from time to time between the Investor and Chimaera.

7.2 Chimaera's fee is payable in the manner and at the time as may be agreed from time to time between the Investor and Chimaera.

7.3 The Investor shall reimburse Chimaera for any costs, charges and expenses (including registration fees, duties, taxes, imposts and other government charges) incurred by Chimaera acting in accordance with this Agreement, in relation to the Assets or in respect to the costs and expenses incurred, including its own reasonable internal administrative costs, as a result of considering and complying with enquiries or investigations made in respect of the Investor by authorised regulatory bodies, including but not limited to in respect of investigations made pursuant to notices issued in respect of the Investor to Chimaera or any of its Related Bodies Corporate under the ASIC Act 2001 or the Corporations Act.

7.4 Upon termination of this Agreement Chimaera is entitled to:

7.4.1 All fees as are then due to Chimaera under clause 7.1 calculated until the date of termination;

7.4.2 All costs, charges and expenses referred to in clause 7.3 which have not been reimbursed at the date of termination; and

7.4.3 All fees, costs, charges and expenses due to or incurred by Chimaera up until the date the Assets are transferred under clause 21.

8. **SUB-CUSTODIANS**

Chimaera may appoint and remove sub-custodians to carry out such of the provisions of this Agreement as Chimaera may from time to time direct. Any such appointment will not relieve Chimaera of its principal responsibilities or liabilities under this Agreement.

9. **TAX LAW**

9.1 Subject to clause 16.1, Chimaera has no responsibility or liability for any obligations now or in the future imposed on the Investor or Chimaera as custodian of the Assets by the tax laws of Australia or any state or political sub-division of Australia.

9.2 Subject to clause 16.1, Chimaera is not liable to account to the Investor for any payments:

9.2.1 To any fiscal authority for taxes or other charges with respect to any Assets; or

9.2.2 With respect to any transaction under this Agreement, notwithstanding that any such payment ought not or need not have been made.

10. **CORPORATE ACTIONS**

10.1 Although Chimaera's fulsome policy in respect of its rights and obligations upon a company in which the Investor may have an interest engaging in a corporate action of some kind is contained within its Corporate Actions Policy as amended from time to time, it is agreed that Chimaera has no obligation to notify clients of a corporate action affecting any of the Securities.

10.2 Upon request to do so received from the Investor in writing, Chimaera will act on the Investor's behalf in relation to a corporate action as instructed by the Investor provided those instructions are provided to Chimaera not less than 10 Business Days before the appropriate deadline by which an Investor's decision must be communicated to the relevant registry. Chimaera cannot guarantee that Investor instructions will be actioned if the Investor's instructions are received after Chimaera's quoted deadline.

11. **VOTING**

11.1 The Investor authorises Chimaera to exercise any right to vote attached to a share or unit forming part of the Assets in a manner to be determined at Chimaera's discretion.

11.2 Chimaera must inform the Investor of any policy change regarding Chimaera's exercise of voting rights.

12. **UPDATE OF POLICIES**

12.1 Details of the policies of Chimaera, by which the Investor agrees to be bound, including the following policies listed below, are to be located on the Website and, if not located on the Website or otherwise communicated to the Investor; then those policies are contained within the terms of this Agreement alone:

12.1.1 Corporate Actions Policy;

12.1.2 Dealing Policy; and

12.1.3 Proper Instructions Policy.

12.2 Variations to policies will be posted on the Website and the Investor is taken to have accepted and agreed with those revisions providing no formal objection to the variations is made to Chimaera within five Business Days of any alteration having been made and posted to the Website.

13. **CUSTODIAN REPRESENTATION AND WARRANTY**

Chimaera represents and warrants to the Investor that it will maintain custody of the Assets at all times in accordance with this Agreement.



PART III – INSTRUCTIONS

14. INSTRUCTIONS

- 14.1 An Authorised Representative may in the Investor's name do anything the Investor can do in connection with this Agreement or Securities transactions. The Authorised Representative is authorised by the Investor to give Proper Instructions.
- 14.2 The Investor may from time to time advise Chimaera who is the Investor's Authorised Representative nominated to provide instructions to Chimaera for the purposes of this Agreement. Any such notice must be in writing setting out the name and original specimen signature of the Authorised Representative. If the Investor is a corporation, then without any such notice, each director and each secretary of the Investor from time to time is deemed to be an Authorised Representative. Any revocation of the authority of any Authorised Representative is effective only when Chimaera receives and internally processes written notice of that revocation.
- 14.3 The Investor may at any time or from time to time expressly designate that Proper Instructions are to be regarded as standing instructions issued by the Investor.
- 14.4 Chimaera may assume the legitimacy and authenticity of any instructions purportedly given to Chimaera orally or in writing (whether in the original form, by facsimile, email or otherwise) by the Investor or any person authorised to act on the Investor's behalf including the Investor's Authorised Representative, and Chimaera may also assume that any person claiming to be a person authorised to act on the Investor's behalf is in fact that person. Chimaera need not enquire into those instructions in any way. The Investor instructs Chimaera to act on those instructions believed by Chimaera to be genuine, including any notice received appointing an Authorised Representative. Chimaera is protected from any liability possibly incurred by it acting upon any instruction, notice, request, consent, certificate, instrument or paper reasonably believed by Chimaera to be genuine, properly executed or given by or on behalf of the Investor in accordance with this Agreement.
- 14.5 Contract notes issued by a dealer in respect of the Investor's trading activities (irrespective of whether the Investor has provided instructions to the dealer to execute a trade in Securities on the Investor's behalf) may be forwarded to Chimaera for the purpose of the settlement of the contract notes by Chimaera pursuant to this Agreement. Chimaera is entitled to treat the receipt of such contract notes as an instruction from the Investor to Chimaera to settle the contract notes in accordance with the terms of the relevant contract note.
- 14.6 Chimaera is under no obligation to settle contract notes issued by a dealer unless:
- 14.6.1 The Investor has instructed its dealer in writing that Chimaera will effect settlement of the contract notes under the terms of this Agreement;
 - 14.6.2 The Investor has notified that dealer in writing of Chimaera's settlement details;
 - 14.6.3 The dealer confirms in writing to Chimaera that it has received:
 - 14.6.3.1 The instruction referred to in paragraph 14.6.1; and
 - 14.6.3.2 The notification referred to in paragraph 14.6.2;
 - 14.6.4 Chimaera receives contract notes on a timely basis;
 - 14.6.5 Assets are held in the Investor's account that, in the opinion of Chimaera, are sufficient to discharge the Investor's obligations in full; and
 - 14.6.6 The Investor has satisfied any other term or condition imposed by Chimaera from time to time.
- 14.7 The Investor acknowledges that it is the Investor's sole responsibility to comply and ensure continuing compliance with the provisions of clause 14.6. Chimaera shall not be liable for any loss or damage howsoever caused if Chimaera fails or refuses to settle contract notes as a result of the Investor's failure to comply with clause 14.6. Chimaera may determine in its absolute discretion whether the Investor has complied with clause 14.6 and the Investor shall accept Chimaera's determination as final.
- 14.8 Chimaera is under no obligation to notify the Investor or any person acting on the Investor's behalf prior to a settlement if Chimaera refuses or fails to settle a contract note under this Agreement.
- 14.9 If the Investor chooses to issue instructions to Chimaera by way of facsimile or electronic transmission including email, those instructions will only be taken to have been accepted if and when Chimaera specifically acknowledges receipt and acceptance of those instructions.
- 14.10 Chimaera reserves the right to refuse to accept instructions pursuant to this Agreement from the Investor without prior notice, or to accept those instructions on conditions acceptable to Chimaera.
- 14.11 Chimaera may require the Investor to deposit security (in a form acceptable to Chimaera) with Chimaera in addition to the maintenance of cash and/or Securities in the Investor's account sufficient to fund a proposed trade before accepting any instructions from the Investor.
- 14.12 Chimaera is not obliged to account to the Investor for any interest derived on funds deposited by the Investor or held on the Investor's behalf pursuant to this Agreement.
- 14.13 Chimaera shall not be liable for any loss or damage howsoever caused in the event of any delay, failures or errors in the receipt of any instructions issued to Chimaera, or if Chimaera misinterprets the Investor's instructions in good faith.
- 14.14 The Investor agrees and warrants that prior to the placement of any order with Chimaera to enter a Securities transaction on the Investor's behalf, assets are held in the Investor's account that, in the opinion of Chimaera, are sufficient to discharge the Investor's obligations in full in respect to the settlement of that order.
- 14.15 The Investor is deemed to have been notified of, and accepted, any variations to the Dealing Policy within 24 hours of Chimaera uploading the Dealing Policy with the relevant variations on its Website.
- 14.16 If the Investor has authorised Chimaera to send to another person contract notes or trading confirmations or any other statement (whether by way of a copy or only the original) of transactions entered on the Investor's behalf, whether that other person is the Investor's Authorised Representative or not, the Investor agrees that Chimaera fully discharges its obligations to the Investor to advise the Investor of activities on its account by sending the contract note or other statement as so directed.
- 14.17 The Investor will be deemed to have accepted and ratified the content of any contract note or trading confirmation or other statement or report issued by Chimaera to the Investor (in the absence of manifest error) unless the Investor sends Chimaera



a written objection to the contract note within 24 hours of the issue of that contract note to the Investor or the Investor's appointed recipient by Chimaera, but Chimaera reserves the right to correct errors on detection in complete satisfaction of that dispute.

- 14.18 Any communication received by Chimaera pursuant to this Agreement after 3:00pm (Melbourne time) on any Business Day, whether from the Investor or any other person, may at the option of Chimaera be taken to have been received on the next Business Day.
- 14.19 If this Agreement is entered into by two or more Investors, each Investor confirms they jointly own any Assets which are the subject of this Agreement and that Chimaera is entitled to act on an instruction from any one of them and each Investor agrees to be bound jointly and severally by that instruction.

15. REPRESENTATIONS AND WARRANTIES

15.1 The Investor represents and warrants to Chimaera that:

15.1.1 Where the Investor is a corporation:

- 15.1.1.1 The Investor is not insolvent;
- 15.1.1.2 The Investor has been and is duly formed under the laws of the place of the Investor's formation;
- 15.1.1.3 This Agreement is being executed and entered into as part of the due and proper administration of the Investor and for the benefit of the shareholders of the corporation; and
- 15.1.1.4 No resolution has been passed and no petition has been presented or order made for the Investor's winding up or liquidation or the appointment of an administrator or other insolvency official to any part of the Investor:

15.1.2 Where the Investor is an individual, the Investor is of full age and sound mind and legally competent and no bankruptcy notice has been issued against the Investor:

15.1.3 Where the Investor is entering into this Agreement as trustee of a trust or superannuation fund (**Trust**):

- 15.1.3.1 It also enters into this Agreement in its own right to the extent necessary to ensure that the Investor's right of indemnity out of the Trust's assets is available to meet any claims made against the Investor by Chimaera pursuant to this Agreement;
- 15.1.3.2 This Agreement is being executed and entered into as part of the due and proper administration of the Trust and for the benefit of the beneficiaries of the Trust;
- 15.1.3.3 All of the powers and discretions conferred by the deed establishing the Trust are capable of being validly exercised by the Investor as trustee and have not been varied or revoked and the Trust is a valid and subsisting trust;
- 15.1.3.4 No restriction on the Investor's right of indemnity out of or lien over the Trust's assets exists or will be created or permitted to exist and that right of indemnity will have priority

over the right of the beneficiaries to the Trust's assets; and

15.1.3.5 In a situation where the Investor's right of indemnity against assets of the Trust is insufficient to meet any and all claims against the Investor by Chimaera, the Investor agrees that the trustee of the Trust will be bound under this Agreement as if it had entered into it solely in its own capacity;

15.1.4 The Investor is a resident of Australia for Australian tax purposes and will notify Chimaera immediately if this ceases to be the case;

15.1.5 Other than with Chimaera's prior written agreement and consent, no one except the Investor has or will have an interest in any account with Chimaera opened for the purposes of this Agreement or any of the Assets;

15.1.6 The Investor has taken such independent legal and financial advice as the Investor considers necessary prior to executing this Agreement and any other documents that the Investor may enter with Chimaera in relation to this Agreement;

15.1.7 All authorisations necessary to be obtained by the Investor prior to the execution of this Agreement have been obtained and the Investor is duly authorised and empowered to perform the Investor's duties and obligations under this Agreement;

15.1.8 This Agreement is a valid and binding obligation, enforceable against the Investor in accordance with its terms except to the extent enforceability may be limited by the availability of any equitable remedies or any applicable bankruptcy, insolvency, reorganisation or moratorium or similar laws affecting parties rights generally;

15.1.9 All information provided by the Investor to Chimaera in relation to this Agreement was true and accurate in all material respects as at the date when the information was provided and remains so at the date of this Agreement; and IP: There are no facts or circumstances known to the Investor after proper inquiry which have not been disclosed to Chimaera and which if disclosed might reasonably be expected adversely to affect the decision of a reasonably prudent financial services licensee whether to enter this Agreement.

15.1.10 There are no facts or circumstances known to the Investor after proper inquiry which have not been disclosed to Chimaera and which if disclosed might reasonably be expected adversely to affect the decision of a reasonably prudent financial services licensee to enter this Agreement.

15.2 The Investor repeats the representations and warranties made in favour of Chimaera contained in clause 15.1 on each day from the date of this Agreement until this Agreement is validly terminated in accordance with this Agreement.

15.3 The Investor acknowledges that Chimaera enters into this Agreement in reliance on these representations and warranties and they survive the entering into of this Agreement and any transactions entered pursuant to this Agreement.

15.4 The Investor acknowledges that it has not entered into this



Agreement relying on any representation, warranty, promise or statement of Chimaera, or of any person acting on behalf of Chimaera, that is not reflected in this Agreement.

16. LIABILITY OF CHIMAERA

- 16.1 Except in the case of fraud, dishonesty, gross negligence or wilful default, Chimaera is not liable for, and need not indemnify the Investor for any loss resulting from, Chimaera's own acts or omissions or the acts or omissions of its agents, employees or contractors.
- 16.2 Subject to clause 16.1, and except to the extent required by law, Chimaera is not responsible for verifying the good title, validity or legitimacy, including good deliverable form, of any property or evidence of title of any property received by Chimaera or delivered to Chimaera pursuant to this Agreement.
- 16.3 Subject to clause 16.1, and except to the extent required by law, Chimaera is not liable for any of act or omission of Chimaera or any of its officers or employees performed in good faith in reliance upon any notice, request, consent, certificate or instrument reasonably believed by it to be genuine and to be passed, signed, endorsed or otherwise to be given by the proper party or parties.
- 16.4 Subject to clause 16.1, and except to the extent required by law, Chimaera is not liable to the Investor or any other person for any loss, damage or expense resulting from or caused by:
- 16.4.1 Events or circumstances beyond Chimaera's reasonable control including nationalisation, expropriation, currency restrictions, disruption of normal procedures and practices of any securities markets, acts of war or terrorism, riots, revolution, acts of God or other similar events or acts;
 - 16.4.2 Errors made by the Investor; its agent or any Authorised Representative in its instructions to Chimaera;
 - 16.4.3 Failure by the Investor to adhere to Chimaera's Operational Policies and procedures; or
 - 16.4.4 The operation (including, without limitation, delays or errors) of any automated trading, payment or clearing house system.
- 16.5 Except in the case of fraud, dishonesty, gross negligence or wilful default on the part of Chimaera, its employees, agents and/or contractors, and without prejudice to any indemnity allowed by law, the Investor indemnifies Chimaera against any cost, claim, action, damage, loss, liability, payment, charge and expense incurred or suffered, or which Chimaera is liable for, in connection with Chimaera providing services to or on behalf of the Investor under this Agreement or any breach of this Agreement by the Investor or any Related Party of the Investor; including all costs and expenses in respect to the prosecution or defence of any action or suit in relation to this Agreement. It is not necessary for Chimaera to incur expenses, suffer any loss or make payment before enforcing a right of indemnity under this clause. This indemnity is a continuing obligation, separate and independent from the other obligations of the Investor, and survives termination of this Agreement.
- 16.6 Except to the extent required by law, nothing under this Agreement requires Chimaera to compensate the Investor for any consequential losses, however occasioned.

17. CREDIT INFORMATION

- 17.1 The Investor agrees that Chimaera may use the information

provided by the Investor in connection with this Agreement and the documents referred to in clause 30, and obtain information about the Investor; in the ways set out in this clause, until this Agreement and all the documents referred to in clause 30 have been validly terminated.

- 17.2 Chimaera may give a credit reporting agency personal information about the Investor and any of its officers, including identity particulars.
- 17.3 Chimaera may obtain personal and commercial credit information about the Investor and any of its offices from a credit reporting agency or any other business that provides information about creditworthiness, if Chimaera thinks it necessary to do so.
- 17.4 Chimaera may exchange information with credit providers about the Investor's creditworthiness, credit standing, credit history or credit capacity. The Investor acknowledges and agrees that Chimaera may use this information in connection with any dealings with the Investor.

18. COMMISSION DISCLOSURE

The Investor acknowledges that Chimaera may pay commissions to, or receive commissions from Related Bodies Corporate, issuers of Securities, suppliers of information services, suppliers of advisory services, suppliers of banking services or suppliers of clearing services in respect of the services, the Securities and transactions referred to in clause 2 and Chimaera is entitled to pay such commissions to the payee or retain such commissions for Chimaera's own benefit as the case may be.

19. EXCHANGE OF INFORMATION AND PRIVACY CONSENT

- 19.1 The Investor agrees that Chimaera can exchange with Related Bodies Corporate of Chimaera any information about the Investor including:
- 19.1.1 Any information contained in any documentation or application provided to Chimaera;
 - 19.1.2 Transaction details or transaction history arising out of the Investor's arrangements with Chimaera;
 - 19.1.3 Anything about the Investor's creditworthiness, credit standing, credit history or credit capacity which may, under the Privacy Act, lawfully be exchanged; and
 - 19.1.4 Any other information the Investor provides to Chimaera or which Chimaera otherwise lawfully obtains about the Investor, (collectively **Personal Information**).
- 19.2 If Chimaera engages anyone (a **Service Provider**) to do something on its behalf (for example, a mailing house, data processor or settlement agent) then the Investor agrees that Chimaera may disclose Personal Information to the Service Provider.
- 19.3 Chimaera may disclose Personal Information to entities other than Chimaera and Service Providers where it is required or allowed by law or where the Investor has otherwise consented. Entities to which Chimaera may be required to disclose that information include any government department or agency, regulatory body or any authority that is involved in the regulation of Securities trading and clearing.
- 19.4 The Investor agrees that Personal Information can be used by Chimaera and any Service Provider including for the purpose of effecting execution and settlement in respect of the services, Securities or transactions referred to in clause 2, planning, product development and research.



Custody and Investor Services

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- 19.5 The Investor understands that the Investor can access most Personal Information that Chimaera holds upon the making of a request in writing to Chimaera (this may not be possible in some circumstances, in which case the Investor will be told why that is the case).
- 19.6 The Investor agrees that if the Investor fails to provide any information requested by Chimaera, or does not agree to any of the possible exchanges or uses of the Personal Information detailed above, Chimaera may not be able to provide the services or undertake the transactions set out in clause 2 and Chimaera reserves the right to terminate any or all services or transactions entered or to be entered within the scope of clause 2.
- 19.7 The Investor agrees that when any of the Personal Information provided by the Investor to Chimaera changes the Investor will promptly notify Chimaera in writing of the new details.
- 19.8 The Investor authorises the recording of any telephone conversations between Chimaera and the Investor, with or without an audible tone device and without the need to notify the Investor that a telephone conversation may be being recorded.
- 19.9 The Investor agrees that Chimaera may contact the Investor, or send the Investor information, regarding other products and services offered by Chimaera or its Related Bodies Corporate from time to time.

20. VARIATION AND TERMINATION

- 20.1 Chimaera may unilaterally vary the terms and conditions of this Agreement (including deleting, altering or adding a new provision) at any time. If Chimaera does vary the terms of this Agreement, Chimaera will give the Investor five Business Days' prior notice of the variation. Notice of any such variations will be taken to have been provided to an Investor if:
- 20.1.1 Details of the variation are posted to the Investor;
- 20.1.2 Details of the variation are emailed to the Investor using the address held by Chimaera; or
- 20.1.3 Details of the variation are posted on the Website, in which case notice will be deemed to have been provided on the day that the relevant notice is uploaded onto the Website.
- 20.2 Chimaera may make a variation to a term or condition of this Agreement without any notice where in the opinion of Chimaera such variation is necessary to restore or maintain the security of Chimaera's financial, trading or accounting systems. Notice of any such variations will be provided to the Investor in one of the manners contemplated in clause 20.1 within 30 days of that variation having been made.
- 20.3 Chimaera may terminate any or all transactions entered within the scope of clause 2 if the Investor has breached any of the terms of this Agreement or the terms of the documents referred to in clause 2. If Chimaera exercises this right any such termination will take effect two Business Days after Chimaera notifies the Investor of this termination. Instructions the Investor gives after the issue of a notice of termination by Chimaera may be refused. Chimaera accepts no liability for any losses incurred by the Investor arising directly or indirectly as a result of any such termination.
- 20.4 The Investor may terminate this Agreement by giving not less than 30 days notice in writing to Chimaera, subject to the Investor satisfying all outstanding obligations under this Agreement, any document referred to in clause 2 and any relevant Securities dealings.
- 20.5 Termination of this Agreement pursuant to this clause will not affect any rights or obligations accrued prior to termination.

21. EFFECTIVE PERIOD AND TERMINATION

- 21.1 This Agreement becomes effective as of the Effective Date and subject to clause 21.3, continues in full force and effect until terminated in accordance with clause 21.2 or otherwise in accordance with this Agreement.
- 21.2 Subject to clause 21.4, either the Investor or Chimaera may terminate this Agreement at the expiration of at least 30 days written notice.
- 21.3 On termination of this Agreement Chimaera must make the Assets available for return to the Investor, or deliver the Assets to a custodian appointed by the Investor, upon the Investor having signed such documentation as Chimaera reasonably deems necessary to effect such a transfer and paid such fees as reasonably levied by Chimaera to facilitate the transfer of the Assets as directed by the Investor.
- 21.4 The ability of the Investor to terminate this Agreement pursuant to clause 21.2 is subject to the Investor satisfying all outstanding obligations under this Agreement, each document identified in clause 2 and any relevant Securities dealings.
- 21.5 The provisions of clauses 16, 5 and 6 are continuing obligations and survive the termination of this Agreement for any reason.

22. NOTICES

- 22.1 Except as otherwise provided in this Agreement, a notice, approval, consent or other communication in connection with this Agreement:
- 22.1.1 Must be in writing; and
- 22.1.2 Must be left at the address of the addressee, or sent by pre-paid ordinary post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee which is specified in the Agreement or if the addressee notifies another address or facsimile number then to that address or facsimile number.
- 22.2 A letter or facsimile is taken to be received:
- 22.2.1 In the case of a posted letter, on the third (seventh if posted to or from a place outside Australia) Business Day after posting; and
- 22.2.2 In the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this clause.
- 22.3 Except as required by law, contemplated by this Agreement or as is necessary for the performance of its obligations under this Agreement by its officers or agents, neither party may directly or indirectly disclose to any other person, or use or permit to be disclosed or used for any purpose other than a purpose contemplated by this Agreement; or as a consequence of any direction given pursuant to this Agreement, or in the normal course of business for credit assessment, the terms of this Agreement or any information that may be acquired by the party under or for the purposes of this Agreement and each party must keep all such information confidential, except where publicly available other than by breach of this Agreement.



23. GST

If any payment made to a party pursuant to or relating to this Agreement constitutes consideration for a taxable supply for the purposes of GST, the amount to be paid for the supply will, upon presentation of a valid tax invoice to the recipient by the supplier, be increased so that the net amount retained by the receiving party after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply.

24. MISCELLANEOUS

- 24.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- 24.2 A provision of or a right created under this Agreement may not be waived or varied except in writing signed by the party granting the waiver (in the case of a waiver), or by the parties (in the case of a variation).
- 24.3 A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Agreement expressly provides otherwise.
- 24.4 The rights, powers and remedies provided to a party to and under this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.
- 24.5 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it (including the execution of documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.
- 24.6 Where a party is unable, wholly or in part, because of any thing which is not reasonably within its control (**Force Majeure**) to carry out any obligation under this Agreement, and it:
- 24.6.1 Gives the other party prompt notice of that Force Majeure with reasonably full particulars and, in so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
- 24.6.2 Uses all reasonable endeavours to remove and remedy that Force Majeure as quickly as possible;
- that obligation is suspended so far as it is affected by the continuance of that Force Majeure. Any obligation to pay money is not excused by Force Majeure.
- 24.7 This Agreement will be construed in accordance with the laws of the state of Victoria, Australia. The parties submit to the jurisdiction of the courts of that state.
- 24.8 If any term, agreement or condition of this Agreement or the application of any term, agreement, or condition of this Agreement to any person or circumstance is or becomes illegal, invalid, or unenforceable in any jurisdiction it will be severed and none of the remaining terms, agreements, and conditions nor the application, validity, or enforceability of the severed term, agreement, or condition in any other jurisdiction will be affected.
- 24.9 The Investor may not assign its rights under this Agreement without the prior written consent of Chimaera.
- 24.10 Any attorney who signs this Agreement personally declares to

Chimaera that they have no notice of the revocation of the power of attorney under which they sign and that the terms and conditions of the power of attorney under which they sign empower the attorney to execute this Agreement.

25. VARIATION OF TERMS AND CONDITIONS RELATING TO FEES

Chimaera may vary any of the terms and conditions of this Agreement in respect of the fees and charges payable by the Investor under this Agreement upon the provision of not less than five Business Days' notice to the Investor. Such notice may be provided in any of the manners contemplated in clause 20.1.

26. GENERAL

- 26.1 Any failure, delay or relaxation by Chimaera in exercising any power or right conferred under this Agreement or otherwise does not operate as a waiver; nor will any single or partial exercise of such power or right preclude any future exercise of it.
- 26.2 In addition to any other right of set-off of Chimaera, should the Investor default in any of its obligations under or pursuant to this Agreement or any of the documents contemplated in clause 30, Chimaera may without notice combine, consolidate, or merge any or all of the Investor's accounts conducted with Chimaera and may set-off the moneys due to Chimaera against them, even though those accounts may not be in the same currency. Chimaera may effect any currency conversion necessary or desirable for that purpose. Chimaera need not allow any set-off between the moneys due to the Investor under this Agreement and any credit balance of any other account conducted with Chimaera by any person.
- 26.3 Time is of the essence with respect to the Investor's obligations under this Agreement.
- 26.4 This Agreement may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.
- 26.5 The Investor must not initiate, engage in or effect a transaction that may be in breach of Australian law, or the law of any other country.
- 26.6 To meet Chimaera's regulatory and compliance obligations including those obligations relating to anti-money laundering and counter financing of terrorism, Chimaera has increased the levels of control and monitoring it performs. As part of Chimaera's compliance with these laws transactions may be delayed, blocked or refused and Chimaera may from time to time require additional information from the Investor. Where legally obliged to do so, Chimaera may disclose any information of the Investor including additional information gathered to the appropriate regulatory and/or law enforcement agencies.

PART IV - DEALING

27. SETTLEMENT OBLIGATIONS

- 27.1 The Investor must ensure that Chimaera receives, or has unfettered control over, the entire payment required to effect settlement or unencumbered Securities (or authorisation to give instructions in relation to those Securities in a form satisfactory to Chimaera), as the case may be as is necessary to enable settlement to occur. The Investor must also give Chimaera any other documents or information Chimaera requests to enable Chimaera to settle the transaction. The Investor must comply with the settlement instructions contained in a contract note



or trading confirmation issued in respect of the transaction. In some cases Chimaera may require the Investor to provide funds or Securities prior to executing an order or entering into a transaction on the Investor's behalf.

- 27.2 If the Investor fails to settle a contract as required by this Agreement, Chimaera may resell or repurchase, as the case may be, the relevant Securities at the Investor's risk and expense (including, without limitation, any applicable brokerage, stamp duty, interest and Chimaera's administration fees). The Investor must pay Chimaera any loss it suffers as a result. The Investor must also pay Chimaera any fail fees levied by an Exchange arising because the Investor failed to enable settlement of a Securities transaction to occur when scheduled. This clause does not limit any other right Chimaera may have against the Investor for failing to settle as required.

28. PAYMENT OBLIGATIONS

- 28.1 The Investor must pay to Chimaera:
- 28.1.1 Any fees, taxes, stamp duty or other charges levied in connection with any dealings in Securities with the Investor or any dealings effected on the Investor's behalf;
 - 28.1.2 Any brokerage at such rates as advised by Chimaera from time to time;
 - 28.1.3 Interest on all unpaid amounts at the rate Chimaera specifies as a rate customarily charged by Chimaera relevant to such amounts and in accordance with Chimaera's usual practice, such interest accruing and calculated daily from the due date (irrespective of any grace period) to the date of payment in full; and
 - 28.1.4 Any amounts owing to Chimaera or due to be paid to Chimaera, and each of its Related Bodies Corporate, arising from transactions in Securities between Chimaera and the Investor including, but not limited to, transactions under this Agreement or any of the documents referred to in clause 2 and clause 30.
- 28.2 A notice signed by any of Chimaera's directors, managers or other authorised employees as to a matter or as to an amount payable to Chimaera in connection with this Agreement is conclusive and binding on the Investor as to the amount stated in it or any other matter of a factual nature.
- 28.3 The Investor authorises Chimaera and each of its Related Bodies Corporate to deduct any amounts payable by the Investor to Chimaera or any of Chimaera's Related Bodies Corporate from any account maintained by the Investor with Chimaera or any Related Bodies Corporate.
- 28.4 Chimaera may make payments due under this Agreement to the Investor or in accordance with the Investor's written directions. Chimaera shall not be liable for any loss or damage howsoever caused in respect of any payments made, including payments made to or for the benefit of third parties pursuant to this clause. A payment to any person pursuant to this clause discharges Chimaera's obligation in respect of that payment in full.

29. AUTHORITY

The Investor affirms that this Agreement and the documents identified in clause 30 constitute legally valid, binding, and enforceable obligations of the Investor.

30. POWER OF ATTORNEY

- 30.1 The Investor for valuable consideration appoints the Attorneys jointly and each of them severally to be its attorneys for the purposes set out in this clause 30.
- 30.2 The Attorneys may do in Investor's name and on the Investor's behalf everything deemed by Chimaera to be necessary or expedient to:
- 30.2.1 Give effect to the transactions contemplated under this agreement by preparing and completing any documents including, but not limited to the filing, lodging, stamping and registering of any documents, completing blanks and making amendments to documents or, alterations or additions to documents as considered necessary or desirable by the Attorneys;
 - 30.2.2 Execute and deliver any documents which are referred to in the documents described in clause 30.2.1 or which are ancillary or related to them or contemplated by them;
 - 30.2.3 Execute and deliver any document or perform any act, matter or thing at Chimaera's absolute discretion in any way relating to the Securities (included in the documents described in this clause); and
 - 30.2.4 Give instructions for the purposes of any of the documents described in clause 30.2.1 to a sub-custodian appointed under this Agreement.
- 30.3 The Investor declares that all acts, matters and things done by the Attorneys in exercising power under this Power of Attorney will be as good and valid as if they have been done by the Investor and the Investor agrees to ratify and confirm whatever the Attorneys do in exercising power under this Power of Attorney.
- 30.4 The Investor indemnifies each of the Attorneys against, and the Investor must therefore pay the Attorneys on demand for, all liabilities, losses, costs, charges, or expenses of the Attorney arising from the exercise of powers under this clause 30.
- 30.5 The Investor declares that a person (including, but not limited to, a firm, body corporate, unincorporated association or authority) who deals with the Attorneys in good faith may accept a written statement signed by the Attorneys to the effect that:
- 30.5.1 The act of an Attorney is a proper exercise of the powers under this Power of Attorney; and/or
 - 30.5.2 The Power of Attorney has not been revoked as conclusive evidence of that fact.
- 30.6 The Investor may revoke this Power of Attorney by providing Chimaera 14 days notice in writing of the Investor's intention to revoke the Power of Attorney.
- 30.7 The Investor declares that the Investor and a person (including, but not limited to a substitute or assignee) claiming under the Investor are bound by anything the Attorneys do in exercising powers under this Power of Attorney.
- 30.8 In the exercise of these powers the Attorneys may exercise and perform any power, authority, duty, or function as a trustee conferred or imposed on the Investor; and may confer a benefit on Chimaera or the Attorneys.

31. SHORT SELLING AND OTHER DEALINGS

- 31.1 Chimaera may deal in the same Securities as those traded or acted upon by the Investor, as principal, agent, broker, underwriter,



manager, adviser or in any other capacity. Chimaera is not liable to the Investor in connection with these activities. Chimaera may obtain confidential information from other sources which Chimaera does not take into account in respect of the Investor's Securities transactions.

- 31.2 The Investor acknowledges that should it wish to engage in the trading of Contracts for Difference (CFDs), options, warrants or other derivatives (**collectively Other Dealings**) then an agreement with a third party providing these Other Dealing services and acceptable to Chimaera will need to be executed by the Investor in respect of these Other Dealings, and the terms of this Agreement satisfied in every respect, before any such transactions may be effected pursuant to this Agreement.
- 31.3 The Investor may borrow securities from Chimaera for the purpose of executing a short sale in respect of these securities and Chimaera agrees to lend the securities to the Investor to facilitate the short sale provided that:
- 31.3.1 The Investor acknowledges (which it does by executing this Agreement) that it cannot enter into a short sale in respect of any security unless the security the subject of the short sale is approved by Chimaera as a security that may be sold short;
- 31.3.2 Chimaera may require the Investor to deposit with Chimaera cleared funds and/or acceptable additional Securities as collateral (**Initial Margin**) in respect of a short sale. Both the amount of Initial Margin and the time of its call shall be within the absolute discretion of Chimaera and Chimaera is under no obligation to allow any offset of any Initial Margin requirement;
- 31.3.3 Chimaera may at any time in its absolute discretion as to time and amount, increase the Initial Margin requirements applicable in respect of any short-sale and require the Investor to deposit with Chimaera cash and/or Securities acceptable to Chimaera to meet the increase in Initial Margin;
- 31.3.4 Chimaera may at any time in its absolute discretion require the Investor to pay such amounts as are necessary to maintain or close any short position. These amounts shall include interest, Securities borrowing fees and any compensatory amounts payable arising from the Securities the subject of the short position such as dividend amounts or any other corporate actions;
- 31.3.5 The Investor must pay to Chimaera the amount of additional cash called within 24 hours of the giving of such notice by Chimaera. In all respects time shall be of the essence for all payment obligations of the Investor;
- 31.4 Any exercise by Chimaera of any power or right under clause 31, including without limitation the calling of margin shall be binding on the Investor.
- 31.5 Upon Chimaera making a call on the Investor pursuant to this clause 31, the Investor acknowledges that Chimaera may refuse any request by the Investor to enter into any further transaction or until Chimaera has confirmed receipt of the cleared funds and/or Securities to be delivered.
- 31.6 The Investor's liability to indemnify Chimaera in respect of any short-sales, CFD's, options, warrants or derivatives entered on the Investor's instructions is not limited to the amount, if any, deposited with Chimaera from time to time.

- 31.7 For the avoidance of doubt any reference to time under this clause 31 shall include days, which are not Business Days.

32. CHIMAERA DOES NOT PROVIDE INVESTMENT ADVICE

- 32.1 The Investor explicitly acknowledges that Chimaera does not and will not provide any form of investment advice to the Investor regarding a proposed dealing in Securities, the Investor's investment decisions and/or any other aspect of the Investor's financial affairs requiring the provider of such advice to hold a licence permitting a licensee to provide a person with financial or investment advice.
- 32.2 To the extent that any investment advice is received from an officer or ostensible representative of Chimaera, then that advice will be taken to have been issued by the Chimaera Adviser provided that the Investor and the Chimaera Adviser have previously executed a valid and subsisting Client Agreement.
- 32.3 The Investor agrees that it will not rely in any way on proposals, suggestions or recommendations issued by a Related Body Corporate of Chimaera, other than by the Chimaera Adviser and provided that such advice is issued specifically pursuant to a Client Agreement.
- 32.4 The Investor will hold Chimaera and its Related Bodies Corporate harmless from any liability whatsoever relating to any advice received pursuant to the Securities or the Investor's investment decisions issued by an entity other than the Chimaera Adviser where that advice is issued pursuant to a valid and subsisting Client Agreement.
- 32.5 The terms and conditions under which investment advice may be provided by the Chimaera Adviser to the Investor are contained within the Client Agreement or a statement of advice (if any) issued to the Investor by the Chimaera Adviser pursuant to the Client Agreement (if any).

PART V – DEFINITION and INTERPRETATION

33. DEFINITIONS

The following words have these meanings in this Agreement unless the contrary intention appears.

Agreement means this Agreement and includes the Application Form as amended in accordance with the following terms and conditions from time to time.

Application Form means the Application Form forming part of this Agreement and includes an electronic copy of the Application Form.

Approved Collateral means, Securities or financial instruments or deposits of currency or any combination thereof, which are delivered by a Borrower to Chimaera.

Asset means the property of the Investor deposited with Chimaera from time to time in accordance with this Agreement and it includes any part of the Assets and any rights and income arising from that property.

ASX means the Exchange operated by Australian Stock Exchange Limited.

Attorneys means each director, secretary and officer of Chimaera Capital Limited.

Authorised Representative means the person specified in the Application Form and any person advised to Chimaera in accordance with clause 14.2.

Borrower means an entity to which Securities may be loaned under this Agreement;



Business Day means any day on which banks generally are open for business in Melbourne or Singapore but excluding Saturdays and Sundays and public holidays.

Cash Collateral means Approved Collateral that takes the form of a deposit of currency.

Chimaera Adviser means Chimaera Private Limited ABN 22 108 940 889 AFSL 317743 or Chimaera Financial Group Ltd Company No. 293669 CE No. ABV029, or Chimaera Capital Management Pte Ltd Company No: 200905041N, as the case maybe.

Clearing House means a person who provides facilities for the transfer of securities in the ordinary course of trading in securities on an Exchange.

Client Agreement means an agreement, if any, between one or more of the Chimaera Advisers and the Investor dated on after the date of this Agreement pursuant to which the Chimaera Advisers agrees to provide certain investment advisory services to the Investor;

Constitution means the constitution of Chimaera Capital Limited.

Corporate Action Policy means Chimaera's policies and procedures in respect of the processing of Corporate Actions on behalf of Investors.

Corporations Act means the Corporations Act 2001 (Commonwealth of Australia) or the Companies Act Chapter 50 (Republic of Singapore).

Dealing Policy means Chimaera's policies and procedures that an Investor must adhere to in relation to an Investor's dealing in Securities under this Agreement.

Effective Date means the date on which any Asset (including cash) comes into the possession of Chimaera.

Exchange includes the securities exchanges operated by ASX, HKE, LSE, NYSE, SGX and TSE.

Financial Services Guide means the important document at the front of this Agreement that outlines the types of products and services that Chimaera is authorised to provide under its Australian Financial Services Licence.

GST means the tax imposed by the GST Acts and the related Acts of the Commonwealth of Australia and the Republic of Singapore as the case maybe.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth of Australia) or Goods and Services Tax Act, Chapter 117A (Republic of Singapore) as the case maybe.

HKE means the Exchange operated by Hong Kong Exchange and Clearing Limited and its related entities.

LSE means the Exchange operated by London Stock Exchange plc.

Input Tax Credit has the same meaning as in the GST Act.

Custody and Investor Services Agreement means this Agreement.

NYSE means the Exchange operated by NYSE Euronext.

Power of Attorney means the Power of Attorney granted to the Attorneys in clause 30 of this Agreement.

Proper Instructions means instructions in writing received by Chimaera from the Investor or an Authorised Representative.

Proper Instructions Policy means Chimaera's policies and procedures in respect of the acceptance and processing of Proper Instructions.

Related Bodies Corporate means a related corporation for the purposes of the Corporations Act or the Companies Act.

Related Party has the meaning given to that term in the Corporations Act.

Rules means the business rules of an Exchange.

Securities means securities (including, without limitation, "securities" as defined in the Corporations Act) or derivatives (in each case whether or not traded on an Exchange).

SGX means the Exchange operated by Singapore Exchange Limited.

Tax Invoice or **invoice** has the same meaning as in the GST Acts.

Taxable Supply has the same meaning as in the GST Act.

Taxes means all taxes of whatever nature lawfully imposed including income tax, recoupment tax, land tax, sales tax, payroll tax, fringe benefits tax, group tax, capital gains tax, profit tax, interest tax, property tax, undistributed profits tax, withholding tax, municipal rates, financial institutions duty, bank account debit tax, stamp duties and other taxes, charges, duties and levies assessed or charged or assessable or chargeable by or payable to any national, federal, state or municipal taxation or excise authority, including any interest, penalty or fee imposed in connection with any tax, rates, duties, charges or levies.

TSE means the exchange operated by Tokyo Stock Exchange Inc.

Title Documents means the certificates, warrants, receipts, acknowledgments, scripts and other written evidence of title to or interest in the Assets.

Website means the internet address www.chimaeracapital.com or such other website address as may be specified by Chimaera from time to time.

34. INTERPRETATION

In this Agreement unless the contrary intention appears:

- 34.1 A reference to a clause or schedule is a reference to a clause of or a schedule to this Agreement and references to this Agreement include any recital or schedule.
- 34.2 A reference to this Agreement or another instrument includes any variation or replacement of any of them.
- 34.3 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 34.4 The singular includes the plural and vice versa.
- 34.5 The word person includes a firm, a body corporate, an unincorporated association or any authority.
- 34.6 A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.
- 34.7 If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- 34.8 Headings are inserted for convenience and do not affect the interpretation of this Agreement.



DECLARATION

I/We and the Investor declare that I/We and the Investor:

- (a) have completed the Application Form and all details provided are true and correct;
- (b) have read and understood the Custody and Investor Services Agreement (CISA) and any agreements and documents referred to therein and the FSG;
- (c) agree to the terms and conditions of the financial services covered by CISA and agree to be bound by the provisions of the CISA as amended from time to time;
- (d) have legal and power authority to undertake the activities and transactions under the above mentioned documents;
- (e) have obtained independent financial advice;
- (f) consent to receive ongoing investor information, confirmations of transactions and additional information electronically, where I/we and the Investor have provided an email address;
- (g) have accepted the provision of financial services to us in Australia;
- (h) acknowledge that undertaking the activities and transactions under the above mentioned documents are subject to investment risk including possible delays in repayment, deterioration in liquidity and loss of income and capital invested;
- (i) acknowledge that neither Chimaera nor any affiliate of Chimaera guarantees the return on any investment or that the investment will gain in value or retain its value;
- (j) will not knowingly do anything that places Chimaera in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and related rules and will notify Chimaera if any of us are aware of anything that would put Chimaera in breach of that Act;
- (k) are not aware and have no reason to suspect that:
 - the money used to fund the investment is derived from or related to money laundering, terrorism financing or similar activities; and
 - proceeds of investment made in connection with this agreement will fund money laundering, terrorism financing or similar activities; and
 - if requested by Chimaera, will provide additional information and assistance, and comply with all reasonable requests to facilitate Chimaera's compliance with Anti-Money Laundering and Counter-Terrorism Financing laws in Australia or an equivalent overseas jurisdiction.

EXECUTED as an Agreement.

SIGNED by the INVESTOR

Name of **Sole Director** **Director/Secretary** **Trustee** **Partner** **Investor**

Full given name(s):

Surname:

Signature:

Name of **Director** **Trustee** **Partner** **Investor**

Full given name(s):

Surname:

Signature:

Name of **Director** **Trustee** **Partner** **Investor**

Full given name(s):

Surname:

Signature:

Name of **Director** **Trustee** **Partner** **Investor**

Full given name(s):

Surname:

Signature:

SIGNED by a duly authorised representative of CHIMAERA CAPITAL LIMITED

Name of Authorised Officer:

Signature:

Date: (DD/MM/YYYY): / /

Chimaera Capital Limited

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