

DEED OF CONSENT FOR USE OF NOMINATED ACCOUNT

THIS DEED is made the _____ day of _____ 20____

BETWEEN

AUSTRACLEAR LIMITED (ABN 94 002 060 773) of 20 Bridge Street Sydney NSW Australia
("Austraclear")

AND

[Name, ABN and address of Participant owning the Bank Account] ("**Participant 1**")

AND

[Name, ABN and address of other Participant using the Bank Account] ("**Participant 2**")

RECITALS

- A. Austraclear is the operator of the Austraclear System, a central securities depository for the recording and settlement of Transactions in debt Securities.
- B. The Austraclear Regulations require each Participant to have a Nominated Account, being a bank account with a Participating Bank.
- C. The Austraclear Regulations permit a Participant to use the Nominated Account of another Participant with the consent of that other Participant, such consent to be in the form prescribed by Austraclear.
- D. The Austraclear System records the movement of cash between the Cash Records of Participant and forwards instructions to the Participating Bank of each Participant for settlement between Participating Banks through RITS.
- E. Participant 1 is the owner of a Nominated Account and wishes to authorise Participant 2 to use that account as its Nominated Account and further wishes to indemnify Austraclear and all other Participants, other than Participant 2, in relation to such use.

THE PARTIES AGREE

1. Participant 1 **AUTHORISES** Participant 2 to nominate as its Nominated Account(s) the bank account(s) listed below:

[Insert details to fully identify account (account name, number, BSB number, bank branch name, etc)]

for the purposes of the Austraclear Regulations and agrees that the Cash Element of Transactions of

[insert details of relevant Sub-Participant(s) of Participant 2]

may be processed through that Nominated Account.

2. Participant 1 **UNDERTAKES** that it will accept full responsibility and liability for the Cash Elements of Transactions reported by Participant 2 to Austraclear to be processed through the Nominated Account **AND INDEMNIFIES AND SHALL KEEP INDEMNIFIED** Austraclear and all Participants, other than Participant 2, in connection with any Loss or Claim of any of them that in any way relates to or arises out of the use of the Nominated Account by Participant 2.

3. The authorisation in clause 1 will continue in full force and effect until Austraclear receives from Participant 1 or Participant 2 written notice confirming the termination of the authorisation. The remainder of this deed including indemnities will survive termination of such authorisation and will continue in full force and effect in respect of the Cash Element of any Transaction which was reported to Austraclear before the receipt by Austraclear of such notice of termination.
4. Upon receipt by Austraclear of a notice of termination of authorisation referred to in clause 3, Austraclear will cease processing Transactions of the relevant Sub-Participant of Participant 2 through the account(s) specified in clause 1.
5. Notices under this deed must be served in accordance with the Austraclear Regulations and in the case of service on Austraclear must be addressed to the General Manager Business Operations.
6. This deed is governed by the laws in force in the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
7. Capitalised terms used in this deed and which are defined in the Austraclear Regulations have the same meaning as in the Austraclear Regulations.
8. Austraclear executes this deed to indicate consent to the arrangement set out herein.

Amended 22/08/07, 29/05/08, 27/08/10

EXECUTED AS A DEED

This deed must be signed by one of the methods below:

- 1. *By the company under its common seal; or*
- 2. *By two directors or by one director and one company secretary; or*
- 3. *By the sole director of a single director proprietary company, pursuant to a declaration made and minuted by the director. In this case a certified copy of the declaration should be attached; or*
- 4. *Under Power of Attorney. In this case the attorney should state that he has no notice of revocation of the Power of Attorney under which he is signing. The Power of Attorney should be enclosed for noting or a certified copy provided.*

EXECUTED by

[insert name of Participant 1]
under section 127 of the Corporations Act:

Signature of Director / Company Secretary *
(* delete whichever does not apply)

Name (please print)

Date signed: _____

Signature of Director

Name (please print)

EXECUTED by

[insert name of Participant 2]
under section 127 of the Corporations Act:

Signature of Director / Company Secretary *
(* delete whichever does not apply)

Name (please print)

Date signed: _____

Signature of Director

Name (please print)

EXECUTED by AUSTRACLEAR LIMITED
by its authorised officer

Signature

Date signed: _____

Name (please print)

Position/title (please print)

Amended 27/08/10