



WILSONS
ADVISORY

Corporate Deal Intermediary Agreement

Effective from 8 November 2017

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 1300 655 015

Parties:

Wilsons Advisory and Stockbroking Limited (ABN 68 010 529 665) with its registered address at Level 53, 111 Eagle Street, Brisbane, QLD 4000.

This agreement sets out the agreement between the parties with respect to Wilsons Advisory arranging for an intermediary to participate in offers of securities that are managed by Wilsons Advisory or its affiliates (each an Offer in a Company).

This agreement applies to any clients of Wilsons Advisory (each an Intermediary) who participate in an Offer on behalf of underlying investors that are not clients of Wilsons Advisory, and are therefore not participating in the Offer directly through Wilsons Advisory.

1 Arranging for investments in Company

- a) The Intermediary will participate in the Offer on behalf of various investors and, in return the Intermediary will be paid a fee (in accordance with clause 6 of this agreement), subject to the terms of this agreement.
- b) The Intermediary will ensure completion of any relevant investment documentation and transactions relating to the Offer.
- c) The Intermediary will only use disclosure documents provided by or approved by the Company or by Wilsons Advisory when dealing with its Investors.
- d) The Intermediary will provide complete and accurate settlement instructions to Wilsons Advisory and any other relevant parties such that Wilsons Advisory is not required to establish an account or any direct legal relationship with the investors.
- e) The Intermediary will be responsible for ensuring that any settlement instructions provided are operable by the recipients of such instructions, and for resolving any issues that arise in relation to settlement.

In this agreement, the term "Investor" or "Investors" means any person(s) (including any entity) on behalf of whom the Intermediary is participating in the offer, and includes any nominee or custodian (acting for that person) participating in the offer for and on behalf of such person(s).

2 Complying with laws

- a) The Intermediary represents that it is appropriately licensed or authorised to provide any financial services required for it to participate in the Offer on behalf of its clients, including financial advice and dealing services.
- b) The Intermediary represents and warrants that it and its representatives have complied with their obligations under the Intermediary's Australian Financial Services Licence (or any Australian Financial Services Licence under which they are authorised) (AFSL), the Corporations Act 2001 and with any relevant ASIC direction or class order guide in respect of any services it has provided, to its investors or otherwise, in respect of this agreement.
- c) The Intermediary undertakes that it and its representatives will comply with the Intermediary's AFSL (or any AFSL under which they are authorised), the Corporations Act 2001 and with any relevant ASIC direction or class order guide in respect of any services it will provide in respect of this agreement.

3 Liability

- a) The Intermediary acknowledges that Wilsons Advisory will have no responsibility for the Intermediary's conduct or omissions regarding Investors, nor will Wilsons Advisory have any liability to the Intermediary or to any Investor for any loss, damages or expenses (**Loss**) incurred by the Intermediary or an Investor relating to the activities contemplated by this agreement.
- b) The Intermediary will be liable, and will indemnify Wilsons Advisory and its affiliates, for any loss, damages or expenses (**Loss**) resulting from claims made by any Investor relating to the activities contemplated by this agreement, unless such Loss is the direct result of Wilsons Advisory's gross negligence, wilful default, or fraud.
- c) This clause 3 survives termination of this agreement.

4 Relationship of parties

- a) The relationship between the Intermediary and Wilsons Advisory created by this agreement is that of an independent contractor. Nothing in this agreement constitutes a party as the partner, agent or authorised representative of another party for any purpose, or creates any fiduciary obligation, partnership, agency or trust relationship. No party has any authority to bind another party in any way.
- b) Neither the Company nor Wilsons Advisory is obliged to accept all or any part of any applications arranged by the Intermediary.
- c) The intermediary acknowledges that Wilsons Advisory is providing financial services only to the Intermediary, that it has no legal relationship with any of the investors, and that the Intermediary is responsible for ensuring that all relevant laws are complied with relating to the investors participating in the Offer.

5 Term

- a) This agreement will continue until terminated in accordance with this agreement. It will be terminated earlier if any of the following occurs:
 - a. on receipt of written notice given by one party to the other party;
 - b. immediately without notice if the Intermediary has its AFSL withdrawn or suspended;
 - c. immediately without notice if either party is wound up or comes under any form of external administration.

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Termination of this arrangement will not affect accrued rights and liabilities of either party, except the right to payments may be forfeited from the time of loss of a party's AFSL (or the relevant conditions of the AFSL) of the party for which this agreement is later terminated (regardless of when notice of that termination is given) or from the time payment of the fees becomes unlawful.

7 Remuneration/Fees

- a) The fees payable to the Intermediary under this agreement with respect to an Offer can be agreed by the parties in writing prior to settlement of the offer (the Fee). Such agreement can be made via email. If no such agreement is made then the Fee will be as follows:
 - a. 100% of the selling fee paid by the Company to Wilsons Advisory with respect to the Investment Value (exclusive of GST); and
- b) The Fees are payable in full within 30 days of the Intermediary issuing a tax invoice to Wilsons Advisory for payment of the Fees. This does not limit the Intermediary issuing a tax invoice for any part payment of the Fees.

In this clause, "Investment Value" means the total amount paid by the Intermediary to acquire shares (or other interests) in the Company.

8 GST

- a) All payments to be made under this agreement are expressed exclusive of GST unless otherwise stated.
- b) If GST is or will be imposed on a supply made under or in connection with this agreement, the supplier may, to the extent that the consideration otherwise provided for that supply is not stated to include an amount in respect of GST on the supply:
 - a. increase the consideration otherwise provided for that supply under this agreement by the amount of that GST; or
 - b. otherwise recover from the recipient of the supply the amount of that GST.
- c) The supplier must issue a tax invoice to the recipient of the supply no later than 10 business days after payment of the GST inclusive consideration for that supply, unless other terms are agreed, such as for the provision of a recipient created tax invoice.

9 Applicable Law

- a) This agreement is governed by the laws in force in New South Wales.
- b) The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia, and any court that may hear appeals from any of those courts.



Wilsons Advisory & Stockbroking Ltd

www.wilsonsadvisory.com.au

For your nearest office
free call 1300 655 015