



WILSONS  
ADVISORY

# ASX Bookbuild Client Agreement

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Effective from 03 July 2023

Wilsons Advisory and Stockbroking Limited ("Wilsons Advisory")  
ABN 68 010 529 665  
AFS Licence 238375  
Registered Office:  
Level 53, 111 Eagle Street,  
Brisbane, QLD 4000  
[www.wilsonsadvisory.com.au](http://www.wilsonsadvisory.com.au)  
1300 655 015

## 1.1 Application of ASX Operating Rules

The Client and Wilsons Advisory are bound by the ASX Operating Rules of ASX Limited ("ASX"), the Corporations Act and the Procedures, customs, usages and practices of ASX and its related entities, as amended from time to time, in so far as they apply to ASX BookBuild and any allocation of Financial Products in an offer on ASX BookBuild.

## 1.2 Right to refuse to deal

The Client acknowledges that Wilsons Advisory may at any time refuse to deal in, or may limit dealings in, the Financial Products offered under ASX BookBuild for the Client. Wilsons Advisory is not required to act in accordance with the Client's instructions, where to do so would constitute a breach of the ASX Operating Rules or the Corporations Act. Wilsons Advisory will notify the Client of any refusal or limitation as soon as practicable.

## 1.3 Offers in the U.S. or to U.S. persons where terms of offer are silent

If the terms of the offer are silent on whether offers and issues of Financial Products are prohibited in the United States or to U.S. persons, then the Client acknowledges that the following terms of the offer will apply:

- a) The Financial Products have not been, and will not be, registered under the US Securities Act of 1933 (the US Securities Act), and may not be offered, sold or resold in the United States, or to or for the account or benefit of U.S. persons, except in accordance with an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act;
- b) Expressions used but not defined in these terms have the meanings set forth in Regulation S under the US Securities Act.

## 1.4 Warranty

When the Client instructs Wilsons Advisory to enter a Bid in an offer of Financial Products the Client warrants that:

- a) it is aware of and agrees to:
  - a. the Investment Cap; and
  - b. the terms of the offer;
- b) it is entitled, under:
  - a. the Investment Cap; and
  - b. the terms of the offer,

to enter that Bid and to subscribe for any Financial Products allocated to it under Rule [4930].

## 1.5 Allocation

The Client acknowledges that where it has received an allocation of Financial Products as a result of a Bid entered by Wilsons Advisory on its behalf for the allocation of the relevant Financial Products under the applicable offer it has an obligation to subscribe for the number of Financial Products allocated to it at the final BookBuild Price on the terms of that offer.

## 1.6 Divestment

When the Client:

- a) has received an allocation of Financial Products in an offer on ASX BookBuild which represents a percentage of Financial Products in that offer which exceeds the Investment Cap; or
- b) as received an allocation of Financial Products in an offer on ASX BookBuild which results, or together with allocations to other persons result, in the voting power in the BookBuild Issuer of the Client or any other person increasing from a percentage at or below the Investment Cap to a percentage above the Investment Cap,

the Client acknowledges that such allocation was outside of the parameters established by the BookBuild Issuer for the offer on ASX BookBuild and that the BookBuild Issuer may, at its election, require that the client divest such number of Financial Products allocated in the offer on ASX BookBuild up to the number required for the relevant person to no longer exceed the Investment Cap.

For the purposes of this clause 1.6, a person's voting power in the BookBuild Issuer has the meaning given by s610 of the Corporations Act.

The Client acknowledges that damages are not an adequate remedy for a breach of clause 4 and that the BookBuild Issuer can require specific performance of this clause 1.6.

## 1.7 Enforceability by BookBuild Issuer

The Client acknowledges that the warranties and acknowledgments in clauses 1.4, 1.5 and 1.6 above can be enforced by the BookBuild Issuer.

## 1.8 Effect of termination

Termination does not affect the existing rights and obligations of the Client or Wilsons Advisory at termination.

## 1.9 Revised terms prescribed by ASX

If ASX prescribes amended minimum terms for an ASX BookBuild Client Agreement for the purposes of the Rules (the "New Terms"), to the extent of any inconsistency between these minimum terms and the New Terms, the New Terms will override the terms of the ASX BookBuild Client Agreement and apply as if the Client and the Trading Participant had entered into an agreement containing the New Terms.

## 1.10 Trading Participant to provide Client with copy of changes

Wilsons Advisory will provide a copy of the New Terms to the Client as soon as practicable after ASX prescribes the New terms.





**Wilsons Advisory & Stockbroking Ltd**

[www.wilsonsadvisory.com.au](http://www.wilsonsadvisory.com.au)

For your nearest office  
free call 1300 655 015