

One Off Share Sale Terms & Conditions

These terms and conditions ('Terms') apply to the share sale facility offered by Barclay Wells Limited ABN 88 009 352 836 ('BW') via the www.sellmyshares.com.au website ('Service').

Sell My Shares Pty Ltd ABN 81 653 391 943 ('SMS') is acting as agent for BW, and not as principal.

Selling Your Securities

1. The shareholder applying to sell shares ('Holder' or 'You') must supply Barclay Wells Limited ('BW' or 'us/we') with;
 - a. A request for the sale of your securities ('Sale Securities') by completing and submitting your instructions online at www.sellmyshares.com.au.
 - b. Suitable identification requirements (online or certified documents), as required by BW.
 - c. a current holding statement for each share being sold ('Sale Securities') to be sold showing the Security Reference Number ('SRN').
2. You agree that we will hold the Sale Securities as bare trustee and nominee for the Holder for the purpose of effecting sale and settlement of your Sale Securities.
3. Settlement of the Sale Securities may require us to transfer your securities into an account in our name for delivery to the executing broker. You give us authority to sign, complete and deliver any transfer form or any other document on your behalf that we consider necessary to give effect to your Instructions.
4. You acknowledge that there is no certainty that Holder's sell order will be accepted and that we will only place the order onto the market after we receive confirmation from the registry that the details provided to us match the details the registry has and that Holder has sufficient Sale Securities available to sell under the SRN provided to us.
5. You acknowledge that your instructions are provided on an 'At Market' basis only which means that the Sale Securities are provided into the market at the best available price. However, the execution and the price is not guaranteed. Holder's instructions, once accepted us, are irrevocable and cannot be withdrawn, amended or cancelled by you. You also acknowledge that 'Limit' orders are not available using the service and you are therefore unable to set a minimum price for the sale of your Sale Securities.
6. If the sale order is filled and executed, you will receive a Confirmation by email using your designated email address (or otherwise by post). You acknowledge that BW's despatch of the confirmation to the designated email address constitutes the provision by BW of that document to Holder.

Sale Proceeds and Payment Methods

6. We will receive the sale proceeds payable on the sale of your Securities on the settlement date. The settlement date will normally be three Trading Days following the date of the trade ('T+3').
7. We will not be obliged to make any payment to you unless we have received the sale proceeds. Payment of the proceeds (less Fees) will be made to your nominated bank account. If you do not have a nominated bank account or, if you otherwise elect, you will receive your proceeds (less Fees) by way of cheque sent to the address recorded on the share register as the registered address for the Sale Securities.
8. We will endeavour to ensure that you receive your sales proceeds (less applicable Fees) within one Trading Day of their receipt by us; unless your proceeds are paid by cheque, in which case we will endeavour to post your cheque within three Trading Days of the settlement date.
9. Any sale proceeds held by BW will be held in a trust account.

We are entitled to wholly retain any interest earned on those monies.

10. We have absolute discretion as to whether we pay settlement proceeds to you via bank transfer or by cheque.

Fees

11. We will charge a brokerage fee for each confirmation of transaction issued under this service. This fee is deducted automatically prior to paying the net proceeds of the sale of the Sale Securities. The fees are set out in the our FSG and displayed on the SMS website at www.sellmyshares.com.au.

General

12. You warrant that before giving these instructions to us, you have received and read our Financial Services Guide ('FSG').
13. You warrant that all information provided by Holder in requesting the Service is complete and correct and not misleading in any way and that we may rely on that information until we receives written notice of any change stated by you.
14. You warrant that you have full power to sell the Sale Securities, whether as principal (including trustee) or as agent. You further warrant that if the Sale Securities are owned by more than one person or entity, each such person or entity is jointly and severally liable in respect of these terms.
15. You acknowledges that BW is not providing personal advice of any kind regarding the Sale Securities, including the price at which they should be sold.
16. If the Service is withdrawn for any reason, we will, where possible, publish a notice on www.sellmyshares.com.au informing users that the Service is no longer available. Any Instructions that we have accepted but have not executed prior to the Service being withdrawn will be completed (where reasonably possible).
17. All orders and transactions will be subject to ASX Market Rules and customary practices. You undertake that at all times you will not engage in behaviour in contravention of the ASIC Market Integrity Rules and the Corporations Act.

Liability

18. You acknowledge that the systems used in the market or by you, or by SMS are vulnerable to disruptions or failure, which may result in your instructions not being executed or delayed. You release us, SMS and any other party involved in the provision of the Service from any loss, damage or liability that you may suffer or incur by reason of or in connection with any such disruption or failure.
19. To the maximum extent permitted by law, you acknowledge that neither us nor SMS or any other party involved in the provision of the Service will be liable to you or anyone else for any loss or damage, whether direct or indirect, special, incidental or consequential or economic (including loss of profits or loss of opportunity), whether or not we knew or could have known of the possibility of such damage, where that loss or damage arises from:
 - a. delay, interruption, omission, failure, error or fault in the execution of your instructions;
 - b. delay in the execution of your instructions arising from a review of your instructions by us or SMS;
 - c. error, omissions, non-receipt or invalidity in your instructions;
 - d. any fault, error, defect or engineering our or SMS's or the market's computer systems; or
 - e. any cause beyond the reasonable control of us or SMS, including, but not limited to, failure of electronic or mechanical equipment or communication lines, unauthor-

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ised access or labour problems.

20. Nothing in these Terms shall exclude any implied condition or warranty for your benefit the exclusion of which would contravene any statute or cause any part of these Terms to be void or invalid.
21. To the maximum extent that liability can be limited, you agree that our liability to you is limited to the cost of resupplying the Service.
22. You agree to indemnify us, each of our related bodies corporate and SMS and the directors, officers and agents of us and them (indemnified parties) against any losses, liability, damages, costs or expenses:
 - a. incurred by any indemnified party arising out of, or in connection with, a breach by you of any of your obligations under these Terms or any incorrect or misleading representation or warranty given by you under these Terms;
 - b. arising from any unauthorised orders or fraud, except to the extent arising from our fraud or dishonesty or the fraud or dishonesty of an indemnified party. In this clause, "you" includes a person who we reasonably believe to be you.
23. The following additional terms and condition for security sales using our express share sale service ('Express Service') as described on the SMS website, www.sellmyshares.com.au:
 - a. The Express Service only applies to Sale Securities in the ASX Top 200 Index;
 - b. we will endeavour to sell the Sale Securities within 1 business day from when the Holder provides the requirements (as per item 1) via email with the word "URGENT" in the email subject;
 - c. no guarantee is made that BW will sell the Sale Securities within 1 business day although BW will attempt to process the sale urgently on a best endeavours basis;
 - d. if Holder satisfies 23(a) and 23(b) and BW does not sell the Sale Securities on the same business day, the priority surcharge will not be charged;
 - e. BW or SMS are not in any way liable for losses caused by delays, including delays caused by BW or SMS.

Anti-Money Laundering laws

24. We are bound by laws relating to the prevention of money laundering and the financing of terrorism (AML laws) in offering the Service. We cannot provide the Service to you unless you provided sufficient identification and that identification has been verified in accordance with applicable AML laws.
25. You agree to provide all information and documents to us that we reasonably require to comply with any law or regulation, including any AML laws. You warrant that all information provided by you is complete and accurate and is not misleading.
26. We will need to conduct checks on you before you use the Service for us to comply with AML laws. You authorise us to use electronic and such other means of conducting AML checks as we deem to be necessary, including using third party service providers. You authorise us to provide personal information provided by you to such third party services providers for the purpose of the third party service provider undertaking those AML checks on behalf of us (and for no other purpose).
27. You agree that:
 - a. you are not utilising the Service under an assumed name;
 - b. your use of the Service will not be in relation to any criminal activities or any activities which breach laws or

sanctions;

- c. we may disclose information that we hold about you or your conduct to our service providers, relevant regulators of AML laws, or other parties (whether in or outside of Australia), including to the our related bodies corporate, and if we do so we may be obliged under AML laws not to inform you of this; and
- d. we are not liable for any loss, claim, liability or expense you suffer or incur (including consequential loss) as a result of us taking any action referred to above and you indemnify us for any loss, claim, liability or expense we may suffer or incur (including consequential loss) from exercising any right under this clause or from any breach by you of your agreement in this clause.
- e. We may contact the financial institution who holds the bank account that you have nominated to receive your share sale proceeds for the purpose of ensuring that you are a legal holder of the bank account.