

Terms and Conditions

Last Updated: 12 November 2018

Please read these Terms and Conditions in full. We provide our services in accordance with these Terms and Conditions.

We draw your attention to the following:

- We are not required to verify the authenticity of the instructions provided to us, and you will be bound by those irrevocable instructions (clause 3.5).
- We are not required to act on any particular instructions for any reason, and we may defer or seek further information. We will not be liable for any price movements, fluctuations or losses that may be incurred as a result (clause 3.6).
- We may modify any instructions under certain circumstances and have the right to cancel a Transaction where we are of the opinion there is reasonable justification (clause 3.7).
- We may offset any credit balance in your Account or sell any Securities (including Securities held in Custody) to satisfy any amounts owing to us (clause 3.18).
- You indemnify us in certain situations (clauses 5, 25.9 and Appendix II clause 22).
- We will deduct and retain a margin from any interest to be paid to you on money held on your behalf in the Cash Management Account (clause 7.8).
- We will receive communications in relation to your Custody Investments, however, we are not under any obligation to forward those to you, attend any meetings or vote, or exercise any discretion on your behalf (clause 9.13).
- You must pay our fees on demand (clause 10).
- You authorise us to debit your account for fees (please see clause 10.2).
- We will not be liable to you for any loss, damage, cost or expense in respect of any action, omission, default, error or delay by us under these Terms and Conditions, except in circumstances of gross negligence or wilful default by us (clause 13).
- You authorise us to collect and disclose personal information about you to certain companies, institutions and regulators (clause 20.2).
- We may terminate this Agreement without notice to you (clause 25).
- If you are an Independent Trustee of a Trust, your personal liability is limited to the net assets of the Trust (clause 26A.3).
- We may assign or transfer any of our rights, interests, benefits or obligations (clause 26C).
- We may amend these Terms and Conditions at our sole discretion (clause 26D).

1. Services to be provided

- 1.1. We agree to provide the Services to you, subject to any requisite instruction or written supplementary agreement.
- 1.2. You agree that by using our Services, you are bound by the terms and conditions of this Agreement.
- 1.3. We reserve the right to decide not to provide Services to you.
- 1.4. Unless otherwise specified by us, any investment research or information about Securities made available to you by us is provided for general information purposes only and does not constitute, nor should be construed as, advice whether of an investment, personalised financial, legal, tax, accounting or other nature.

2. Your Account

- 2.1. We will open an Account for you, in the name prescribed in the client section of Part A.
- 2.2. You agree to take responsibility for the activities conducted through the Account and recognise the confidential nature of, and agree to keep confidential, the Account details and all information supplied to us under this Agreement including, without limitation, your FIN, CSN and/or equivalent code, number or identifier ("Code(s)"). You acknowledge and agree that security of the Account, Code(s) and any relevant Bank Accounts are important to any Transactions and provision of the Services under this Agreement and that you will use all reasonable endeavours to ensure that any systems or methods of communication you use to interact with the Account, FNZC's systems or to otherwise submit instructions, are secure.
- 2.3. Where you are not an individual, the persons noted in Part A as Authorised Persons shall have authority to operate the Account and it is your responsibility to ensure that such Authorised Persons comply with the terms of this Agreement.

3. Operation of Account

Use of Account for own purposes

- 3.1. You will use the Account for trading on your own account only and for the subsequent settlement of Transactions and matters ancillary to the holding of Securities and your funds. You may not use the Account on behalf of another person.

Authority to use Account

- 3.2. The Account may be operated by you or Authorised Persons only and, subject to this Agreement, we will be required to accept instructions from you or Authorised Persons only.
- 3.3. The Authorised Persons may be varied by you giving to us notice of the new, or additional, Authorised Persons or the revocation of any Authorised Person's authorisation. New or additional Authorised Persons shall complete the requisite form and you shall sign the same (in accordance with any legal requirement for that signature) to evidence the appointment and agreement with the terms and conditions of this Agreement. Until we have received written revocation from you of any Authorised Person's appointment and authority, we will be entitled to rely and act upon the instructions of that Authorised Person.

Accepting instructions

- 3.4. Subject to this clause and clauses 3.5 to 3.7 (inclusive), we will accept instructions from you or an Authorised Person by notice, telephone, personal attendance or in such other manner (including by other electronic means) as we may previously have agreed with you. We may, in our discretion, for security purposes, ask you or any Authorised Person

to provide further documentation or information in relation to the instructions (including information specified in Part A). For completeness, the provisions of clause 26 apply to all written instructions.

- 3.5. Notwithstanding clause 3.4 above, we are under no obligation to verify the authenticity of any instruction or purported instruction and may act on any instruction from any person that we reasonably believe to be an Authorised Person without making any further enquiries, and you shall be bound by those instructions. We are entitled to rely on, and treat as authorised, an instruction received from any one of the Authorised Persons.
- 3.6. We reserve the right not to act on a particular instruction given, or purported to be given, by you or an Authorised Person for any reason whatsoever, and may defer action or seek further information as we see fit, and will not be liable for any price movements or fluctuations or any other loss, cost or expense suffered or incurred by you or an Authorised Person as a result of us not acting on that instruction, or otherwise arising in connection therewith.
- 3.7. Once we have actioned your instructions, and the relevant Securities have been traded or arranged to be traded, those instructions cannot be revoked. Notwithstanding this, we may, in our sole discretion, modify those instructions (including, but not limited to, a modification to the settlement currency, or destination such as CSN or Custody Account) if:
 - 3.7.1 you request a modification;
 - 3.7.2 we reasonably consider that the modification is within the general bounds or intention of your instructions or reasonably necessary to give effect to the intention of the instructions; or
 - 3.7.3 it is reasonably necessary to make a modification to those instructions due to market conditions, restrictions or requirements, or any of our obligations under law, regulations or industry codes.

We reserve the right to cancel a Transaction without notice to you where we believe there is reasonable justification for the cancellation. We shall not be liable for any loss or expense you incur as a result of the cancellation of a Transaction for whatever reason.

Implementation of Transactions

- 3.8. Subject to this clause 3, instructions will be implemented by us undertaking the relevant Transaction on your behalf in accordance with the applicable rules of the market or product at that time. You acknowledge that Securities purchased in your name may be registered in our name, the name of the Nominee or the name of an Agent.

Bringing Orders To Market – NZX Markets

- 3.9. You authorise FNZC to exercise judgment and discretion in respect of all of your orders and placing those orders to market. We may (as we consider appropriate):
 - 3.9.1 accumulate or bundle orders coming to market;
 - 3.9.2 delay execution of your orders; or
 - 3.9.3 delay orders to facilitate Crossings.
- 3.10. For the purposes of the accumulating or bundling of your orders, we confirm this may include bundling with Principal Orders or including Prescribed Person Orders in circumstances where, in our opinion, there is benefit to you in doing so.
- 3.11. You may override this authority by clear instruction in respect of any particular order, and we will act on your specific instructions, subject to the NZX Rules.

Allocation Policy

- 3.12. Prior to the allocation of Securities, we may, at our discretion, transfer your order(s) into a pool account. Orders that are transferred into that pool account will be allocated at the average price of the applicable orders.

Clearing and Settlement

- 3.13. We carry out the clearing and settlement of Transactions executed on your behalf on NZX Markets in accordance with the Clearing and Settlement Rules and the Depository Rules. Under the Clearing and Settlement Rules, your rights and obligations as a party to a Transaction will be novated (in accordance with the Clearing and Settlement Rules) and FNZC will become principal in the resulting Relevant Settlement Transaction, and therefore take on all of the clearing and settlement terms for the Relevant Settlement Transaction and you agree to this novation pursuant to, and on the terms and conditions provided for in the Clearing and Settlement Rules to the fullest extent provided by law.
- 3.14. Your rights and obligations in relation to the clearing and settlement of a Relevant Settlement Transaction will be limited to any rights against, and any obligations to, FNZC and you will not have any rights against, or obligations to, CHO in relation to the clearing and settlement of the Relevant Settlement Transaction.
- 3.15. The liability of CHO, CDO, the Depository Nominee, New Zealand Clearing and Depository Corporation Limited and NZX to any person (including you) is limited or excluded by, and is subject to, the provisions of Section 8 of the Clearing and Settlement Rules and Section 9 of the Depository Rules.
- 3.16. You grant FNZC at all times full and exclusive rights, power and authority to bind you under the Clearing and Settlement Rules and to authorise the application of your client assets in accordance with the NZX Rule 18.10.
- 3.17. You may not assert against CDO or the Depository Nominee or any person acting on behalf of CDO or the Depository Nominee (or both of them) any proprietary, equitable, contingent, future or partial interest in any funds or Securities held in a Settlement Account or a Depository Account.
- 3.17A For the purposes of Rule 15.8.1, First NZ Capital Securities Limited, registered office Level 14, 171 Featherston Street, Wellington, 6011, main telephone number 04 474 4400, settles trades on your behalf.

Payment by You

- 3.18. Where you have to pay for Securities bought (whether in New Zealand dollars or a foreign currency), you must immediately pay us the full amount required in respect of the relevant Transaction in cleared and immediately available funds, by agreed means and notify us of the payment. Where payment is not made within the required time, FNZC may at its discretion lend you the money necessary to make payment. By instructing us to acquire Securities you agree that where you fail to make payment, whether FNZC lends you the funds necessary to settle a Transaction or otherwise, FNZC may offset any payment obligation against a credit balance in the Account, offset any payment against a credit balance held on your behalf in a Cash Management Account, sell Securities (including any Securities held on your behalf in the Safe Custody and Nominee Service) and offset the sale proceeds against the amount owing, or charge interest as set out in clause 3.23.
- 3.19. Unless otherwise expressly agreed, a Transaction will be settled in the currency of the market in which the Transaction was or will be effected. For the purposes of any conversion into or from New Zealand dollars, the exchange rate will be that applicable at the time and date on which the Transaction was completed (rather than the date on which it was placed). Subject to the applicable currency regulations, FNZC may take a margin on the exchange rate (and the

exchange rate disclosed to you will be marked-up or marked-down from the exchange rate at which FNZC contracts with the relevant bank).

- 3.20. Subject to clause 3.18, if payment for Securities bought is not made by the required date (or FNZC does not lend you the funds or otherwise satisfy the payment obligation in accordance with clause 3.18), any of those Securities registered in your name must be returned to us. You hereby grant us an irrevocable power of attorney, exercisable in the event of non-payment by you as outlined in this Agreement, in your name and on your behalf to take such actions and sign such documents as are necessary to register the relevant Securities in our name.
- 3.21. For the purposes of this Agreement, any recall of an electronic payment or dishonor or other non-clearance of a cheque tendered in settlement of a Transaction will be treated as non-payment by you by the due date.
- 3.22. Before effecting any buy Transaction we may, in our discretion, require you to put funds in the Account for the full amount of the purchase price or other consideration for the Transaction, together with the amount of any applicable fees and charges payable on the Transaction. We shall be entitled not to act on any instructions where you fail to put the Account in funds despite having been requested by us to do so.

Interest on Account

- 3.23. We may charge, and you shall pay if so charged, interest at the Interest Rate on any loan balances on the Account, arising as a result of your non-payment by the due date of any amount payable to us under this Agreement. Such interest will be calculated daily.

Delivery of Securities by You

- 3.24. You warrant that by placing a sell order you own the relevant Securities and shall deliver to us (or, where appropriate, to our agents) all necessary documentation and information to settle a sale Transaction by or before the due date specified on the Contract Note. If you do not deliver all documentation and information by or before the due date or if any documentation or information is at variance with the details on the Contract Note:
 - 3.24.1 we may buy back the relevant Securities and retain any profit on the buy back; and
 - 3.24.2 you shall be liable to us for any and all costs, losses and liabilities incurred as a result.
- 3.25. Proceeds from the sale of Securities will not be paid to you or otherwise be available to cover any other obligations owed by you until the transfer of Securities is complete.

Irregularities in Account or Statement

- 3.26. You must notify us within 10 Business Days of receipt of a Contract Note if you become aware of any irregularities in the Account, and must also notify the Registry within 10 Business Days of receipt of a Statement from the Registry if you become aware of any irregularities in that Statement. Unless you raise any irregularity within such timeframe, the Contract Note shall be binding on you.
- 3.27. Any inadvertent or accidental failure to send or make available a Contract Note to you shall not release you from any of your obligations in respect of the Transaction or otherwise under this Agreement.

4. Transaction Disputes

- 4.1. Subject to clause 3, if you dispute any details of a Transaction you must notify us in writing of the dispute, giving the following information:

- 4.1.1 the amount and nature of the disputed Transaction; and
- 4.1.2 the date and approximate time (if known) on which the disputed Transaction occurred.
- 4.2. The dispute pursuant will be dealt with in accordance with the terms of clause 23 (Disputes Resolution).
- 4.3. In investigating a dispute, we may refer to any relevant telephone recording and, if requested by you, will also allow you to listen to any relevant telephone recording.

5. Client Indemnity

- 5.1. You will, on demand, indemnify us and our related companies, partners, affiliated persons, directors, officers and employees against any and all losses, costs, claims, damages, penalties, fines, expenses and liabilities which we may incur or suffer as a result of:
 - 5.1.1 any material breach of this Agreement on your part, or on the part of any person for whom you are responsible in terms of this Agreement, except to the extent that the material breach has resulted primarily from gross negligence or wilful default by us;
 - 5.1.2 any failure by you to provide us with any notice or instructions required under this Agreement;
 - 5.1.3 us relying in good faith on, and implementing, instructions given by a person who is holding themselves out as an Authorised Person unless there were reasonable grounds for us to doubt the identity or authority of that person;
 - 5.1.4 us having to pay funds to any other person in settlement of a Transaction where you have failed to place us (or an agent) in funds for that Transaction by the due date;
 - 5.1.5 us having to deliver Securities to any other person in settlement of a Transaction where you have failed to deliver Securities to us (or an agent) for that Transaction by the due date;
 - 5.1.6 us having to purchase Securities as a result of you instructing us to sell a greater number of Securities than you own;
 - 5.1.7 us relying in good faith on information you have either provided to us or made available to us;
 - 5.1.8 any Position, and arrangements entered into directly or indirectly, on your behalf in connection with that Position; or
 - 5.1.9 us exercising any of our rights and powers pursuant to this Agreement.
- 5.2. You acknowledge that you have reviewed and agree that the indemnities set out in this clause 5 are appropriate and reasonable given the nature and context of the Services.

6. Bank Account

- 6.1. Unless otherwise agreed in writing between you and FNZC, there shall be only one Bank Account (including all suffixes on that Bank Account number) used in the operation of the Account.
- 6.2. Bank Account details may be changed by notice to us and evidenced by a pre-printed bank account deposit slip or other suitable identification of the Bank Account provided by the relevant bank.

7. Cash Management Facility (if applicable)

- 7.1. FNZC will provide its Cash Management Service in respect of funds held on your behalf in a pooled client trust Cash Management Account(s) with ANZ Bank New Zealand Limited, or any successor or other registered bank in New Zealand or elsewhere. The funds held in the Cash Management Account(s) are segregated in trust. The cash management facility may offer multi-currency accounts and may offer interest on deposits at the rate notified to you from time to time by us or the relevant bank provider. The current rates for the Cash Management Account are available from your advisor.

- 7.2. The bases for the setting and calculation of interest rates may vary at the discretion of the relevant bank provider and FNZC in terms of the margin taken by FNZC (see clause 7.8 below).
- 7.3. The cash management facility enables you to request that funds be deposited to or withdrawn from the Cash Management Account(s) at any stage by notice to FNZC.
- 7.4. Where the Cash Management Account(s) is used for the settlement of Transactions on your Account and the payment of fees due under this Agreement, you authorise us to debit the Cash Management Account(s) for the purpose of payment of Securities bought by you and the payment of any fees. In respect of this authority, we agree to credit the Cash Management Account(s) with available proceeds in respect of sale Transactions on your Account.
- 7.5. Cash Management Account transaction statements and account balances (showing the funds recorded in the account(s) held for you) are produced monthly or more frequently if requested by you.
- 7.6. Dividends from Custody Investments held pursuant to clause 9 can be deposited directly into the Cash Management Account(s).
- 7.7. FNZC may charge such fees on the Cash Management Facility as notified to you from time to time and will be entitled to deduct the margin (as set out in clause 7.8 below).
- 7.8. You acknowledge that:
- 7.8.1 The rate of gross interest paid to you on money held on your behalf in the Cash Management Account(s) does not equal the interest paid to FNZC on amounts in the Cash Management Accounts. Instead, the interest paid to you on money held on your behalf in the Cash Management Accounts reflects a margin deducted and retained by FNZC from the rate of interest that is paid to FNZC by the bank as the holder of the Cash Management Account on behalf of clients (the "Margin").
- 7.8.2 The amount of the Margin will change from time to time.
- 7.9. By instructing FNZC, at any stage, that funds are to be deposited in the Cash Management Account(s) you consent to the deduction by FNZC of the Margin from the rate of interest it receives as the holder of the Cash Management Account on behalf of clients.
- 7.10. The Cash Management Account(s) are unsecured debt securities of the relevant Cash Management Account.

7A Depository Accounts

- 7A.1 Under the NZX Rules, FNZC is required to deposit and administer any funds received from you, or for you, in relation to Transactions in a trust account (referred to in the NZX Rules as a Client Funds Account). Under the NZX Rules, FNZC may also use a Depository Account as a Client Funds Account. Under the Clearing and Settlement Rules, FNZC may also use a Depository Account for the purpose of holding Securities held in a Custody Account.
- 7A.2 If FNZC elects to use a Depository Account as a Client Funds Account or for the purpose of holdings Securities held in a Custody Account:
- 7A.2.1 under the Depository Rules:
- CDO and the Depository Nominee must recognise the Depository Participant in whose name the Depository Account is held as the sole beneficial owner of Securities or funds held in that Depository Account.
 - CDO and the Depository Nominee must not, except as ordered by a Court of competent jurisdiction or as is expressly provided by the Depository Rules, be liable for, bound by or compelled in any way to see to the execution of any trust or equity affecting ownership of, or incidental rights to, any funds or Securities held in a Depository Account,

nor to recognise the Depository Participant in whose name the Depository Account is held as holding any funds or Securities held in a Depository Account on trust nor to recognise any proprietary, equitable, contingent, future or partial interest in any funds or Securities held in a Depository Account or any other right, except the beneficial right of ownership of the Depository Participant in whose name the Depository Account is held.

7A.2.2 you shall not assert any such proprietary or equitable interest or other right against CDO, the Depository Nominee or any person acting on behalf of CDO or the Depository Nominee (or both).

8. Foreign Currency

Where foreign currency transactions are arranged at your instruction we may take a margin on the exchange rate, the margin will be equal to the difference between the exchange rate at which we undertake the exchange transaction as advised to you and the exchange rate charged to us or which we apply to a transaction. The exchange rate disclosed on the Contract Note will be marked-up or marked-down as the case may be, from the rate at which we conduct the Transaction.

9. Safe Custody and Nominee Service (if applicable)

- 9.1. Where instructed by you, FNZC will provide its Safe Custody and Nominee Service to you. The Safe Custody and Nominee Service facilitates, in respect of Custody Investments, the handling (including payment and collection) of principal, dividend and interest receipts on your behalf and delivery / receipt of Securities on settlement, and includes the title safekeeping of Custody Investments which is necessary for and incidental to the handling of principal, dividends and interest.
- 9.2. You agree to appoint the Nominee to hold your Custody Investments as bare trustee and to provide you with the Safe Custody and Nominee Services in accordance with this Agreement. In addition, we may at any time, and in our absolute discretion, appoint an Agent to provide all, or part of, the Safe Custody and Nominee Services, and this Agreement shall apply to the Agent with any necessary modifications.
- 9.3. Except where Securities are purchased by FNZC on your behalf, you shall deliver to us all necessary documentation and information, and sign any documentation reasonably requested by us from time to time, to enable us to transfer the Securities into safe custody at FNZC as directed.
- 9.4. You represent and warrant that: you are the beneficial owner of the Custody Investments, or you act as trustee on behalf of the beneficial owner and the Custody Investments are free and clear from any security interest or other encumbrance or impediment.
- 9.5. Your Custodial Investments shall not be transferred, exchanged, any rights attached to the same, exercised or otherwise dealt with, except pursuant to this Agreement, where required by law, or on your instructions or those of an Authorised Person.
- 9.6. Your Custody Investments may (but do not have to be) be held in a pooled account. This means that the legal title to the investment is registered in a single name. Individual client's assets are identified only within our safe custody records (or, where applicable, those of the Nominee or our Agent). Legal title to the Custody Investments will be in the name of the Nominee or the Agent as bare trustee. You at all times retain beneficial ownership of the Custody Investments.
- 9.7. In accordance with NZX Rules and applicable law, Custody Investments held on your behalf shall be recorded and held in a separate account in FNZC's books segregated from assets belonging to FNZC. The Nominee or any Agent

appointed shall be directed to so record and hold (so far as permitted by law, regulations or market practice) all Custody Investments as identifiable for the account of clients or otherwise to the order of clients as the Agent may think proper for the purpose of providing for their safe keeping.

- 9.8. FNZC, the Nominee or any Agent may in its discretion refuse to accept (in whole or in part) any deposit of Custody Investments under this Agreement.
- 9.9. For the avoidance of doubt, the Safe Custody and Nominee Service shall not be deemed to terminate as a result of any change in the Custody Investments held from time to time or if no Custody Investments are held.
- 9.10. Overseas investments will usually be held in an omnibus account in the name of a nominee company controlled by an independent custodian appointed by the Nominee or Agent.
- 9.11. In exceptional circumstances, overseas investments may be registered in the name of a custodian. This will only occur where, due to law or market practice of the overseas jurisdiction, FNZC considers it is in your best interests or it is not feasible to do otherwise. Where investments are so held, your investments may not be segregated from the custodian's or FNZC's own investments and, in the event of default of the custodian or FNZC, you may not be as well protected.
- 9.12. In the unlikely event of default by the Nominee or an Agent, there may be an irreconcilable shortfall and you may be required to share in that shortfall, subject to the law or market practice in the applicable jurisdiction.
- 9.13. The Nominee (or any Agent) will receive all documentation, reports, notices, actions, proxies and communications ("Documentation") that affect your Custody Investments. You agree and acknowledge that:
 - 9.13.1 we are not required to forward any Documentation to you;
 - 9.13.2 we have no duty or responsibility to attend any meetings or vote in respect of any of the Custody Investments or in respect of proxies received in respect of any Custody Investments or for sending any proxies or giving any notice of the receipt of such proxies to you;
 - 9.13.3 any written instructions from you to act will be subject to our/ the Nominee's (or, where relevant, the Agent's) determination whether, in reasonable opinion, it is practicable to so act;
 - 9.13.4 any instructions from you in respect of optional corporate actions will be deemed to be irrevocable and final; and
 - 9.13.5 in the event that we do not, or the Nominee (or, where relevant, the Agent) does not, receive any instructions from you by the deadline specified, or the instructions received are not actionable (for whatever reason), the Nominee (or Agent) will not exercise any discretion in respect of any action. For completeness, this excludes any FNZC DIMS. You further acknowledge that, in these circumstances, the outcome of inaction will differ depending on the terms of the corporate action and the default outcome specified in respect of that corporate action (and in the case of a rights issue may result in the rights lapsing).
- 9.14. You acknowledge that your Custody Investments are held in the name of the Nominee (and/or may be held in the name of an Agent) and you may therefore not receive the benefit of any incentives or individual shareholder benefits that would otherwise be attached to those Custody Investments.
- 9.15. Any consideration, income (including but not limited to dividends and distributions of any kind) and principal (including the proceeds of any disposal) in respect of any Custody Investments, will be received, held and treated in accordance with the terms of this Agreement and the NZX Rules governing the segregation of client money.
- 9.16. The Nominee (and/or any Agent) may deduct taxation from any payment if it is obliged to do so under any law. You are solely responsible for all taxes or similar liabilities levied on or arising out of any Custody Investments and any

payment due to you. FNZC and the Nominee (and any Agent) shall have no responsibility or liability with regard to your tax status or position in any jurisdiction.

- 9.17. You agree and acknowledge that the tax information provided on completion of this Agreement is critical to the provision of the Safe Custody and Safe Nominee Service, and you undertake to notify FNZC immediately in writing should any of the taxation information change.
- 9.18. A statement of Custody Investments will be sent to you at least every six months and otherwise in accordance and as required by applicable law and the NZX Rules.
- 9.19. You authorise the Nominee (or, where relevant, any Agent) to execute as custodian such certificates of ownership, declarations or other certificates as the Nominee (or Agent) shall be obliged to do under and pursuant to applicable law.
- 9.20. Where requested you shall perform such acts and sign and execute all such agreements, proxies, authorities or documents as may be required by us or the Nominee (or any Agent) for the performance or implementation of this Agreement.
- 9.21. FNZC or the Nominee (or, where relevant, any Agent) may refuse at any time, at its absolute discretion to:
- 9.21.1 accept any transfer or deposit of Custody Investments; and
- 9.21.2 hold any Custody Investments,
- and, if so, will redeliver those Custody Investments to you without terminating the Safe Custody and Nominee Services provided to you.
- 9.22. You shall bear all costs and risks in relation to any refusal to accept any transfer or deposit of Custody Investments, or redelivery of Custody Investments to you or a third party for any reason.
- 9.23. You agree and acknowledge that pursuant to the terms of this Agreement:
- 9.23.1 as at the date of this Agreement, we (or, where applicable, our Agent or Nominee) will provide the Safe Custody and Nominee Services in the following jurisdictions: Australia, Belgium, Canada, Finland, France, Germany, Hong Kong, Italy, Japan, Netherlands, New Zealand, Singapore, Spain, Switzerland, United Kingdom, United States; and
- 9.23.2 we may, in our sole discretion, change the jurisdictions in which we provide Safe Custody and Nominee Services from time to time, and will endeavour to notify you of any such changes in accordance with clause 26.

9A *FNZC DIMS (if applicable)*

- 9A.1 You may request to invest through the FNZC DIMS. To do so, you must complete a Supplementary Agreement Discretionary Authority. If we agree to accept your Investment Authority provided in that document, the FNZC DIMS will be provided on the terms and conditions set out in this Agreement and Appendices and the FNZC DIMS Documentation. Under the FNZC DIMS Documentation, you grant us discretion to invest your money on your behalf in any investments we consider appropriate, in accordance with the Investment Proposal, your investment objectives, level of acceptable risk, and any investment restrictions that you specify. Unless otherwise agreed, you will not be consulted on the investments we choose for you, and may not exercise any rights over your investments (including voting rights).
- 9A.2 Your Investment Authority is set out in a separate document, called the 'Supplementary Agreement Discretionary Authority'. Your Investment Authority sets out the terms and conditions on which we can undertake discretionary transactions on your Account, and includes your investment objectives and any investment restrictions that you specify.

You may change your Investment Authority by giving us notice, with changes taking effect as soon as it is reasonably practicable for us to implement them.

9A.3 In providing FNZC DIMS, we will –

- act honestly;
- act in the best interests of each client using the FNZC DIMS and treat them equitably;
- not make use of any information we obtain through providing the FNZC DIMS in order to gain an improper advantage for ourselves or anyone else, or to cause detriment to clients using our services; and
- when exercising our power of investment or performing any duties in relation to the FNZC DIMS, exercise the care, diligence and skill that a prudent person engaged in the position of being a DIMS licensee under the Financial Markets Conduct Act 2013 would exercise in the same circumstances.

9A.4 If we delegate or sub-delegate any of our functions in providing the FNZC DIMS, we must take all reasonable steps to:

- ensure that those functions are performed in the same manner, and are subject to the same duties and restrictions, as if we were performing them directly; and
- monitor the performance of those functions.

10. Fees

10.1 You shall pay us on demand:

10.1.1 brokerage and any other fees, charges, duties, costs and taxes at the rate or rates notified by us to you from time to time either generally or in respect of a particular Transaction or Service(s) provided under this Agreement;

10.1.2 any agency fees, stamp duty, taxes and other charges incurred in effecting an overseas Transaction;

10.1.3 any charges or penalties imposed by another broker or by a stock exchange in relation to any Transactions or other Services provided to you under this Agreement (except to the extent that any such charges or penalties are the direct result of FNZC's breach of this Agreement), including, without limitation, charges or penalties imposed as a result of late or non-delivery of scrip, holder identification particulars or any other information or requirements;

10.1.4 reimbursement for any taxes, fees, costs, expenses and other charges incurred by us in connection with this Agreement, and enforcement of our rights under this Agreement.

10.2 For the purposes of any Safe Custody and Nominee Services provided to you, you:

10.2.1 shall pay FNZC on demand such fees and charges as FNZC may from time to time prescribe in connection with the Safe Custody and Nominee Service provided by it or any Agents under or in connection with this Agreement or in respect of any Transaction; and

10.2.2 authorise FNZC to debit your account at FNZC with the fees prescribed, as amended from time to time. An invoice for the fees will be provided by notice to you. The invoice will prescribe what action (if any) is required to be taken in regard to the debit on your FNZC account.

10.2.3 FNZC will enforce, for your benefit, any claim against an issuer or any other person in relation to any Custody Investments held on your behalf if so instructed by you or any of your Authorised Persons and subject to FNZC being indemnified by you for any actions, losses, claims, costs, damages, penalties, fines or expenses or liabilities that FNZC may suffer or incur as a result of enforcing such claim (which may include FNZC requiring you to pre-fund the cost of

any litigation, including any potential liability for the costs of another party and, if you so instruct, FNZC will assign such claim to you).

11. We may Act for both Parties

We may act as agent for both you as a buyer or seller of Securities and also for the corresponding seller or buyer of those Securities, and may also act as principal for our own account in a Transaction.

12. Aggregation of Orders

We may combine your order with our own orders and orders for other clients. Whilst orders will only be aggregated where this is reasonably believed to be in the overall best interests of clients, aggregation may on some occasions result in you obtaining a less favourable price than separate execution.

13. Liability and Force Majeure

- 13.1. Except in the case of (i) gross negligence or wilful default on our part or on the part of any of our employees, or (ii) fraud or dishonesty on the part of any of our employees, we will not be liable to you or any other person in contract or tort or on any other basis for any loss, damage, cost or expense arising directly or indirectly from any act, omission, default, error or delay by us or any of our employees or agents (including any overseas broker or agent appointed by us) in the performance of our obligations under this Agreement.
- 13.2. You agree and acknowledge that neither FNZC nor any of its officers, directors, employees, affiliates, associates, partners, agents or representatives will be liable in respect of any costs or losses, taxes or expenses incurred by you in connection with this Agreement.
- 13.3. Any liability we may have to you will be limited to the direct losses suffered or incurred by you, excluding any consequential loss and any loss of income, business, profit or saving as a result of your or any other person's inability to complete another transaction or honour another obligation. For the purposes of the Safe Custody and Nominee Services, any liability of FNZC under this Agreement shall under no circumstances exceed the market value of the Custody Investments held on your behalf in respect of which such liability arose.
- 13.4. We will not be liable for any failure to perform our obligations under this Agreement if such failure is caused by any event of force majeure beyond our reasonable control or the reasonable control of our employees or agents or system providers. For the purposes of this clause 13, an event of force majeure includes, but is not in any way limited to, any inability to communicate with market makers or with other sharebrokers or financial market participants, financial intermediaries or any stock exchange or financial market, issuer of securities or Registry, clearance or depository agency, failure of any computer dealing, clearing, depository or settlement system or information system, inability to obtain any necessary supplies for the proper conduct of business, and the actions or failures of any counterparty or any other broker or agent (including overseas brokers and agents) or system provider or information provider or of the systems of that broker or agent or system provider or information provider.
- 13.5. Non-performance of our obligations will be excused during the time and to the extent that such performance is prevented, wholly or in part, by force majeure.

14. NZX Rules, Clearing and Settlement Rules and Depository Rules

- 14.1. You acknowledge that we are bound by NZX Rules, Clearing and Settlement Rules and Depository Rules.

- 14.2. In the event any change to the NZX Rules, Clearing and Settlement Rules or Depository Rules requires the terms of this Agreement to be amended, this Agreement will be deemed amended as necessary and we will advise you by notice if any such amendment materially affects you but we will not be liable for any accidental failure to advise you of any such amendment.

15. Changes in Procedures and Alternative Methods of Trading Securities

- 15.1. We will notify you of any material changes in procedures or conditions for trading and/or arranging Transactions in Securities.
- 15.2. This Agreement is to be read subject to any applicable alternative methods of trading and/or arranging Transactions in Securities (for example, but not limited to, trading restrictions or conventions applicable to a particular Security, product or market, trading of unlisted Securities (including managed funds), paper-based or electronic trading). In any such case, this Agreement shall be deemed to be amended to the extent necessary to comply with such alternative trading methods and/or market conventions, and we will notify either by notice to you or publication of the amendment on our website.
- 15.3. Without limiting clause 15.2, you acknowledge that the market convention and procedures for the trading of, and/or arranging Transactions in, Securities applicable in overseas jurisdictions may differ from those reflected in this Agreement. You will observe all relevant requirements of any overseas trading conventions or procedures. This Agreement is deemed to be amended to the extent necessary, in the context of a particular Transaction, to comply with overseas trading requirements.

16. Advice and Service Disclaimer

- 16.1. We will comply with our obligations under the Financial Advisers Act 2008 and Financial Markets Conduct Act 2013 and related regulations, as applicable and as may be amended from time to time, and will use reasonable care and skill to ensure that any advice we provide is accurate and current or services performed take into account accurate and current information. However, any advice we provide and services we perform are necessarily based on information provided to us by other people, and, except where required under relevant law or applicable regulatory duties of care, may not have been independently verified by us. It is your responsibility to make enquiries before making a decision to trade or invest in any Securities or Category 2 Products or provide an Investment Authority to us and, to the maximum extent permitted by law, we will not have any liability to you in this regard. When giving advice or providing an agreed service we are only able to act on the basis of information provided by you (in your Investment Profile Form or otherwise) in determining whether such advice or service is appropriate to your particular investment needs and financial circumstances. You agree to inform your FNZC adviser of any material changes to your financial circumstances, investment needs, investment goals and level of acceptable risk so that your adviser is able to continue to provide you with advice or facilitate us undertaking discretionary Transactions on your behalf, as the case may be, in a manner that is specific and suitable to you.
- 16.2. We will not advise you about the merits of a particular Transaction if the Transaction is undertaken as part of the FNZC DIMS or we reasonably believe that, when you give the order for that Transaction, you are not expecting such advice and are dealing on an execution-only basis.
- 16.3. Where we give advice under this Agreement or undertake discretionary Transactions pursuant to your Investment Authority (if applicable), we shall exercise due skill, care and diligence but do not guarantee the repayment of capital

or the performance of any investments or otherwise make any representation concerning the performance of your investments, Account or any particular Transaction.

- 16.4. Except where you enter into agreement terms for services in which we either (i) monitor your investments or (ii) manage your investments on a discretionary basis pursuant to the FNZC DIMS, you acknowledge that we are not required to monitor or manage your investments.
- 16.5. We do not provide any accounting, legal or tax advice as part of or in connection with the Services or this Agreement (and no advice provided by us as part of the Services is to be construed as accounting, legal or tax advice). If you consider it appropriate, you are advised to obtain independent professional accounting, legal or tax advice before entering into a Transaction or obtaining Services from us.

17. Material Interests

You acknowledge that we and our employees, related companies, and affiliated persons, and persons with whom we have a strategic alliance, may from time to time provide broking, investment banking, underwriting, advisory or other financial and ancillary services to companies and other entities in whose Securities we may give you advice on or deal on your behalf. The provision of such services does not affect our obligations to you or any advice provided by us to you.

18. Recording of Telephone Calls

We may at any time record telephone conversations. These records will be and will remain our sole property, and accordingly may be retained or destroyed at our discretion and otherwise in accordance with any applicable law.

19. Consumer Guarantees Act

If you are acquiring, or holding yourself out as acquiring, the services for business purposes and it would be fair and reasonable to do so, the Consumer Guarantees Act 1993 and those sections of the Fair Trading Act 1986 which FNZC is permitted to contract out of will not apply. In all other circumstances nothing in these terms and conditions is intended to limit your rights (if any) under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

20. Privacy, Disclosure and Records

- 20.1. You authorise us to collect, hold and disclose personal information about you, and any Authorised Person for the purposes of verifying your identity and those of any Authorised Persons, providing services to you, carrying out your instructions, administering your Account, informing you about opportunities and other matters relevant to your Account, ancillary services provided under this Agreement and for our own marketing purposes or to further our relationship with you. You consent to the collection, retention and use of your personal information for the above purposes whether in New Zealand or offshore.
- 20.2. You authorise us to collect information about you from, or disclose information about you to:
- 20.2.1 any of our related companies, affiliates or any third party that helps us achieve or carry out any of the purposes in clause 20.1 above;
- 20.2.2 any reputable companies or organisations with whom we have a continuing relationship;
- 20.2.3 any third parties that provide services to, through or with us;
- 20.2.4 any other financial institution(s) as part of our obligations when providing services to you;

- 20.2.5 any person where required by law or where we believe the provision of the information will help prevent fraud, money laundering or other crimes; and
- 20.2.6 any regulator or exchange for the purposes of carrying out its functions in connection with our business.
- 20.3. We must disclose certain of your personal information where required under the NZX Rules, Clearing and Settlement Rules or Depository Rules and to any regulatory or governmental authority or court to the extent to which such disclosure is required to be made by applicable law or court order.
- 20.4. You acknowledge that we may not be permitted to advise you if we disclose information about you. Further, you agree and acknowledge we are not responsible to you or any other person(s) or entity if the disclosure is required in accordance with this clause 20.
- 20.5. You and any Authorised Person(s) have rights of access to, and correction of, personal information held by us.
- 20.6. FNZC (and, where applicable, the Nominee) will maintain a full set of accounting records showing the ownership, receipt, disbursement and other movements of Custody Investments. You may request details of your transactions at any time. We hold records in accordance with applicable law at the time. Information from the current year and the previous year is usually available on the same day. More historical information may take up to five Business Days.

21. Identification Number (FIN)

- 21.1. Your FIN will be retained in a secure encrypted form in FNZC's systems solely for the purpose of the settlement of relevant Transactions on your Account by authorised FNZC staff.
- 21.2. FNZC authorised staff will have unlimited access to the encrypted FIN for the above purpose.
- 21.3. FNZC will at all times protect your FIN from unauthorised use or access.
- 21.4. We are required by NZX Rules to warn you that the possible consequences of unauthorized use of your FIN could include the unauthorised transfer of Securities out of your name or other unauthorised use of those Securities. In the unlikely event that this was to occur, under clause 13.1 of this Agreement you would be protected for direct loss suffered by you.

22. Contract Notes and other periodic information

You authorise FNZC to send you Contract Notes and other periodic information in electronic form by email or other electronic means unless you instruct otherwise.

23. Disputes Resolution

- 23.1. If you have a dispute or complaint in relation to, or are dissatisfied with, the services provided pursuant to this Agreement, you will promptly notify your adviser in writing providing full particulars of the dispute, complaint or dissatisfaction. You and your adviser will promptly meet together and in good faith try to resolve the matter.
- 23.2. In the event the matter is not resolved to your satisfaction, you shall refer the matter to FNZC to our Compliance Manager at the address in clause 26 or by email to complaints@fnzc.co.nz. We will let you know when we have received your matter and will endeavour to respond within 20 Business Days.
- 23.3. If your complaint relates to financial advice you have the right to address your complaint to the Financial Markets Authority (FMA) by completing a Complaint about a Financial Adviser form, available on the FMA website, www.fma.govt.nz. Full details of the FMA complaints process are available on the FMA website:

Financial Markets Authority

Level 2, 1 Grey Street, PO Box 1179
Wellington 6140
Phone: (04) 472 9830

23.4. You have the right to address your complaint to NZX:

NZX Limited
Head of Market Supervision
PO Box 2959
WELLINGTON

Full details of the NZX complaints process are available on the NZX website, www.nzx.com.

23.5. You have the right to take an unresolved complaint to Financial Services Complaints Limited (FSCL). FSCL is an approved dispute resolution scheme to which FNZC belongs:

Financial Services Complaints Limited
PO Box 5967
Lambton Quay
Wellington 6145
info@fscl.org.nz
Phone:(Call Free) 0800 347257 or
(Wellington) (04) 472FSCL (472 3725)
Fax: (04) 472 3728

24. Your Liability

Where you comprise more than one person, then each person constituting you is jointly and severally liable for your performance of this Agreement.

25. Termination

25.1. This Agreement may be terminated by either you or us without penalty upon receipt of notice to the other party.

25.2. We may suspend or close your Account, or terminate this Agreement without notice to you in the event:

25.2.1 you have acted unlawfully;

25.2.2 you have breached this Agreement;

25.2.3 you are insolvent, in liquidation or under bankruptcy proceedings; or

25.2.4 we, in our sole and absolute discretion, consider termination necessary for the purposes of our compliance with any rule, regulation or applicable law.

25.3. In the event of termination by either you or us, you continue to be responsible for any Transaction and payment of any amount due to us on that Transaction and any outstanding debit balances in accordance with the terms of this Agreement, without prejudice to any pre-existing rights or obligations under this Agreement. Termination does not release either party from any existing obligations arising in connection with the termination of this Agreement.

25.4. On termination of this Agreement, there are two options for the treatment of investments:

25.4.1 If you receive the Safe Custody and Nominee Service, your investments will continue to be held by the custodian on your behalf, outside the FNZC DIMS. However, in the event that wholesale assets are unable to continue to be held

by the custodian on your behalf, and are unable to be transferred to another service provider, those wholesale assets will be cashed up and returned to you.

25.4.2 If you do not receive the Safe Custody and Nominee Service (see clause 9), we will instruct the custodian to transfer investment assets out of custody to you as beneficial owner or to your new custodian, as per your written instruction as to the transfer of assets. However, in the event that wholesale assets are unable to continue to be held by the custodian on your behalf, and are unable to be transferred to another service provider, those wholesale assets will be cashed up and returned to you. Any funds realised, less any reasonable costs incurred by us in terminating this Agreement, will be paid to your identified bank account or otherwise transferred to your new service provider, again on instruction from you.

Safe Custody and Nominee Service

25.5. The Safe Custody and Nominee Services may be terminated by either party by notice to the other and require re-delivery of the Custody Investments, but without prejudice to any pre-existing rights or obligations of the parties including, for the avoidance of doubt, completion of any matter to effect and settle a Transaction and payment of any amount due to us on that Transaction.

25.6. Within a reasonable period after notice of termination, we shall deliver to you the balance of all Custody Investments held by FNZC.

25.7. Our obligations on termination of the Safe Custody and Nominee Services and in any other event when you request a transfer of the Custody Investments to be made, shall be subject to:

25.7.1 compliance with applicable law or regulatory requirements;

25.7.2 reasonable notice having been given to and received by FNZC; and

25.7.3 the rules and requirements of any relevant investment exchange, clearing system, sub-custodian or other person, provided that FNZC may make such arrangements as it deems appropriate and, where applicable, at your expense in order that prompt delivery may be made.

25.8. If you are indebted in any way to FNZC (or, where applicable, our Nominee) in respect of Custody Investments FNZC may decline to redeliver such Custody Investments until such debt has been discharged.

25.9. You further acknowledge that your indebtedness and liability to FNZC shall be continuing until such time as FNZC is satisfied that it has received full and final settlement of payment due on the Custody Investments in respect of those amounts paid to you. You shall fully indemnify FNZC in the event of non-payment or part payment only.

25.10. You shall bear all costs and risks of delivery to you for your order, whether upon termination, liquidation or otherwise.

FNZC DIMS

25.11. In the event of termination of FNZC DIMS in accordance with the terms of this Agreement, you agree and acknowledge that investments may be required to be realised at a sub-optimal time. To the extent the investments held are unable to be realised or transferred on termination, they will continue to be held on your behalf by the custodian until able to be realised or lawfully transferred at your direction. Please refer to Appendix I for further information about the risks involved.

26. Notices

- 26.1. Any notice or other communication given by either of us to the other shall be in writing and sent, for you: to the address, email address, or facsimile number specified in the Schedule, for us: to the address, email address or facsimile number specified at the end of this clause or for either of you or us: sent to an electronic portal or other electronic means as agreed by the parties and, for completeness, your registration with an electronic portal or other electronic means is deemed agreement by you and us.
- 26.2. Any notice or communication shall be deemed to have been received:
- 26.2.1 by facsimile on the Business Day on which it is sent (but if sent after 3pm it shall be deemed to have been received on the immediately succeeding Business Day);
- 26.2.2 by mail, in a correctly addressed prepaid envelope, two Business Days after the date on which it is mailed (in the case of mailing from within New Zealand) and on the tenth Business Day after the date on which it is mailed (in the case of mailing from overseas).
- The address for any notice to us (and for FNZC as a Clearing Participant) is:
- Level 14,
171 Featherston Street
Wellington
Telephone: (04) 474 4400
Facsimile: (04) 474 4051
Email: contactus@fnzc.co.nz
- or if you know the name of the person to contact use the following format: `firstname.lastname@fnzc.co.nz`
- 26.2.3 by email, no later than 1 Business Day after the email is dispatched from the sender's email server, unless within that time the sender's email server receives a notification that the email has not been delivered;
- 26.2.4 by electronic portal or other electronic means, the date on which the notice or communication is posted on the electronic portal or otherwise made available to the recipient in readable form.
- 26.3. You shall give us notice within five business days of any change in your name, address, contact details or other material circumstance affecting your Account.

26A. Other matters

- 26A.1 **Governing law:** This Agreement is governed by the laws of New Zealand and the parties agree to submit to the exclusive jurisdiction of the Courts of New Zealand.
- 26A.2 **Severability:** The illegality, invalidity, or unenforceability of any provision or part of this Agreement under the law of any jurisdiction does not affect the legality, validity, or enforceability of such provision or part under the law of any other jurisdiction or the legality, validity, or enforceability of any other provision or part.
- 26A.3 **Trustee Obligation:** For the purposes of any person(s) entering into this Agreement as a Trustee of a trust, each Trustee shall procure that FNZC is notified of any distribution to a discretionary beneficiary of the trust.
- 26A.4 **Independent Trustee Limitation of Liability:** For the purposes of any person(s) entering into this Agreement as an Independent Trustee of a trust, that Independent Trustee's liabilities and obligations is/ are limited to the net assets of the trust from time to time available to meet such liabilities and obligations, and shall not be personally liable.
- 26A.5 **Prescribed Persons:** For the purposes of Part A, a Prescribed Person has the meaning defined in the NZX Rules being, in relation to a Market Participant:

- an Employee of that Market Participant;
- the Immediate Family of an Employee of that Market Participant;
- a Family Company or a Family Trust of a person referred to in (a) or (b); and
- any company, body corporate or other entity controlled by any one or more of the persons referred to in paragraphs (a) to (c) (where “control” has the meaning set out in clause 48 of Schedule 1 of the Financial Markets Conduct Act 2013);

But does not include the Market Participant itself.

26B. Representations

26B.1 You represent and warrant to FNZC as at the date of this Agreement and at the time each Transaction is entered into, that:

- (a) (corporate client) you are validly incorporated under the laws of New Zealand and no resolution has been passed and no petition has been presented or order made for your Insolvency;
- (b) (individual client) you are of full age and sound mind and legally competent and no steps have been taken or legal proceedings started or threatened against you for your Insolvency;
- (c) no one except you has any interest in your Account, any Foreign Exchange Account or Margin Account (as those terms are defined in Appendix II), or any funds deposited into those accounts (and no trust has been declared by you over all or any part of those accounts or amounts deposited in those accounts) and, in relation to Foreign Exchange Services, except as disclosed to and consented to in writing by FNZC, you enter into each Forex Contract (as defined in Appendix II) under this Agreement as principal and not as agent, trustee or otherwise;
- (d) without prejudice to above, none of the accounts or funds referred to above are, or are to become, subject to any mortgage, charge, lien, security interest or other encumbrance except as disclosed to and consented to in writing by FNZC;
- (e) you have read and understood the risk disclosure statements set out in Appendix I and Appendix II prior to requesting services under this Agreement and its Appendices;
- (f) you have taken such independent legal and financial advice as you consider necessary prior issuing instructions or entering into any Transactions;
- (g) you have the power and authority to enter into and perform your obligations under this Agreement and its Appendices, including, where applicable, to instruct FNZC to enter into Transactions;
- (h) your obligations are, and in the case of any Transaction entered will be, binding on and enforceable against you;
- (i) all authorisations necessary to be obtained by you prior to requesting services or entering into Transactions have been obtained;
- (j) in executing and in giving effect to this Agreement you do not, and in instructing FNZC to enter into Transactions you will not, infringe any provision of any deed or other document or agreement to which you are a party; and
- (k) you will not enter into, or instruct FNZC to enter into, a Transaction as or by way of gaming or wagering.

26B.2 You acknowledge that FNZC provides services under this Agreement in reliance on these representations and warranties and these representations and warranties survive the entering into of this Agreement and of each Transaction.

26C Assignment

26C.1 FNZC may assign or transfer all or any of our rights, interests, benefit or obligations under this Agreement to any person, persons or party.

26C.2 You agree and acknowledge that you may not assign or transfer any your rights, obligations or benefit under this Agreement. Any purported assignment or transfer will be ineffective.

26D Amendments

26D.1 We may, in our sole and absolute discretion, amend this Agreement by way of notice to you by:

26D.1.1 notice pursuant to clause 26 of this Agreement;

26D.1.2 notification on our website; or

26D.1.3 any other means we elect.

26D.2 You may obtain a copy of our latest Agreement at any time from us.

26D.3 Use of our Services constitutes an acceptance of any amendments for which notice has been given in accordance with this clause 26D.

27. Interpretation

In this Agreement unless the context otherwise provides:

27.1. Definitions

“**Account**” means your account, opened and maintained pursuant to clause 2.1.

“**Agent**” means any custodian, sub-custodian, nominee, sub-nominee, delegate or agent (other than a Clearance System) appointed by us pursuant to this Agreement to provide all or part of the Safe Custody and Nominee Service.

“**Agreement**” means this Client Agreement comprising Part A, Part B, Appendices and Schedules as may be amended from time to time.

“**Authorised Person**” means a person listed in Part A as an authorised person or who has become an authorised person in accordance with clause 3.3.

“**Bank Account**” means your bank account in New Zealand as described in Part A.

“**Best Execution**” means dealing for a client at the best available price for the size and kind of transaction concerned.

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in both Wellington and Auckland.

“**Cash Management Account**” means the facility opened in conjunction with your Account and operated pursuant to clause 7.

“**Cash Management Service**” means, for the purposes of clause 7, in respect of funds held on your behalf, the handling (including payment and collection) of principal and interest, and includes safekeeping of the funds held on your behalf which is necessary for and incidental to the handling of principal and interest.

“**Category 2 Products**” means generally less complex financial products including bank term deposits, call debt securities and units in cash or term portfolio investment entity (PIE), and is fully defined in Section 5 of the Financial Advisers Act 2008.

“**CDO**” means New Zealand Depository Limited including its Board, senior executives, its employees, agents and any person acting under its delegated authority.

“**CHO**” means New Zealand Clearing Limited including its Board, senior executives, its employees, agents and any person acting under its delegated authority.

“Clearance System” means any recognised central clearing or depository system and other clearing agency, settlement system or depository as may be used under this Agreement from time to time.

“Clearing and Settlement Rules” means the Clearing and Settlement Rules of CHO.

“Contract Note” means the contract note or other confirmation note to be sent by us (or our agent) to you (whether by mail delivery, facsimile or electronic means) confirming each Transaction, showing details of price, number of Securities traded, brokerage and any other fees or charges applicable, and any other relevant information.

“CSN” means New Zealand Common Shareholder Number.

“Custody Account” has the meaning defined in the Clearing and Settlement Rules.

“Custody Investments” means any of the following of which you are the legal or beneficial owner and that FNZC may in accordance with your instructions or those of an Authorised Person from time to time hold on your behalf in accordance with this Agreement:

- (i) non-cash assets held in the markets listed in Schedule 1 of this Agreement, including stocks, shares, bonds, debentures, notes, and other securities;
- (ii) cash balances held in relation to or deriving from any non-cash assets;
- (iii) any other certificates, receipts, warrants, puts, calls and other instruments evidencing ownership of or representing rights to receive, acquire and subscribe for non-cash assets described in (i) above or evidencing or representing other rights and interests in securities; and
- (iv) any other type of security or asset as may be specifically agreed to by FNZC.

“Depository Account” has the meaning defined in the Depository Operating Rules of CDO.

“Depository Nominee” means the “Nominee” as that term is defined in the Depository Operating Rules of CDO.

“Depository Participant” means a person that CDO has allowed to be a participant in the Depository in accordance with the Depository Operating Rules of CDO.

“Foreign Currency” means the currency of any other country other than New Zealand.

“Foreign Exchange Services” means the foreign exchange services provided to you by FNZC in accordance with Appendix II.

“FNZC” means First NZ Capital Securities Limited.

“FNZC DIMS” means the discretionary investment management service provided by First NZ Capital Securities Limited pursuant to a license issued under the Financial Markets Conduct Act 2013.

“FNZC DIMS Documentation” means the Service Disclosure Document, Investment Proposal, and the Supplementary Agreement Discretionary Authority prepared in respect of the FNZC DIMS.

“FIN” means the Identification Number or numbers issued by a Registry to you in respect of any given holding of Securities.

“Forex Contract” means a contract under which one party agrees to purchase or sell to the other party, or to arrange the purchase or sale to the other party, an agreed amount of Foreign Currency.

“Independent Trustee” means a trustee appointed pursuant to the terms of a trust deed that does not, nor does any spouse (de facto or otherwise), civil union partner, child or grandchild, have any right to, or interest in (beneficial or otherwise) any assets of the trust except in the capacity as trustee of the trust.

“Interest Rate” means the rate of interest, calculated on a daily basis that is either the aggregate of the 90-day bank bill bid rate plus a margin of 2% per annum or a reasonable rate of interest as determined by us at the time.

“**Limit Order**” means an instruction to buy or sell a Security at a specific price.

“**Market Participant**” has the meaning defined in the NZX Rules.

“**Nominee**” means First NZ Capital Custodians Limited.

“**NZX**” means NZX Limited and includes its successors.

“**NZX Markets**” means markets for the trading of Securities provided and regulated by NZX.

“**NZX Rules**” means the NZX Participant Rules.

“**Position**” means the situation created by FNZC entering into a Forex Contract with you or arranging a Forex Contract for you.

“**Registry**” means the particular share registry, which maintains the register of security holders for the particular listed entity the Securities of which are to be traded by you pursuant to this Agreement.

“**Relevant Settlement Transaction**” has the meaning given to it in the NZX Rules.

“**Safe Custody and Nominee Service**” means the custodial facility operated pursuant to clause 9 of this Agreement.

“**Schedule**” means the schedule set out in Part A of this Agreement.

“**Security**” means any security or financial product which we agree to buy or sell on your behalf, including respectively a security as defined in: section 2D of the Securities Act 1978 (excluding paragraphs (d) and (e) of section 2D (1)), or a financial product as defined in section 7 of the Financial Markets Conduct Act 2013 and “Securities” shall be construed accordingly.

“**Services**” the services we agree to provide you from time to time in accordance with this Agreement and includes, but is not limited to:

- (a) general broking and ancillary services in relation to the buying and selling of Securities;
- (b) general investment advisory services;
- (c) FNZC DIMS;
- (d) Cash Management Service;
- (e) Safe Custody and Nominee Service; and
- (f) Foreign Exchange Services.

“**Settlement Account**” has the meaning defined in the Depository Rules.

“**Statement**” means the statement sent to you by the Registry updating your holding every time you buy or sell Securities.

“**Transaction**” means a transaction effected or to be effected by us pursuant to your instructions (including in relation to the Custody Investments or any Forex Contract).

“**Trading System**” means the systems, facilities and services provided by NZX for lodging quotations and orders for trading Securities including replacement or successor systems.

27.2. General Interpretation

In this Agreement:

- 27.2.1 unless the context otherwise requires, references to “**we**”, “**us**” and “**our**” are to First NZ Capital Securities Limited (including its successors and assigns) and references to “**you**” and “**your**” are references to the person(s) or entity whose name appears in Part A as the client, including that person or person’s administrators, executors and successors;

- 27.2.2 unless otherwise stated, a reference to a clause, Part A, Part B, Appendix or Schedule is a reference to a clause, Part A, Part B, Appendix or Schedule of this Agreement;
- 27.2.3 words in the plural include the singular and vice versa;
- 27.2.4 headings are inserted for convenience only and shall be ignored in construing this Agreement;
- 27.2.5 expressions referring to writing shall be construed as including references to words printed, typewritten, produced by facsimile or otherwise traced, copied or reproduced;
- 27.2.6 terms used in this Agreement which are defined in the NZX Rules, Financial Advisers Act 2008 or the Financial Markets Conduct Act 2013 shall have the meaning given to them in the relevant rules or legislation, unless the context otherwise requires;
- 27.2.7 words implying natural persons include trusts, estates, companies, incorporated societies, partnerships and unincorporated entities.

Appendix I

GENERIC RISK DISCLOSURE AND WARNING STATEMENT FOR TRANSACTIONS IN SECURITIES, INCLUDING WARRANTS, DERIVATIVE INSTRUMENTS AND MARGIN TRADING

This important notice is provided to you as an investor for general information purposes in order to assist your understanding of the potential risks involved in undertaking transactions in securities, warrants, margin trading (also called "leveraged equities" transactions), derivative instruments and other types of investments.

This notice cannot disclose all the risks and other significant aspects of investing including transacting in, warrants, margin trading or transactions in derivatives such as futures, options, and contracts for differences. You should not deal in these and other investment products unless you understand their nature and the extent of your exposure to risk and financial loss. You should also be satisfied that the product is suitable for you in light of your circumstances, financial position, investment objectives and tolerance for risk. You are cautioned to carefully note the risk factors contained in the relevant investment, warrants, margin trading, derivative instrument or other product particulars (if any) and to seek appropriate advice before making a decision to invest or trade in these products. Different investments involve different levels of risk and in deciding whether to trade in such instruments you should be aware of the points below. Certain strategies, such as a "spread" position or a "straddle", may be as risky as a simple "long" or "short" position.

1. General Investment Risk Warning

All investment in securities and the trading of securities entails risk. You should take time to understand and be aware of the risks of particular investments or investment strategies. The price, value and income derived from investments may fluctuate in that values can go down as well as up and investors may get back less than originally invested (possibly a total loss of capital). The risk of loss may occur by reason of movements in the market generally. These can be caused by a number of factors including political, economic, taxation or legislative factors.

Specific examples are changes in interest rates, changes in taxation or superannuation laws, international crises or natural disasters. A company or investment may be vulnerable to international events or market factors. These would include, for example, movements in exchange rates, changes in tariff policies or changes in international stock markets. Sector specific factors may include demand for the product a company produces, commodity prices, the economic cycle of industry, changes in consumer demands, competition, lifestyle changes and changes in technology. Stock specific factors may include changes to the company's directors, the strength of the company's management and the significance of key personnel; profit history, its tangible asset base and debt levels. Litigation, profits or losses on particular contracts, business lines or drill results may also be included as stock specific factors. Past performance is no

guarantee or indication of future results, and undue reliance should not be placed on past performance or anticipated future performance. Exchange rate fluctuations may have adverse effect on the value, price or income of investments. There is an extra risk of losing money when Securities are purchased in some smaller companies. There is often a large difference between the purchase and the selling prices of shares in smaller companies. The price may change quickly and if the shares are to be sold immediately you may get back less (and significantly so) than you paid for them. You must make your own investment decisions in light of your investment objectives, risk profile, and circumstances and seek advice as may be necessary.

2. Risks Associated with the Services

There are a range of risks that are involved in following all types of financial adviser services. There may be risks associated with the actions of the adviser, such as potential conflicts of interest for that adviser in relation to the service provided (although such matters will be required to be disclosed in the adviser's disclosure statement). Risks may also arise if you have not provided FNZC or your adviser with accurate and complete information about your financial situation, investment objectives and level of acceptable risk, as the financial adviser services provided may be based on incomplete or inaccurate information. Finally, risks will also arise in relation to the particular financial products which FNZC may acquire, hold, or dispose of on your behalf which may be susceptible to ordinary market forces, including a reduction in value (and more information in relation to these product risks are set out in this Appendix I).

3. Information must be complete and up to date

You acknowledge that if the information provided by you is inaccurate or incomplete then any advice provided, or discretions exercised, by your FNZC adviser may be based on that inaccurate or incomplete information, and your adviser will be limited in his or her ability to make recommendations, or exercise discretions in a manner, that are specific and suitable to you.

4. Class advice

Class advice is a generalised recommendation or opinion about acquiring or disposing of, or holding, a financial product. Rather than personalised financial advice, which takes into account your financial situation or one of your financial goals (or where you could reasonably expect the adviser to have taken these factors into account), class advice is generic, and is not given with a particular client in mind. Before acting on any financial advice, you should always consider the appropriateness of the advice, having regard to your relevant personal circumstances.

5. Warrants

A warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying security results in a disproportionately large movement, favourable or

unfavourable, in the price of the warrant. The prices of warrants can therefore be volatile. It is essential for anyone who is considering purchasing warrants to understand that the right to subscribe which a warrant confers is invariably limited in time with the consequence that if the investor fails to exercise this right within the pre-determined time-scale then the investment becomes worthless. You should not buy a warrant unless you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges. Although warrants can be utilised for the management of investment risk, warrants are unsuitable for many investors.

Some other instruments are also called warrants but are actually options (for example, a right to acquire securities which is exercisable against someone other than the original issuer of the securities, often called a 'covered warrant').

6. Off-exchange Warrant Transactions

Transactions in off-exchange warrants may involve greater risk than dealing in exchange traded warrants because there is no exchange market through which to liquidate your position, or to assess the value of the warrant or the exposure to risk. Bid and offer prices need not be quoted, and even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price.

7. Futures

Transactions in futures involve the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some cases to settle the position with cash. They carry a high degree of risk. The 'gearing' or 'leverage' often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you. Futures transactions have a contingent liability, and you should be aware of the implications of this, in particular the margining requirements, which are set out in paragraph (12) below.

8. Options

There are many different types of options with different characteristics subject to the following conditions. Buying options: Buying options involves less risk than selling options because, if the price of the underlying asset moves against you, you can simply allow the option to lapse. The maximum loss is limited to the premium, plus any commission or other transaction charges. However, if you buy a call option on a futures contract and you later exercise the option, you will acquire the future. This will expose you to the risks described under 'futures' and 'contingent liability transactions'.

Writing options: If you write an option, the risk involved is considerably greater than buying options. You may be liable for margin to maintain your position and a loss may be sustained well in excess of the

premium received. By writing an option, you accept a legal obligation to purchase or sell the underlying asset if the option is exercised against you, however far the market price has moved away from the exercise price. If you already own the underlying asset which you have contracted to sell (known as 'covered call options') the risk is reduced. If you do not own the underlying asset (known as 'uncovered call options') the risk can be unlimited. Only experienced persons should contemplate writing uncovered options, and then only after securing full details of the applicable conditions and potential risk exposure. Certain options markets operate on a margined basis, under which buyers do not pay the full premium on their option at the time they purchase it. In this situation you may subsequently be called upon to pay margin on the option up to the level of your premium. If you fail to do so as required, your position may be closed or liquidated in the same way as a futures position.

9. Contracts for differences

Futures and options contracts can also be referred to as a contract for differences. These can be options and futures on a market index, as well as currency and interest rate swaps. However, unlike other futures and options, these contracts can only be settled in cash. Investing in a contract for differences carries the same risks as investing in a future or an option and you should be aware of these as set out in paragraphs (7) and (8) respectively. Transactions in contracts for differences may also have a contingent liability and you should be aware of the implications of this as set out in paragraph (12) below.

10. Off-exchange Transactions

It may not always be apparent whether or not a particular derivative is effected on exchange or in an off exchange derivative transaction. FNZC must make it clear to you if you are entering into an off exchange derivative transaction.

While some off-exchange markets are highly liquid, transactions in off-exchange or 'non transferable' derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid and offer prices need not be quoted, and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price.

11. Foreign Markets

Foreign markets will involve different risks from the NZ markets. In some cases the risks will be greater. On request, FNZC will provide an explanation of the relevant risks and protections (if any) which will operate in any foreign markets, including the extent to which FNZC will accept liability for any default of a foreign firm through whom FNZC deals. The potential for profit or loss from transactions on foreign markets or in foreign denominated contracts will be affected by fluctuations in foreign exchange rates.

12. Contingent liability Transactions

Contingent liability transactions, which are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately.

If you trade in futures, contracts for differences or sell options you may sustain a total loss of the margin you deposit with FNZC to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit.

Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.

FNZC firm may only carry out margined or contingent liability transactions for you if they are traded on or under the rules of a recognised or designated investment exchange. Contingent liability transactions which are not so traded may expose you to substantially greater risk.

13. Limited liability Transactions

Before entering into a limited liability transaction, you should obtain from FNZC a formal written statement confirming that the extent of your loss liability on each transaction will be limited to an amount agreed by you prior to entering into the transaction.

The amount you can lose in limited liability transactions will be less than in other margined transactions, which have no predetermined loss limit. Nevertheless, even though the extent of loss will be subject to the agreed limit, you may sustain the loss in a relatively short time. Your loss may be limited, but the risk of sustaining a total loss to the amount agreed is substantial.

14. Collateral

If you deposit collateral as security with FNZC, the way in which it will be treated will vary according to the type of transaction and where it is traded. There could be significant differences in the treatment of your collateral depending on whether you are trading on a recognised or designated investment exchange, with the rules of that exchange (and the associated clearing house) applying, or trading off exchange. Deposited collateral may lose its identity as your property once deals on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets, which you deposited and may have to accept payment in cash. You should ascertain from FNZC how your collateral would be dealt with.

15. Commissions

Before you begin to trade; you should obtain details of all commissions and other charges for which you will be liable. If any charges are not expressed in money terms (but, for example, as a percentage of

contract value), you should obtain a clear and written explanation, including appropriate examples, to establish what such charges are likely to mean in specific monetary terms. In the case of futures, when commission is charged as a percentage, it will normally be as a percentage of the total contract value, and not simply as a percentage of your initial payment.

16. Suspension of Trading

Under certain trading conditions it may be difficult to impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

17. Clearing House Protections

On many exchanges, the performance of a transaction by FNZC (or third parties with whom FNZC is dealing on your behalf) is 'guaranteed' by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you, the customer, and may not protect you if FNZC or another party defaults on its obligations to you. On request, FNZC will explain and any protection provided to you under the clearing guarantee applicable to any on-exchange derivatives in which you are dealing. There is normally no clearing house for off-exchange instruments which are not traded under the rules of a recognised or designated investment exchange.

18. Liquidation of Position

Positions may be liquidated or closed out without your consent in the event you fail to meet a margin call. Additionally, the insolvency or default of any broker involved in your transaction may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets which you lodged as collateral and you may have to accept any available payment in cash.

19. Insolvency

Insolvency of or default by FNZC, or that of any other brokers involved with your transaction, may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets which you lodged as collateral and you may have to accept any available payments in cash. On request, FNZC will provide an explanation of the extent to which it will accept liability for any insolvency of, or default by, other firms involved with your transactions.

20. Margin trading: Borrowing Money to pay for Stocks

Margin trading is borrowing money from a margin product provider to buy shares and using your investment as collateral. Investors generally use margin to increase their purchasing power so that they can own more shares without fully paying for them. However, margin exposes investors to the potential for higher losses.

21. Understand how Margin works

For example, let's say you buy a share for \$50 and the price of the share rises to \$75. If you bought the share in your broker account and paid for it in full, you'll earn a 50 percent return on your investment. But if you bought the share on margin – paying \$25 in cash and borrowing \$25 from a margin product provider – you'll earn a 100 percent return on the money you invested. Of course, you'll still owe the lender \$25 plus interest.

The downside to using margin is that if the share price falls, substantial losses can mount quickly. For example, let's say the share you bought for \$50 falls to \$25. If you fully paid for the share, you'll lose 50 percent of your money. But if you bought on margin, you'll lose 100 percent, and you still must come up with the interest you owe on the loan.

In volatile markets, investors who put up an initial margin payment for shares may, from time to time, be required to provide additional cash or securities if the price of the shares falls. You should be aware that the margin trading product provider might be able to sell your securities without notice to you when you don't have sufficient equity in your margin account. Understand that your position may be liquidated at a loss and you will be responsible for paying the resulting deficit.

22. Recognise the Risks

Margin trading represents a high degree of risk and is not suitable for everyone. Before undertaking transactions using a margin trading facility, you should fully understand that:

- You can lose more money than you have invested;
- You may have to deposit additional cash or securities in your account on short notice to cover market losses;
- You may be forced to sell some or all of your securities when falling share prices reduce the value of your securities; and
- The margin trading product provider may be able to sell some or all of your securities without consulting you to pay off the loan it made to you.
- Be aware of the costs you will be charged on money you borrow from the margin trading product provider and how these costs affect your overall return.

You can protect yourself by knowing how margin trading works and what happens if the price of the shares purchased on margin declines. Know that the product provider charges you interest for borrowing money and how that will affect the total return on your investments.

23. Read your Margin Agreement

To open a margin trading facility, the product provider is required to obtain your signature. You are cautioned to carefully review the agreement, and to seek advice if you don't understand it, before you sign it.

As with most loans, the margin agreement explains the terms and conditions of the margin account. The agreement describes how the interest on the loan is calculated, how you are responsible for repaying the loan, how the securities you purchase serve as collateral for the loan and the risk factors. Carefully review the agreement to determine what notice, if any, the product provider must give you before selling your securities to repay the money you have borrowed.

24. Understand Margin Calls

If your margin account has a shortfall (i.e. the loan balance is not covered by the value of cash and/or securities held as security against the loan) the product provider will make a margin call on you to deposit more cash or securities into your account. If you are unable to meet the margin call, the product provider may enforce the margin call and sell your securities to increase the equity in your account up to or above the level required.

25. Non-readily Realisable Investments

Transactions in non-readily realizable investments or complex investments entail a high degree of investment risk. You may have difficulty selling these investments at a reasonable price and in some circumstances it may be difficult to sell at any price. **Do not invest in these unless you have carefully thought about whether you can afford to and whether they are right for you.**

Appendix II

Foreign Exchange Services

FNZC agrees to enter into transactions with you, involving the purchase and sale of spot and forward foreign exchange contracts and options (collectively referred to as “Forex Contracts”) under this Appendix in accordance with your instructions or those of an Authorised Person. FNZC may also arrange Forex Contracts for you with counterparty institutions.

It is agreed:

1. Definitions:

1.1. In this Appendix:

“**Account**” means your Foreign Exchange Account and Margin Account.

“**Additional Margin Deposit**” means any additional amount or securities called by FNZC and to be paid or deposited by you under clause 14.3.

“**Client Funds Account**” means an existing client funds account that we have established for you under the Agreement, and may include a cash management account and/or a custody holdings account.

“**Close Out**” means, in relation to a Position, entering into arrangements to reverse the effect of the Position (in whole or in part), in accordance with clause 16 and “Closing Out” and “Closed Out” have corresponding meanings.

“**Default Event**” means any one of the events referred to in clause 18.

“**Foreign Exchange Account**” means the foreign exchange account established by FNZC for you under clause 10 and may include your FNZC securities transaction account.

“**Insolvent**” means insolvent, bankrupt, in liquidation, receivership, voluntary administration or statutory management, under administration or reconstruction or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), subject to an administrator, administrative receiver or similar official in respect of any assets, struck off or removed from the register of companies under the Companies Act 1993, wound up, dissolved, subject to a moratorium declared in respect of any indebtedness or any assignment for the benefit of creditors or subject to any arrangement or compromise with creditors, and “Insolvency” has a corresponding meaning.

“**Margin Account**” means the margin account established by FNZC for you under clause 10, or, where no such account is established, means your Client Funds Account (as the case may be).

“**Margin Deposit**” means the amount of cash in cleared funds and/or unencumbered approved securities required to be deposited and maintained with FNZC pursuant to clause 14, and includes any Additional Margin Deposit.

“**Realised Loss**” and “**Realised Profit**” have the meanings given to them in clause 16.

2. Entry into Forex Contracts

2.1. This Appendix will govern Forex Contracts that FNZC agrees to enter into with you from time to time in accordance with your oral or written instructions or those of an Authorised Person.

2.2. FNZC is also authorised to arrange the purchase and sale of Forex Contracts on your behalf in accordance with your oral or written instructions or those of an Authorised Person.

- 2.3. The Agreement, this Appendix and each Forex Contract that FNZC agrees to enter into with you or which FNZC arranges on your behalf from time to time pursuant to clauses 2.1 or 2.2 (as the case may be) will together form a single agreement.

3. Important Risk Disclosure Statement

This brief risk disclosure statement does not disclose all of the risks and other significant aspects of undertaking foreign exchange currency transactions. Forex Contracts can involve a high degree of risk and result in loss, including the risk of loss of your entire Margin Deposit. Exposure to risk includes, but is not limited to, changes in political conditions, economic factors, prevailing market conditions and movements, acts of nature and other factors. The profit or loss in Forex Contracts will be affected by fluctuations in currency rates where there is a need to convert from the currency of denomination of the contract to another currency. All transactions and all fluctuations in the market prices of Forex Contracts (including Realised Profits and Realised Losses) are at your sole risk and you shall be solely liable under all circumstances. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk, including the risk of losses in excess of any margin or funds deposited. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. You should not undertake Forex Contracts unless you are financially able to sustain any losses. By requesting Foreign Exchange Services from FNZC, you warrant that you are willing and financially able to sustain any losses and that FNZC is not responsible for the obligations of any persons with whom your Forex Contracts are affected.

4. Information and Recommendations

- 4.1. You agree and acknowledge that:
- (a) guarantees of profit or freedom from loss are unable to be provided in respect of foreign exchange currency transactions and foreign exchange trading;
 - (b) you have received no such guarantees of profit or freedom from loss from FNZC or from any of its officers, directors, employees, affiliates, associates, partners, agents or representatives, and that you have not requested Foreign Exchange Services in consideration of or in reliance upon any such guarantees or similar representations;
 - (c) in entering into each Position you will rely only upon your judgement;
 - (d) any trading and/or market recommendations and/or information communicated to you by FNZC or by any of its officers, directors, employees, affiliates, associates, partners, agents or representatives, does not constitute an offer to sell or the solicitation of an offer to buy any Forex Contract;
 - (e) any such trading and/or market recommendations and/or information, although based upon information obtained from sources believed by FNZC to be reliable, may be based solely on a broker's opinion and that such recommendations and/or information may be incomplete and may be unverified. Neither FNZC nor any of its officers, directors, employees, affiliates, associates, partners, agents or representatives makes or gives any representation, warranty or guarantee, express or implied, as to, and shall not be responsible for, the accuracy or completeness of any trading

and/or market recommendations and/or information communicated to you by FNZC or by any of its officers, directors, employees, affiliates, associates, partners, agents or representatives;

- (f) you will not hold FNZC or any of its officers, directors, employees, affiliates, associates, partners, agents or representatives responsible for any costs or losses that you may incur through following any such trading and/or market recommendations and/or information communicated to you by FNZC or by any of its officers, directors, employees, affiliates, associates, partners, agents or representatives;
- (g) FNZC and/or its officers, directors, employees, affiliates, associates, partners, agents or representatives may have a position in or may intend to buy or sell currencies, which are the subject of trading and/or market recommendations furnished to you, and that the market position of FNZC or any such officer, director, affiliate, associate, partner, agent or representative may not be consistent with the recommendations furnished to you by FNZC or by any of its officers, directors, employees, affiliates, associates, partners, agents or representatives; and
- (h) neither FNZC nor any of its officers, directors, employees, affiliates, associates, partners, agents or representatives makes any representations concerning the tax implications or treatment of Forex Contracts.

4.2. You will provide us with such information as we may reasonably require from time to time in connection with Foreign Exchange Services and in connection with the rights and obligations of you and us under this Appendix.

5. Effect of 'Leverage' or 'Gearing'

Transactions in Forex Contracts carry a high degree of risk. Trading on margin or deposit is one of the riskiest forms of investments because the amount of any initial margin or deposit required relative to the value of the Forex Contract is generally small so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds or securities you have deposited by way of a Margin Deposit or will have to deposit under this Appendix; this may work against you as well as for you. You may sustain a total loss of initial margin funds or securities and any additional funds or securities deposited with FNZC to maintain your Position. If the market moves against your Position or margin levels are increased, you may be called upon to maintain your Position. If the market moves against your Position or margin levels are increased, you may be called upon to pay substantial additional funds or deposit a substantial amount of additional securities by way of an Additional Margin Deposit on short notice to maintain your Position. If you fail to comply with a request for additional funds or additional securities within the time prescribed, your Position may be liquidated at a loss in accordance with this Appendix.

6. Terms and Conditions of Contracts

You should understand the terms and conditions of the specific currencies which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the full currency value).

7. Suspension or restriction of trading and pricing relationships

You acknowledge and accept that market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. suspension of trading in any currency because of price limits, government intervention or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

8. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commissions, fees, mark-ups, markdowns, rollovers, interest rate differential and other charges for which you will be liable. These charges will affect your Realised Profit (if any) or increase your Realised Loss.

9. Transactions in other Jurisdictions

Transactions in currencies of other countries in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should inquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should seek independent advice regarding the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

10. Establishment of Accounts

- 10.1. When you request Foreign Exchange Services (and FNZC agrees to provide those Services to you) in accordance with the Agreement and this Appendix, we shall establish a Foreign Exchange Account in your name. We may also, at our sole discretion, establish a Margin Account in your name, separate from any existing client funds account that you already have with us.
- 10.2. All moneys deposited to the credit of your Accounts shall be held by FNZC on trust for you, and shall be paid into a segregated bank account established and maintained by us with our bank. Funds in this bank account may not be combined with funds belonging to FNZC or other parties and the funds in the bank account will not be used by us other than for the purposes set out in this Appendix or Agreement. For the avoidance of doubt, brokerage, commissions and other charges payable to us may be deducted by us from your Accounts in accordance with the NZX Participant Rules.
- 10.3. You shall not be entitled to interest on the credit balance of your Foreign Exchange Account. Unless otherwise agreed with FNZC, where your Margin Account is not your Client Funds Account, your Margin Account will not accrue interest. We may retain any interest paid by our bank on the credit balance of your Foreign Exchange Account or (where applicable) your Margin Account, absolutely and for our own benefit.
- 10.4. We may split your Accounts into different sub-accounts denominated in different currencies and references in this Appendix to your Accounts shall be taken to include references to all such sub-accounts or the relevant sub-accounts (as the case requires).
- 10.5. In accordance with New Zealand law, the NZX Participant Rules and the New Zealand Clearing Limited Clearing and Settlement Rules, our accounting records contain entries from day to day of all receipts and disbursements of client funds received and paid by us. Your access to these accounting records is not considered necessary as we fully disclose our obligations to you in various documents including account statements and contract notes. Our accounting records are audited by external qualified auditors within the meaning of Section 461E of the Financial Markets Conduct Act 2013.

- 10.6. You will provide us with such information in connection with your Accounts (including details of any person who has any interest in the Accounts and/or amounts standing to the credit of, or securities deposited in, the Accounts) as we may require from time to time.

11. Entry into Positions

- 11.1. You may request FNZC, whether in writing or otherwise, on any Business Day to enter into a Position with you, or, where applicable, arrange the entry into a Position on your behalf. If FNZC agrees to enter into any such Position, FNZC will:
- (a) transfer the Margin Deposit (if any) required under clause 14 from your Margin Account to your Foreign Exchange Account;
 - (b) where applicable, on your behalf, arrange the purchase or sale of a Forex Contract with a counterparty institution in accordance with your request; and
 - (c) forward to you a copy of the relevant Forex Contract transaction confirmation report confirming the details of the Forex Contract transaction entered into.
- 11.2. Where FNZC agrees to enter into a Position with you, or arranges a Position on your behalf, you will be legally bound by the Forex Contract from the time the Forex Contract is agreed between you and us, notwithstanding there being no written confirmation of the terms of the Forex Contract.
- 11.3. You agree and acknowledge that FNZC may assign, transfer or grant a security interest over any Position arranged for you to any party.
- 11.4. You agree and acknowledge that you may not assign, transfer, declare any trust over, or grant any mortgage, charge, lien, security interest or other encumbrance over any Position without our prior written consent.

12. Acknowledgements

- 12.1. In connection with opening an Account to purchase and/or sell Forex Contracts entered into with, or arranged by, FNZC, you acknowledge that you have been advised of and understand the following factors concerning Forex Contracts.
- 12.2. Foreign exchange is not traded on a regulated exchange. Where the Forex Contract has been arranged by FNZC, FNZC has used reasonable endeavours to deal with reputable credit worthy institutions/clearing houses. However, there are no guarantees as to the credit worthiness of the counterparty in respect of your Position. Also, there may be certain cases in which trading liquidity decreases causing trading in a certain currency to cease, thereby preventing the liquidation of an adverse Position which may result in a substantial financial loss.
- 12.3. Trading in foreign exchange is suitable only for those sophisticated institutions or sophisticated participants financially able to withstand losses which may equal or exceed the value of margins or deposits.
- 12.4. That you have undertaken your own decision to enter into Forex Contracts.
- 12.5. The policies of FNZC (and, where applicable, the policies of those institutions/clearing houses through which trades are arranged and executed) may require that additional funds be provided to properly margin your Account and that you are obligated to immediately meet such margin requirements when required to do so by FNZC or the relevant institution/clearing house. Failure to meet margin calls may result in the liquidation of any open Positions with a resultant loss.

12.6. You understand that you must carefully review the Forex Contract transaction confirmation reports relating to your trading provided to you by FNZC. Except where otherwise agreed to by FNZC in writing, all Forex Contract transaction confirmation reports will be deemed final within twenty-four (24) hours and all statements of account will be deemed final within one (1) day, unless you make a written objection to these reports within this 24 hour period of time to FNZC at its principal place of business.

13. Governmental and Market System Rules

All transactions under Appendix shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of any counterparty institution or any market (and its clearing organisation, if any) where executed and to all applicable laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market or clearing organisation which shall be binding upon FNZC and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Appendix shall be deemed modified or superseded, as the case may be by the applicable provisions of such statute, rule or regulation, and all other provisions of this Appendix and provisions so modified shall in all respects continue in full force and effect. You acknowledge that all transactions under this Appendix are subject to the aforementioned regulatory requirements and you shall not thereby be given any independent legal or contractual rights with respect to such requirements.

14. Margin Deposit Requirements

- 14.1. You acknowledge that at the time you request FNZC to enter into, or arrange, a Position there must be sufficient cleared funds or unencumbered securities credited to your Margin Account, and maintained in your Margin Account as long as such a Position is outstanding, to meet any margin requirements in respect of any Forex Contract that FNZC may, in its sole discretion, require from time to time.
- 14.2. Securities may only be used to meet margin requirements if they are expressly approved by FNZC in writing to be used for such purpose. Any approval will be subject to such conditions as FNZC may, in its sole discretion, require from time to time, including, without limitation, granting a security interest over such securities on such terms as FNZC may require in its sole discretion.
- 14.3. FNZC may change margin requirements at any time. You agree to deposit such Additional Margin Deposit into your Margin Account when and as required by FNZC and will promptly meet all margin calls. This right is entirely at our discretion and is unfettered. If we make a call for an Additional Margin Deposit you must pay the amount of the Additional Margin Deposit in cleared funds (in the case of cash) or deposit unencumbered approved securities in an amount equal to the Additional Margin Deposit (in the case of securities) in the time frame stipulated by us. The time frame within which the Additional Margin Deposit is to be paid will generally be within 24 hours of the call being made. You accept that because of the potential volatility of Forex Contracts, FNZC could make calls for an Additional Margin Deposit at short notice or intra-day.
- 14.4. Any decision by FNZC as to the amount and the time for payment of a call for a Margin Deposit shall be final and binding on you.
- 14.5. If we make a call for an Additional Margin Deposit, you acknowledge that we may refuse any request by you to enter into any further Position (other than to Close Out an existing Position) until we have confirmed receipt of the Additional

Margin Deposit in cleared funds or as unencumbered securities (as the case may be) within the time frame stipulated by us.

- 14.6. You may not withdraw from your Margin Account all, or any part, of a Margin Deposit paid in or deposited in respect of a Position until the Position has been Closed Out and all your obligations in respect of that Position have been satisfied in full.
- 14.7. You acknowledge and agree that FNZC has the right at any time to withdraw from your Margin Account, and hold for its own account, all, or any part, of a Margin Deposit paid or deposited in respect of a Position in an amount equal to any amount owed by you to us in respect of such Position under this Appendix, and FNZC is hereby directed by you to make such withdraws. You also acknowledge and agree that FNZC may set-off such withdrawn amount against the amount owed by you to us in respect of such Position under this Appendix.
- 14.8. You acknowledge and agree that FNZC has the right at any time to withdraw from your Margin Account, all, or any part of, a Margin Deposit paid or deposited in respect of a Position, and forward that amount to a counterparty or a third party clearer, to be held by such counterparty or third party clearer to their own account, and FNZC is hereby directed by you to make such withdraws.
- 14.9. FNZC may at any time proceed to liquidate your Accounts in accordance with clause 20 and any failure by us to enforce our rights hereunder shall not be deemed a waiver by FNZC to enforce its rights thereafter.
- 14.10. FNZC retains the right to limit the amount and/or total number of open Positions which you may acquire or maintain. FNZC will attempt to enter into, or arrange (as the case may be), all transactions which it may, in its sole discretion, choose to accept in accordance with your instructions. However, FNZC reserves the right to not enter into, or arrange (as the case may be), any Position. FNZC shall not be responsible for any loss or damage caused, directly or indirectly, by (i) FNZC exercising its right referred to above or (ii) any events, actions or omissions beyond the control of FNZC including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of details about any transactions and/or information due to a breakdown in or failure of any transmission or communication facilities.
- 14.11. You agree to advise FNZC from time to time of a phone number or numbers at or through which you may be contacted twenty four hours per Business Day so that we can notify you that we are calling for a Margin Deposit under clause 14.

15. Rollovers and Delivery

- 15.1. With respect to Forex Contracts, where applicable, you agree to instruct FNZC as to the offset or rollover of a Position. Except as provided herein, during the term of the Position, you shall give FNZC instructions for rolling the Position no later than two hours prior to the settlement of trading in the Forex Contract on the day that you intend to rollover a Position. In addition, by noon of the Business Day before the settlement date of the Forex Contract, you shall instruct FNZC whether to arrange the delivery, offset or rollover of the Position. In the absence of timely instructions from you, FNZC is authorised, at FNZC's absolute discretion, to arrange the delivery, rollover or offset all or any portion of the Positions in your Account(s) and at your risk. Where applicable, your Account(s) shall be charged commissions, at broker's rates, and other associated costs upon the rollover or offset of a Position.
- 15.2. Unless a Forex Contract is expressly designated for physical delivery, all Forex Contracts shall be cash settled only.

16. Close out of Positions

- 16.1. You may instruct FNZC to Close Out a Position at any time during a Business Day.
- 16.2. Where FNZC Closes Out a Position under clause 16.1, the difference (if any) between the net proceeds received from entering the Position and the net cost of Closing Out the Position (including, without limitation, the cost of arranging the transaction) if positive shall be a "Realised Profit" and, if negative, shall be a "Realised Loss".
- 16.3. The Closing Out of a Position in accordance with this clause shall constitute a complete discharge of all obligations of FNZC and you in relation to that Position so that the only obligations that continue in respect of the Position are those provided for in clauses 17 and 21.
- 16.4. You acknowledge that if you give FNZC standing instructions to enter into, or Close Out, a Position when a particular price level is reached in the market, the price at which the Position is entered into, or Closed Out at, might not be that exact price.

17. Settlement of Closed Out Positions

- 17.1. When a Position is Closed Out which:
 - (a) results in a Realised Profit, the Realised Profit will appear as a credit balance in your Foreign Exchange Account; or
 - (b) results in a Realised Loss, you must pay to FNZC an amount equal to the amount of the Realised Loss in cleared funds within the time frame advised (which we expect will be one Business Day but may be a shorter period if we consider, at our absolute discretion, payment is required earlier).
- 17.2. If you request payment of any money owed to you because of there being a Realised Profit, we will withdraw that money from your Foreign Exchange Account and pay it to you by direct credit to your Margin Account (or such other account as you may notify us in writing) or in such other manner as may be agreed between FNZC and you. If you do not request payment of any money so owed to you, it will be retained in your Foreign Exchange Account.
- 17.3. FNZC will set-off any money owed to you under this clause 17 against any money owed by you under this clause 17. Where such a set-off is made, references in this clause to Realised Profit or Realised Loss shall be read as including the net amount of Realised Profit or Realised Loss (as the case may be) remaining after the set-off.
- 17.4. Notwithstanding, and in addition to, clause 17.3 above, you acknowledge and agree that where FNZC owes money to you under this clause 17, we may set off that money against any amounts owed by you to us under any Agreement, at our sole discretion whether before or after exercising any right of set off under clause 17.3.

18. Default Events

- 18.1. It is a Default Event, whether or not it is within your control, if:
 - (a) any moneys owing by you to FNZC under this Appendix are not duly and punctually paid to FNZC or satisfied as and when they become due;
 - (b) insufficient Margin Deposit is provided to FNZC, or FNZC's determination that any margin deposited in respect of any Position is inadequate, regardless of current market quotations, to secure the Account and/or Position;
 - (c) you fail to duly and punctually perform and observe any other obligation under this Appendix or any other agreement with FNZC;
 - (d) any representation made by you or on your behalf ceases to be correct or becomes misleading, in either case, in any material particular;

- (e) any Account or Margin Deposit is, or becomes, subject to any mortgage, charge, lien, security interest or other encumbrance without the prior written consent of FNZC;
- (f) you are or are presumed or deemed to be unable, or admit an inability, to pay your debts as they fall due, stop payment of your debts or cease or threaten to cease carrying on business;
- (g) you become Insolvent or any step is taken with a view to making you Insolvent;
- (h) you become of unsound mind or die;
- (i) any security interest binding on you or your assets becomes enforceable and the holder of the security interest takes steps to enforce its security;
- (j) any indebtedness of you becomes immediately due and payable, or capable of being declared due and payable, prior to its stated maturity, by reason of your or any other person's default;
- (k) you become subject to a recommendation by the Securities Commission or the Reserve Bank of New Zealand to the relevant Minister supporting the appointment of a statutory manager;
- (l) any expropriation, attachment, sequestration, distress or execution affects any of your assets;
- (m) it becomes unlawful for you to perform any of your obligations under this Appendix, or you repudiate this Appendix, or any provision of this Appendix is or becomes or is claimed by you to be wholly or partially invalid, void, voidable, or unenforceable in any material respect;
- (n) in the absence of you making alternative arrangements acceptable to FNZC, you are not contactable by telephone by us within any consecutive period of four (4) hours, in order for us to obtain instructions with respect to a Position;
- (o) in our opinion there are grounds for believing you will not honour your obligations under this Appendix or in respect of any Position;
- (p) in our opinion there has been or will be a significant movement in either the value of any Position entered into by you or securities prices generally; or
- (q) in our opinion any counterparty bank and/or clearing house exercises its rights under FNZC's arrangements with it in such a manner that is or could be detrimental to us.

19. Action following a Default Event

- 19.1. On or at any time after a Default Event occurs, without prejudice to any other rights FNZC may have, we have the right or power (but not the obligation) in our discretion and without notice to you, to do any one or more of the following:
- (a) to terminate this Appendix in accordance with clause 25 of this Agreement;
 - (b) subject to any written instructions from you issued prior to the date of termination requiring us to Close Out all existing Positions within 2 Business Days of the date of termination, Close Out all or any Positions; and
 - (c) take any other action which we consider reasonable in the circumstances.
- 19.2. After a Default Event has occurred FNZC is entitled to set-off any amount owed by FNZC to you under the Agreement (including any amount in any Account held on trust for you) against any amount owed by you to FNZC (whether or not owed under this Appendix). Accordingly, you acknowledge and agree that after a Default Event has occurred FNZC has the right at any time to withdraw from any Account, and hold for its own account, an amount equal to any amount owed by you to us (whether or not owed under this Appendix), and FNZC is hereby directed by you to make such withdrawals. This clause does not have any effect on other rights of set-off we may have.

- 19.3. FNZC will not lose any of our rights under this clause 19 by reason of any delay in exercising the right and if we do exercise any such right we may do so at any time and in any manner.
- 19.4. Where FNZC exercises its right to Close Out a Position, the Closing Out will be effected on your authority now given and at your risk and expense and in your name, in accordance with clauses 16 and 17 as if you had instructed FNZC to Close Out the Position on the date that we exercise our right.
- 19.5. Where FNZC exercises its right under this clause 19 to Close Out a Position, FNZC shall be entitled to debit from your Accounts (in such order as we in our discretion decide) liquidated damages of an amount equal to any Realised Loss and you acknowledge that such liquidated damages are a genuine pre-estimate of our loss.

20. Our Rights

- 20.1. FNZC may at any time (and you irrevocably authorise FNZC to) without prior notice to you, in order to discharge your obligations (actual or contingent) under this Appendix:
- (a) apply all or part of any amounts in any currency held by FNZC in, or credited to, any of your accounts with FNZC (including the Accounts and interest bearing call accounts administered by FNZC) and any amounts in any currency held by FNZC for the purpose of your dealings in such order or manner as we think fit, whether the liabilities are actual or contingent, primary or collateral, joint or several; and/or
 - (b) combine or consolidate all or any of your accounts with FNZC (including the Accounts and interest bearing call accounts administered by FNZC).

21. Payments

You acknowledge that if you request or direct FNZC to enter into or Close Out a Position, you must pay to FNZC any applicable brokerage charges and pay all transaction charges, fees, settlements, interest and any other amounts due under this Appendix on demand by us in cleared funds or otherwise as required by the terms of this Appendix.

22. Gross Payments

Subject to any other express term of this Appendix, all payments by you under this Appendix are to be made without set-off, counter claim or condition, and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. If you are required to make a deduction or withholding in respect of tax from any payment to be made or if FNZC is required to pay any tax in respect of any payment made in relation to this Appendix and/or in respect of a Position then you indemnify FNZC against that tax and agree to pay to us an additional amount to ensure we receive a net amount (after payment of any such deductions) that is equal to the full amount we would have received had a deduction or withholding or payment of tax not been made, or otherwise are able to pay the amount required, as the case may be.

23. Currency of payments

All amounts due to FNZC or payable by FNZC to you under this Appendix are payable in such currency as we may determine from time to time, unless we otherwise agree and determine. Where FNZC exchanges currency on your behalf for the purpose of meeting payments under this Appendix, we are authorised by you to exchange currency at a rate selected by us acting in good faith.

24. Sharing of Charges and taking of Margin

- 24.1. You agree that FNZC may share all transaction charges and fees with other persons without being required to disclose that fact to you.
- 24.2. You agree that in entering into and Closing Out a Position FNZC may take a margin as principal for its own account on the foreign exchange rate applied to the Forex Contract.

25. Power of Attorney

In consideration of FNZC providing Foreign Exchange Services, you irrevocably appoint FNZC, each director, secretary, and principal executive officer of FNZC, and each employee of FNZC whose title of office includes the word “manager” severally as your attorney at any time and from time to time following the occurrence of a Default Event to execute and deliver all documents and to do all things which your attorney may consider necessary or desirable to give effect to the provisions of this Appendix, including, but without limitation, in connection with, or incidental to, the exercise of any of our rights and powers under clauses 14, 15, 16, 17, 19 and 20.