

Tailored Portfolio Service

Investment Management Agreement



DMP ASSET MANAGEMENT

Issued: March 2021

Prepared for

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DMP Asset Management Tailored Portfolio Services has been certified by RIAA according to the strict operational and disclosure practices required under the Responsible Investment Certification Program.

See www.responsibleinvestment.org for details¹.

¹The Responsible Investment Certification Program does not constitute financial product advice. Neither the Certification Symbol nor RIAA recommends to any person that any financial product is a suitable investment or that returns are guaranteed. Appropriate professional advice should be sought prior to making an investment decision. RIAA does not hold an Australian Financial Services Licence

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Tailored Portfolio Service Agreement

THIS AGREEMENT is made the _____ day of _____ 2021

BETWEEN: DMP Asset Management Ltd (ABN 77 145 590 316, "DMP" or the "Investment Manager") of Level 28, 367 Collins Street, Melbourne, Victoria of the one part

AND THE CLIENT whose name and address are set out in Schedule 3 (the "Client") of the other part

WHEREAS the Client has requested DMP to provide investment management services for the Client and DMP has agreed to do so on the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS

1. Definition and interpretation

1.1 In this Agreement unless the context otherwise requires:

"Administrator" means any person appointed from time to time by the Investment Manager to perform certain back-office, administration or other tasks on behalf of the Investment Fund.

"AFSL" means Australian Financial Services Licence under which DMP is authorised to provide financial services.

"Agreed Strategy" means the strategy as set out in Schedule 1 or as otherwise agreed between DMP and the Client from time to time.

"Business Day" means a day on which banks are open for business in Melbourne, Victoria between Monday and Friday.

"Commencement Date" means the date of receipt of cleared funds from the Client or the date of re-registration of any securities provided by the Client that may form part of the Investment Fund.

"Confidential Information" means all information, regardless of its form, relating to a party or its businesses or affairs which:

- (a) is proprietary or confidential in nature or which is treated by that party as confidential; and
- (b) is not lawfully in the public domain.

"Custodian" means one or more authorised persons appointed from time to time by the Investment Manager, the Administrator or the Client in accordance with clause 8.5, as custodians of the Investment Fund.

"Excluded Custodian Fees" means fees in relation to the following:

- (a) in specie transfer in and out of the Investment Fund;
- (b) investments held by DMP records which are not subject to fees by DMP including assets held by DMP for reporting purposes;
- (c) any services offered by any Custodian or Administrator to the Client directly;
- (d) any ancillary or additional services which are not

explicitly set out in this agreement, including those transacted upon on the Online Investment Portal;

"Investment Fund" means all Investments and all moneys, and rights and benefits arising out of Investments and all accretions hereto.

"Investments" means all investments made and all transactions referred to in Clause 4.2 entered into by DMP on account of the Client hereunder.

"Liabilities" means all liabilities (whether accrued, contingent or prospective), losses, damages, costs and expenses of whatever description.

"Month" means calendar month.

"Quarter" shall mean each period of three (3) months ending on each of the following dates:

- (a) the 31st day of March;
- (b) the 30th day of June;
- (c) the 30th day of September; and
- (d) the 31st day of December.

"Report" means report showing details of the Investment Fund during the Reporting Period. For the purpose reporting, "income" means dividends, interest, amounts in the nature of interest and the net income from any transaction of the kind referred to in Clause 4.2 but does not include any receipts on capital account.

"Reporting Period" means a Quarter or other period as determined by the Investment Manager from time to time.

"Retail Client" has the meaning as defined in Section 761G of the Corporations Act 2001.

"Wholesale Client" has the meaning as defined in Section 761A of the Corporations Act 2001.

- (a) The singular includes the plural and vice versa and a reference to any gender includes a reference to the other genders.

1.2 The headings and index of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

3. Appointment of Investment Manager and Term of Appointment

3.1 The Client hereby appoints DMP and DMP hereby agrees to act as Investment Manager with respect to the Investment Fund and the assets from time to time comprising the Investment Fund on the terms and conditions specified in this Agreement. The Investment Fund shall only be constituted upon the delivery by the Client of such funds or other property as the Client may hereafter decide upon.

The appointment shall commence on the Commencement Date and subject to Clause 24, continue until terminated in writing.

The Investment Fund will at all times be the sole property of the Client.

4. Duties and Powers of Investment Manager

4.1 The Investment Manager will manage the Investment Fund on behalf of the Client and shall have full power, discretion and authority from time to time, subject to the Agreed Strategy and Clause 4, to invest the Investment Fund in such manner as the Investment Manager shall think fit and in such investments as are specified in sub-clause 4.2.

4.2 Subject to the Agreed Strategy and Clauses 5 and 6 hereto, the Investment Manager shall have authority on behalf of the Client to invest the Investment Fund both within and outside Australia in or upon:

- (a) stocks, bonds or securities issued or guaranteed by any government whether federal, state, local or municipal or by any semi-governmental or statutory body;
- (b) deposits with any bank or with any company declared pursuant to paragraph 65 of the Corporations Act to be an authorised dealer in the short term money market or with any other company with or without security;
- (c) ordinary shares (fully paid or contributing), stock, preference shares or stock, share warrants, rights or share options of any limited or no liability company;
- (d) debentures, unsecured notes (whether convertible into shares or not) of any limited liability company which is or any of whose holding companies is or whose ultimate parent company is listed upon a stock exchange;
- (e) mortgages over freehold or leasehold property;
- (f) the purchase or acquisition of freehold or leasehold interests in real property;
- (g) investments in which trustees are for the time being authorised by the laws of any State or Territory of the Commonwealth of Australia to invest trust funds;
- (h) bills of exchange, promissory notes, negotiable certificates of deposit and other negotiable instruments;
- (i) units or sub-units of any unit trust;
- (j) deposits with official and unofficial dealers in the short-term money market in Australia;

(k) the currencies of any country or contracts for the spot purchase or sale of the currencies; and

(l) any dealings in options;

and whether or not involving any Liability.

4.3 The Investment Manager shall have authority at its sole discretion to vary, realise, sell or otherwise dispose of or deal in all or any part of the Investment Fund from time to time.

4.4 Subject to Clause 4 and Clause 6.4 the Investment Manager shall have authority:

(a) on behalf of the Client to underwrite the issue or sale of securities of all kinds;

(b) to enter into currency hedging arrangements, interest rate swaps and to undertake any other profit-making activity, and

(c) to apply the Investment Fund in satisfaction of any obligations arising as a result of any such underwriting arrangement, swap or activity.

4.5 Notwithstanding anything hereinbefore contained the Investment Manager shall not make any investment or enter into any of the transactions referred to in sub-clause 4.4 if as a result thereof the aggregate of all liabilities arising as a result thereof would exceed the value of the Investment Fund.

4.6 The Investment Manager shall have authority to delegate any of its responsibilities and powers under this Agreement and/or to assign or novate the benefits, burdens and obligations under this agreement to such person or persons as it thinks fit, provided there is no material change to the manner in which the Investment Fund is managed on behalf of the Client.

4.7 The Investment Manager shall have authority to do all such things and authorise the execution of all such documents as may be necessary to manage the Investment Fund on behalf of the Client.

5. Investment Guidelines

The Client may from time to time by notice in writing direct the Investment Manager that the Investment Fund shall or shall not be applied in or toward investments of a kind or in a place or in a manner specified in the notice and the Investment Manager shall comply with any such direction and procure the Administrator and the Custodian as appointed from time to time will comply with any such direction.

6. Representations, Covenants and Warranties by the Investment Manager

The Investment Manager represents, warrants and covenants at all times during the term of this Agreement which representations, warranties and covenants shall apply to any delegate of the Investment Manager, where relevant:

6.1 it has the skill, facilities, capacity and staff necessary to perform its duties and obligations under this Agreement;

6.2 it shall not charge or encumber or cause to be charged or encumbered in any way any property forming part of the

- Investment Fund otherwise than in accordance with this agreement;
- 6.3 it will not pool the moneys of the Client with those of any other client for any purpose other than for investing:
- (a) in short term money market securities or cash management trusts; or
 - (b) futures contracts, options agreements or any other contract or agreement as a means of managing, lessening, hedging or protecting against movements in currency exchange, interest or discount rates, or other costs of investment; or
 - (c) in Australian equities provided each client holding can be identified; or
 - (d) if investing in a DMP managed pooled unit trust and this is a permitted investment under the investment universe agreed with the Client.
- 6.4 that it will not, without written consent of the Client:
- (a) invest the moneys of the Client in securities, the issue of which has been underwritten by the Investment Manager or an associate of the Investment Manager; or
 - (b) invest in an underwriting agreement on behalf of the Client whereby the client's moneys would be used as the basis for meeting the obligation to take up securities in accordance with the terms of the underwriting agreement, unless the client will receive the full benefit.
- 6.5 that no moneys available for investment pursuant to this Agreement will be:
- (a) invested in or lent to the Investment Manager;
 - (b) invested in or lent to a person (other than a banking corporation or a corporation declared pursuant to paragraph 65 of the Corporations Act to be an authorised dealer in the short term money market) who is associated with the Investment Manager (an "associated person") except where the Investment Manager:
 - (i) notifies the Client of the circumstances by reason of which the associated person is associated with the Investment Manager;
 - (ii) notifies the Client of full particulars of any additional pecuniary or other benefit or interest, whether direct or indirect, that the Investment Manager has received or will or may receive for or in connection with a proposed transaction pursuant to which moneys will be invested in or lent to the associated person.
 - (c) invested in managed investment schemes in respect of which a person associated with the Investment Manager (an "associated person") is the promoter, responsible entity or any interest in, or arising out of, a policy of life insurance managed by an associated person (collectively, the "investments") except where, the Investment Manager:
 - (i) notifies the Client of the circumstances by reason of which the associated person is associated with the Investment Manager;
 - (ii) notifies the Client of the fact that the associated person manages the managed investment scheme or the interests in, or arising out of, a policy of life insurance.
 - (d) Notwithstanding the forgoing, the Investment Manager may at any time invest in any scheme or service which it is authorised to operate pursuant to its AFSL without the need to obtain the Client's consent.
- 6.6 The Investment Manager or the Custodian may exercise a right to vote in respect of shares held by the Client or by the Custodian on behalf of the Client ("the right to vote"), unless:
- (a) the Client has provided explicit instructions, no less than seven days before the deadline for voting, directing the Investment Manager or the Custodian on how to vote; or
 - (b) The client has instructed the Custodian or the Investment Manager to not exercise a vote, with this instruction received no less than seven days prior to the deadline to exercise votes;
- 6.7 That the Investment Manager will not invest any money that is available for investment under this Agreement in any managed investment scheme unless at least one of the following criteria are satisfied:
- (a) The scheme is listed in a well-regulated jurisdiction;
 - (b) there is in existence in respect of that managed investment scheme a constitution lodged under Part 5C.3 of the Corporations Act or a corresponding law in force in a participating State or participating Territory within the meaning of that Division;
 - (c) the investment is in:
 - (i) a managed investment scheme which the manager is authorised to manage; or
 - (ii) an approved deposit fund; or
 - (iii) any other managed investment scheme registered by the Australian Securities and Investments Commission in respect of which an exemption is in force pursuant to sub-section 601QA of the Corporations Act or a previous equivalent law.

7. Representations, Covenants and Warranties by the Client

The Client represents, warrants and covenants that

- 7.1 It has full legal capacity and authority to enter into this Agreement and to deal with the Investment Fund.
- 7.2 For the purposes of this agreement, the Client understands the Investment Manager may only advise Wholesale Clients pursuant to its AFSL and confirms that that the Client is a Wholesale Client, i.e. the Client confirms that is not a Retail Client. Specific determination of the Wholesale Client test is located in Schedule 2.

8. Custodian

- 8.1 The Investment Manager shall procure that any of the Investments shall be held by one or more Custodians for the Client and, where appropriate, that any of the Investments shall be registered in the name of such Custodians. The Investment Manager shall procure that such Custodians shall comply with all directions of the Investment Manager in relation to the surrender to the Investment Manager or any person nominated by the Investment Manager of all scrip, CHESS/ electronically registered holdings, certificates of title, mortgages, bills of exchange or other documents of or evidencing title to the Investments.
- 8.2 The Client agrees that any Custodian or Administrator appointed from time to time may register on behalf of the Client, where such Custodian or Administrator sees fit, Investments in the name and for the benefit of the Client.
- 8.3 The Custodian may appoint a person or persons from time to time as a Sub-Custodian, on terms and conditions that such Sub-Custodian shall act in accordance with the requirements of this Agreement. The Sub-Custodian shall hold the Investment Fund (or part thereof) on behalf of the Investment Manager.
- 8.4 Other than Excluded Custodian Fees, any fees payable to the Custodian in relation to the services provided by the Investment manager (including Investments ongoing holding costs) shall be paid by the Investment Manager and shall not be the responsibility of the Client.
- 8.5 The Client if it so choose can nominate its own Custodian (at the Client's expense), provided it has received the prior written consent of the Investment Manager and such Custodian nominated by the Client agrees to:
- (a) the appointment of the Administrator and the allocation of the services from the Investment Manager to the Administrator;
 - (b) enter into all agreements as required by the Investment Manager or the Administrator;
 - (c) comply with the requirements of any relevant governmental authority; and
 - (d) to the extent it has entered into any service level agreements, take measurements to ensure that its obligations and rights are in favour of the Client.

9. Administrator

- 9.1 Where an Administrator has been appointed, the Client agrees to provide such Administrator with any rights, authorisations and information (including to the Client's personal information and other Confidential Information of the Client) as may be reasonably necessary from time to time for the Administrator to undertake its role and provide its services.
- 9.2 The Administrator may determine in its sole discretion use a custodial transactional cash account ("Cash Service") for the purpose of deducting fees and charges applicable to the Service. To the extent an Administrator elects to use a Cash Service the following may apply:
- (a) The Client agrees to execute any application forms (if required) by the Administrator to activate the Cash Service and authorises the Investment Manager or

the Administrator to direct debit the Minimum Cash Service Balance for its account.

- (b) A minimum deposit of \$2,500 (paid to the platform by direct debit instructions, deposit via electronic bill payment ("BPAY") or cheque) is to be maintained at all times to cover for fees and costs due ("**Minimum Cash Service Balance**").
- (c) If the Cash Service balance is insufficient to pay the whole or part of any fees or costs owing, then the Administrator may restore the Minimum Cash Service Balance by selling Investments held on Cash Service (whether such Investments are held the Client or by the Administrator or any Custodians on behalf of the Client for the benefit of the Client) from any Investment Fund.
- (d) The Administrator shall give the Client no less than 10 Business Days if the Minimum Cash Service Balance is to be changed.
- (e) The funds in your Cash Service are on deposit with the Australia and New Zealand Banking Group Limited, ABN 11 005 357 522 (ANZ). The administrator will not withdraw any part of your money except when the Client instructs or at your Investment Manager direction investing on behalf of the Client.

10. Reports

- 10.1 The Client will have access to DMP Asset Management Online website at www.dmpam.com.au for review of its portfolio(s) on a daily basis. In addition, the Client may also be granted access to one or more other websites and/or online portals via the DMP Asset Management Online website, as elected by the Investment Manager from time to time ("Investment Online Portal") to review Reports and other information.
- 10.2 The Client agrees to register for online client reporting by the Investment Online Portal and the DMP Asset Management Online website. The Client further agrees to the Terms and Conditions in Schedule 4 of this Agreement.
- 10.3 The Investment Manager shall make a Report available to any financial service providers of the Client, if so requested by the Client.
- 10.4 As soon as practicable after the end of each Reporting Period the Investment Manager shall make the Report available to the Client on the DMP Asset Management Online website or via the Investment Online Portal.
- 10.5 The Investment Manager shall make available to the Client on the DMP Asset Management Online website or via the Investment Online Portal such other valuations and reports and attend meetings to report in person on the Investments and the investment strategy as may reasonably be required by the Client.
- 10.6 The Client may request the Investment Manager to furnish to it a printed copy of each Report or other information provided to it under Clause 10.5, at its own expense, by notifying the Investment Manager no later than 10 Business Days prior to the end of each Reporting Period.

11. Audit Report

- 11.1 The Investment Manager shall at the end of each financial year engage a registered company auditor. Each year the

Investment Manager will ensure a GS 007 Controls Report is prepared in accordance with the requirements of the Australian Auditing Standards Board and ensure all of the minimum control requirements are fulfilled.

12. Withdrawals from Investment Fund

12.1 The Client may at any time by notice to the Investment Manager reduce the Investment Fund by an amount specified by the Client and the Investment Manager shall or procure any Custodians or the Administrators appointed from time to time, to as soon as practicable, having regard to the necessity to realise any Investments, transfer Investments to the Client in an amount as nearly as practicable equivalent to the amount so specified or pay to the Client the amount so specified or so much thereof as the Investment Fund shall extend to satisfy. Provided that if at the time the Client notifies the Investment Manager under this clause there is any liability in respect of any Investment or previous Investments the Investment Manager shall not be obliged to reduce the Investment Fund if as a result thereof the amount of such liability would exceed the reduced value of the Investment Fund.

12.2 Subject to Clause 9.2(b) and Clause 14.1, the Client shall be entitled to request reductions of all or part of the Investment Fund for as long as the Minimum Cash Service Balance or any other minimum requirements required by any Administrator appointed from time to time, is maintained.

12.3 The Investment Manager and the Administrator shall not make any payments pursuant to this Clause 12 to any third parties, unless third party account details have been notified by the Client to the Investment Manager or any Custodians or Administrators appointed from time to time prior to the such requested third party payment and the third party has been authorised by the Investment Manager or any Custodians or Administrators appointed from time to time in accordance with all necessary compliance requirements. The Investment Manager and the Administrator shall be authorised to BPAY proceeds to all authorised accounts (including but not limited to the Client's account).

13. Remuneration

13.1 For the services to be rendered by the Investment Manager hereunder, the Client will pay to the Investment Manager a fee calculated in the manner set out in Schedule 1 hereto. The Investment Manager may deduct the amount of the fee from any amount becoming payable to the Client hereunder (including from the any transaction account held in favour of the Client by any Custodians or Administrators appointed from time to time).

13.2 For the services to be rendered by any Custodians or Administrators appointed from time to time, the Client will pay to the Investment Manager (as agent for the Custodians or Administrator) a fee calculated in the manner set out in Schedule 1 hereto to on-pay to the Custodians or Administrator. The Custodians or Administrator may deduct the amount of the fee from any amount becoming payable to the Client hereunder (including from the any transaction account held in favour of the Client by any Custodians or Administrators appointed from time to time).

13.3 If applicable, the value of the Investment Fund for the purpose of ascertaining the remuneration payable under Clauses 13.1 and 13.2 shall be the total market value of

the Investment Fund as shall be calculated by the Investment Manager pursuant to the phrase "Net Asset Value of the Securities" which for the purposes of this Clause shall mean the aggregate of the net market value of the securities and the amount of all moneys held by any Custodians or Administrators appointed from time to time in respect of the Investment Fund for each Reporting Period as calculated by the Investment Manager less any amounts payable and other liabilities owing with respect to the securities of the Investment Fund.

13.4 Unless otherwise agreed in writing, no amount shall be payable by the Client to the Investment Manager upon entering into this Agreement.

13.5 All brokerages and commissions received by the Investment Manager, except as provided for under this Agreement, in respect of Investments will be remitted to the Client (except where we are not permitted to do so) and credited to the relevant account of any Custodians or Administrators appointed from time to time.

14. Costs and Expenses

14.1 The Investment Manager and any Custodians or Administrators appointed from time to time shall be entitled to recover from the Client by means of deduction from the assets of the Investment Fund (including by a way of sale of Investments), all fees under clauses 13.1 and 13.2 and reasonable legal audit and property valuation fees, brokerage, stamp duty (if any), withholding tax (if any), bank account debits tax, commissions and all other costs, charges and expenses incurred by the Investment Manager or any Custodians or Administrators in relation to the any services (including but not limited to acquisition, holding or disposal of Investments and the receipt and payment of moneys) in respect of the Investment Fund.

14.2 Each party shall be liable for its own legal costs, charges and expenses including stamp duty (if any) in relation to the preparation and engrossment of this Agreement.

15. Set Off

15.1 The Investment Manager and any Custodians or Administrators appointed from time to time shall be entitled to set off against any moneys payable by the Investment Manager or any Custodians or Administrators appointed from time to time to the Client hereunder including without limitation any moneys comprising the Investment Fund all amounts payable to the Investment Manager or any Custodians or Administrators appointed from time to time.

16. Non-Exclusivity

16.1 The Investment Manager and any corporation related to the Investment Manager (within the meaning of the Corporations Act) shall be at liberty to hold, deal with or underwrite the issue of or other dealing with any investments of the same kind as or of a similar kind to those for the time being comprising the Investments and neither the Investment Manager nor any such corporation shall be liable to the Client in any way as a result thereof, it being hereby acknowledged by the Client that in performing its services hereunder neither the Investment Manager nor any such corporation is in any fiduciary relationship with the Client except in relation to its obligation to account to the Client in respect of the Investment Fund. Without limiting the generality of the foregoing the Client acknowledges that except as provided in Clause 8.5 neither the Investment Manager nor any

such corporation shall be under any obligation to disclose to the Client any information relating to any Investments of which the Investment Manager may be aware nor to give any advice to the Client with regard to the Investments.

17. Withholding

17.1 The Investment Manager shall be entitled to withhold or deduct any tax, levy, impost, charge, duty or payment on account thereof required or which the Investment Manager in good faith believes to be required by any law to be withheld or deducted from any amount received by the Investment Manager in respect of any Investments and the Investment Manager shall pay to the appropriate authorities any amount so withheld or deducted.

17.2 The Investment Manager shall not be liable to the Client in respect of any amounts so paid notwithstanding that such an amount need not have been paid except where such payment was attributable to the Investment Manager's negligence or wilful default.

18. Liabilities

18.1 The Client acknowledges that except in the case of fraud and/or dishonesty, the Investment Manager and any Custodians or Administrators appointed from time to time will not be responsible for Liabilities arising out of, or in connection with, the management of the Investment Fund on behalf of the Client or in any event, any Liabilities arising out of, or in connection with, the relationship established by this Agreement or any conduct under it, including without limitation any Liabilities:

- (a) arising or resulting directly or indirectly from any statement, information or advice made or given.
- (b) a reduction of the value of the Investment Fund arising out of an investment decision or strategy made or followed by the Investment Manager.

18.2 Every exemption from Liability referred to in sub-clause 18.1 shall also be available and extend to all persons who are officers, servants or agents of the Investment Manager and any Custodians or Administrators appointed from time to time and their respective officers, servants or agents. The officers, servants or agents of the Investment Manager or the Custodians or the Administrator and their respective officers, servants or agents shall to this extent be or be deemed to be parties to this Agreement.

19. Goods and Services Tax (GST)

19.1 Unless otherwise expressly stated, all amounts specified in this agreement are GST exclusive amounts. If GST is imposed on any supply made by one party ("GST Supplier") to the other party under this agreement, the recipient of the supply ("Recipient") must pay, in addition to any consideration payable under this agreement for the supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply provided always that the GST Supplier issues a valid tax invoice to the Recipient after the occurrence of any event that causes the GST liability of the GST Supplier on any taxable supply to the Recipient to be attributed to a particular tax period.

20. Anti-money laundering

20.1 The Investment Manager any Custodians or Administrators appointed from time to time may delay, block or refuse to process any transaction without incurring

any liability if that Finance Party suspects that:

- (a) the transaction may breach any laws or regulations in Australia or any other country;
- (b) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; and
- (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Australia or any other country.

20.2 The Client must provide all information to the Investment Manager or any Custodians or Administrators appointed from time to time that they reasonably requires in order to manage its money-laundering, terrorism financing or economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country;

20.3 Unless it has disclosed that it is acting in a trustee capacity or on behalf of another party, the Client warrants that it is acting on its own behalf in entering into this agreement; and

21. FATCA

21.1 In Clause 21:

- (a) "**Code**" means the US Internal Revenue Code of 1986;
- (b) "**FATCA**" means:
 - (i) sections 1471 to 1474 of the Code;
 - (ii) any treaty, law, regulation or official guidance enacted in any jurisdiction other than the US, or relating to an intergovernmental agreement between the government of the US and any other jurisdiction, which (in either case) facilitates the implementation of Sections 1471 to 1474 of the Code; or
 - (iii) any agreement pursuant to the implementation of paragraph (ii) of this definition with the Internal Revenue Service of the US, the government of the US or any Authority in any other jurisdiction
- (c) "**FATCA Exempt Party**" means a party that is entitled to receive payments free from any FATCA Deduction

21.2 The Client will, within 10 Business Days of a reasonable request by the Investment Manager or any Custodians or Administrators appointed from time to time:

- (a) confirm to them whether or not it is a FATCA Exempt Party; and
- (b) provide to them the information relating to its status under FATCA which the other party reasonably considers necessary to comply with or to demonstrate compliance with FATCA.

22. Instructions

22.1 The Investment Manager shall be entitled to act upon any instruction, notice, direction, request or consent which it believes in good faith to be genuine.

22.2 The Investment Manager shall be entitled to make administrative changes to details to Schedule 3 by giving the Client a 5 Business Days' prior notice.

anticipated delay due to a Force Majeure Event; and

23. Compliance

23.1 Nothing in this Agreement shall be construed to prevent or inhibit the Investment Manager from complying with all applicable securities laws and, in particular, the Investment Manager shall be at liberty to respond to any request for information concerning the Investments where so required by law.

23.2 Subject to the above, the Investment Manager will at all times ensure all information concerning the Investments will be dealt with in accordance with the Privacy Notice below.

24. Termination

24.1 Either the Investment Manager or the Client may terminate this Agreement by giving the other an immediate notice in writing if:

- (a) a party breaches any material term of this agreement that is not capable of remedy;
- (b) a party breaches any material term of this agreement, or fails to properly or promptly perform any material obligation of that party under this agreement, and fails to remedy the breach or perform that obligation to the other party's reasonable satisfaction within 20 Business Days after receiving written notice from the other party specifying the breach or failure and requiring remedy; or
- (c) a party ceases to carry on all or substantially all of its business or operations; or
- (d) a party:
 - (i) is, becomes, or is deemed to be, insolvent or bankrupt; or
 - (ii) makes an assignment for the benefit of, or enters into or makes any arrangement or composition with, its creditors generally; or
 - (iii) goes into voluntary administration, receivership or has a receiver, trustee and manager (or either of them) (including a statutory manager) appointed in respect of all or any of its property; or
- (e) any resolution is passed, or any proceeding is commenced, for the dissolution of a party.

24.2 Either the Investment Manager or the Client may terminate this Agreement by giving the other 30 days' notice in writing or such other period as the Client and the Investment Manager agree.

24.3 Where any party is unable, either wholly or in part, to carry out any obligation under this agreement due to an act of God or the public enemy, flood, fire, force of nature or climatic conditions (including earthquake, storm, lightning, cyclone), explosion, epidemic, war, embargo, riot or civil disturbance which affects the supply of the services, or any sabotage, confiscation or requisitioning of facilities, an industrial dispute, order or injunction of any duly constituted court of competent jurisdiction which are beyond the reasonable control of that party and which that party could not take reasonable measures to prevent ("Force Majeure Event"), that party shall:

- (a) as soon as practicable, give the other party notice of the occurrence of that Force Majeure Event;
- (b) notify the other party as soon as practicable of any

- (c) use all reasonable endeavours to remedy the effect of that Force Majeure Event and to continue to perform its obligations under this agreement, and the obligations of that party under this agreement shall be suspended to the extent that they are affected by any such Force Majeure Event, provided that the party must use its reasonable endeavours to put itself in a position where it is able to meet its obligations under this agreement as soon as possible. If by reason of a Force Majeure Event, the delay or non-performance of the obligations continues for more than 30 days, the party not relying on the Force Majeure Event may immediately terminate this agreement by written notice to the other party.

24.4 As soon as practicable after the giving of either notices under Clauses 24.1 to 24.3, the Investment Manager shall at the direction of the Client, transfer all or part of the Investment Fund in cash or specie as directed and/or realise such of the Investments as do not consist of ready money and pay the net proceeds of such realisation and all other moneys forming part of the Investment Fund to the Client or as the Client shall direct. Provided that if at the time of the realisation of any of the Investments there shall be any Liability in respect of any Investments or previous Investments which shall continue to exist notwithstanding such realisation the Investment Manager may retain a sum or Investments of a value equal to such Liability until such Liability shall cease to exist. Any sum so retained shall be invested by the Investment Manager and the provisions of this Agreement shall apply thereto. Termination of this Agreement shall not affect any rights which have accrued as at the date of termination.

25. Disputes

25.1 Any dispute which this agreement requires to be determined in accordance with the Dispute Procedure ("Dispute") will be resolved in accordance with the terms of this clause 25. In the event a Dispute arises, either party may serve on the other party a notice setting out the nature and reasonable details of the Dispute.

25.2 No party to the Dispute ("Disputant") will start arbitration or court proceedings (except proceedings seeking interlocutory relief) unless it has complied with this clause 25.

25.3 For a 14 day period after a notice is given ("Initial Period") each Disputant must use all reasonable endeavours to resolve the Dispute.

25.4 the Dispute remains unresolved at the end of the Initial Period, a Disputant may terminate the dispute resolution process by giving notice to each other Disputant.

25.5 If, in relation to a Dispute, a Disputant breaches any provision of clauses 25.1 to 25.4, each other Disputant need not comply with those clauses in relation to that Dispute.

26. Notices

26.1 All notices, requests, demands or other communications to or from the respective parties to this Agreement shall be either delivered by post, by hand, via email or other means of electronic communication or transmitted by facsimile to the addresses and fax numbers set out in Clause 26.2 or such other address, email address or facsimile number either party may specify upon giving notice of 10 Business Days' to all other parties. Notices, requests, demands or

other communications shall be deemed to be duly given or made:

- (a) in the case of delivery in person and by post, when delivered;
- (b) in the case of a facsimile, receipt by midday on any given Business Day, or else receipt of the communication shall be deemed as the following Business Day;
- (c) In the case of electronic communications, receipt by midday on any given Business Day, or else receipt of the communication shall be deemed as the following Business Day.

All communications should comply with the authorisation requirements as set out in Item 2 of Clause 3.

26.2 Unless otherwise advertised by DMP on its Website from time to time, the addresses and fax number referred to in Clause 26.1 are as follows:

DMP: DMP Asset Management Ltd
Address: Level 28, 367 Collins Street
MELBOURNE VIC. 3000
Telephone: (03) 9981 3300
Facsimile: (03) 9981 3399
Email: enquiries@dmpam.com.au
name.surname@dmpam.com.au
Website: www.dmpam.com.au

Client: As specified in schedule 3
Address: As specified in schedule 3
Telephone: As specified in schedule 3
Facsimile: As specified in schedule 3
Email: As specified in schedule 3

27. Assignment

27.1 The Client may not assign, transfer, novate or otherwise deal with this agreement or any right or obligation under this agreement without the prior written consent of the Investment Manager.

28. Relationship

28.1 The relationship between the Investment Manager and the Client is the relationship of principal and independent contractor.

29. Confidentially

29.1 Except as may be required by law, necessary to comply with the listing rules of any recognised stock exchange or to obtain the benefits of, and fulfil obligations under, this Agreement, or if that information already is, or becomes, public knowledge other than as a result of a breach of this Clause 29, no party shall, disclose to any person (other than its officers, employees, agents and advisers who have a need to know the information) the existence or contents of this agreement, or use or disclose to any person any Confidential Information supplied by the other party to this agreement without the prior written consent of that other party.

29.2 All information provided by the Investment Manager to the Client about its business or financial activities shall be deemed to be confidential.

29.3 This Clause 29 survives termination or expiration of this agreement.

29.4 Nothing in this Clause 29 confers upon a party any right, licence or intellectual property in or to any Confidential Information.

29.5 A party will be deemed to have breached its obligations under this Clause 29 if any of its officers, employees, contractors, subcontractors, agents or advisers commits any act or omission that, if committed by that party, would be a breach of this agreement.

30. Privacy Notice

30.1 In providing services to the Client, DMP and any Custodians or Administrators appointed from time to time will from time to time collect personal information in order to provide a range of financial services. Only information that is necessary in connection with the services which offered will be collected. In order to fulfil obligations under the Privacy Act, the necessary security measures have been put in place to minimise the risk of unauthorised access to or loss of personal information.

30.2 In the course of providing services, DMP and any Custodians or Administrators appointed from time to time may:

- (a) use the information for the purposes of rendering services and advice to you, such as introducing new products or services to you, or as consented to by you;
- (b) share the information with companies related to DMP Asset Management;
- (c) disclose information to the following parties ("the parties"):
 - (i) brokers appointed to undertake stockbroking services on behalf of the Client;
 - (ii) registrars and issuers of securities;
 - (iii) clearing houses;
 - (iv) our financiers; and
 - (v) other agents appointed by us to provide services either to you on our behalf or to us, such as our professional advisers; and
- (d) contact you regarding other products and services, unless the Client instructs they do not wish to receive this sort of information.

The Privacy Act is not intended to interfere with legal obligations to disclose information for law enforcement and regulatory purposes. Accordingly, we will cooperate with all law enforcement bodies in providing information when required.

In each of the above situations, only information that is necessary for each situation would be disclosed.

The Client can request to see personal information maintained by DMP by a written request.

The Client shall advise of any changes to their details so as to keep our records up-to-date.

DMP recognises that the law allows the Client to elect not to provide personal information.

DMP's Company Secretary can provide more information about the way personal information is handled.

31. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria.

Schedule 2 - Wholesale Client Determination

DMP is licenced to provide General Investment Advice to Wholesale Clients only.

You should be aware that the regulatory provisions applicable to Retail Clients under the Corporations Act do not apply to Wholesale Clients and this proposal is predicated on the basis that DMP has determined you are a Wholesale Client.

Broadly speaking, the law provides that a client can be considered a Wholesale Client when:

- The investment amount is \$500,000 or greater, or
- An accountants certificate that is less than 2 years old has been provided to demonstrate that the client:
 - (i) has net assets of at least \$2.5 million; or
 - (ii) has a gross income for each of the last 2 financial years of at least \$250,000, or
- DMP forms the view (*and has provided written confirmation to the client as detailed in the table below of the basis on which it has reached that view*) that a client's previous experience in using financial services and investing in financial products that allows the client to assess:
 - (i) the merits of the products or service; and
 - (ii) the value of the product or service; and
 - (iii) the risks associated with holding the product; and
 - (iv) the client's own information needs; and
 - (v) the adequacy of the information given by the licensee and product issuer.

DMP has determined that you are a Wholesale Client on the following basis.

Please tick

- The investment amount is \$500,000 or greater
- An accountants certificate that is less than two years old has been provided to demonstrate the client has net assets of at least \$2.5 million
DMP has formed the view that the client's previous experience in using financial services and investing in financial products that allows the client to assess:
 - the merits of the products or service
 - the value of the product or service
 - the risks associated with holding the product
 - the client's own information needs
 - the adequacy of the information given by the licensee and product issuer

As a Wholesale Client, the Client acknowledges that:

Please tick

- You have not received a Product Disclosure Statement (PDS)
- You have not received any other retail client documentation
- You do not have retail client obligations

Signature acknowledging the Wholesale Client determination, as set out in Schedule 2 is true and accurate.

Client Signature

Director/ Chief Executive Officer/Secretary

Name

Name

Signature

Signature

Schedule 3 - Client Details

Item 1 – Client information

Individual or Joint Applicant

Individual

Title (Mr, Mrs, etc)	Given Name in Full	Surname

Joint Applicant (if applicable)

Title (Mr, Mrs, etc)	Given Name in Full	Surname

Contact Details

Street/PO Box			
Suburb	State	Postcode	Country
Telephone (BH)	Telephone (AH)	Mobile	
Facsimile	Email		

Tax File Number

--

Company/Trustee/Other Incorporated Entity

Entity Details

Entity Name	ABN / ACN
If Trustee, name the relevant trust	

Contact Person

Title (Mr, Mrs, etc)	Given Name in Full	Surname
Position / Title		

Contact Details

Street/PO Box			
Suburb	State	Postcode	Country
Telephone (BH)	Telephone (AH)	Mobile	
Facsimile	Email		

Tax File Number

--

Tax File Number

Item 2 – You can authorise any persons to give instructions to us on your behalf

Please provide details of all persons who you authorise to give us instructions on your behalf. Unless you direct us otherwise in writing, we may act on the instructions of any person whom you specify here.

Person 1

Name
Relationship to Client
Telephone (BH)
Telephone (AH)
Specimen Signature

Person 2

Name
Relationship to Client
Telephone (BH)
Telephone (AH)
Specimen Signature

Item 3 – You can authorise any persons to receive information about your account

Your accountant, superannuation administrator, partner, etc should be nominated if they need information about your account.

Authorised Recipient 1

Name		
Company		
Position / Title		
Street / PO Box		
Suburb	State	Postcode
Telephone (BH)		
Mobile		
Email		

Authorised Recipient 2

Name		
Company		
Position / Title		
Street / PO Box		
Suburb	State	Postcode
Telephone (BH)		
Mobile		
Email		

Item 4 – Online Client Reporting Registration

Please tick the box below if you would like to receive access DMP Asset Management Online. By ticking the box, you will be agreeing to the Terms and Conditions in Schedule 4 to this Agreement.

The website at www.dmpam.com.au will enable you to review your portfolio(s) on a daily basis.

I agree to the Online Client Reporting Conditions of use and would like to register for Online Client Reporting.

Item 5 – Remuneration

Fees as agreed are calculated on a time weighted basis and will be charged each Reporting Period in arrears on the last day of each relevant Reporting Period and are payable by the 15th day of the following month after such Reporting Period has ended.

Item 6 – Details for making a contribution

Cheque

Cheques should be made payable to the following account

“OneVue Wealth Services Limited – DMP Asset Management”

In Specie

Should you wish to transfer stock in specie, please contact the Client Liaison Officer on 03 9981 3300.

Direct Credit

Funds should be credited to the following account

Bank: Westpac
BSB: 032-000
Account No: 000015
Account Name: OneVue Wealth Services Limited – DMP Asset Management

If you choose to directly deposit your contribution into the above account, please contact the Client Liaison Officer on 03 9981 3300 to advise the time and exact amount of the deposit as this will assist our administration team in its daily reconciliations with the Custodian.

Item 7 – Details for making a withdrawal

All withdrawal of funds requires notice in writing, signed in accordance with the authority provided to DMP by the Client in this Agreement. Funds will typically be available within three business days of receiving a request. Any withdrawal of funds that requires the sale of assets may take up to five business days to complete. Please provide bank account details to effect such remittances. **Funds will only be remitted to an account in the name(s) of the Client(s).**

Bank Account Details (Mandatory)

Bank

BSB

Account Number

Account Name

Alternate Bank Account Details (Optional)

Bank

BSB

Account Number

Account Name

Item 8 – Income distribution preference

Income earned will be added to the Investment Fund unless otherwise instructed, please indicate your distribution preference below.

Reinvestment

Please reinvest income

Distribution

Please distribute income

By cheque

Paid directly to the Mandatory or Alternate bank account(s) provided in Item 6 (please tick) or as given below

Bank

BSB

Account Number

Account Name

Schedule 4 - Online Client Reporting Conditions of Use

By executing this Agreement, the Client is agreeing to the Terms and Conditions below and to the Terms and Conditions of the Investment Online Portal and will be granted access to DMP Asset Management Online and the Investment Online Portal.

1. The Client will be able to access information by using the account number and online password. The Client remains responsible for keeping this information confidential.
2. The Client will notify DMP or the Administrator, as applicable, immediately if the Client becomes aware that someone else has gained access to the online password.
3. Access to the Client's portfolio information will be given to any person who uses the correct password. Any action taken by that person will be considered to be by the Client.
4. The Client must notify DMP or the Administrator, as applicable, immediately if the Client suspects a breach of security and any unauthorised access to the portfolio information.
5. DMP and the Administrator may require the system to be taken off line from time to time for system maintenance.
6. DMP and the Administrator are not responsible for the accuracy of data and information provided.
7. DMP and the Administrator may suspend or cancel the Client's access to DMP Asset Management Online and the Investment Online Portal, respectively.
8. DMP or the Administrator may vary the style and frequency of the reports provided by the Online service.
9. DMP and the Administrator exercises great care in the management of data however, no responsibility will be taken for the communication of a virus or other destructive programs through the use of the online service.
10. DMP and the Administrator have taken appropriate steps to ensure that the Client's privacy and personal information is secure from unauthorised access.
11. By completing this form, the Client authorises DMP and the Administrator to use personal information (email address) to deliver the DMP Asset Management Online services and the Investment Online Portal, respectively.
12. All contents within DMP Asset Management Online and the Investment Online Portal, belong to DMP and/or other related parties of DMP and the Administrator, respectively, and are protected by intellectual property rights
13. The Client will not interfere with or damage (or attempt to interfere or damage) any code, data, reports provided or software associated with DMP Asset Management Online or the Investment Online Portal.
14. The Client releases, discharges and indemnifies DMP and the Administrator from and against liabilities suffered or incurred by the Client or by DMP or by the Administrator, including but not limited to its directors, officers, employees as a result of the Client's use of DMP Asset Management Online service or the Investment Online Portal.
15. Where there are joint signatories to an account, only one password will be issued.
16. The Terms and Conditions can be varied at any time by notification on the DMP Asset Management Online website or the Investment Online Portal.

Schedule 5 - Investment Parameters

5.1 Conservative Income Investment Parameters	
Benchmark	UBS Bank Bill Index (SBCBB)
Targeted outperformance	Benchmark + 2% p.a., over rolling 2 years
Investment universe	Limited to issues of S&P/ASX50 companies and their related entities
Stock numbers	5-15
Individual stock limit	15%
Maximum cash weight	100%

5.2 Income Plus Investment Parameters	
Benchmark	Evans and Partners All Hybrid Index
Targeted outperformance	Benchmark + 2% p.a., over rolling 3 years
Investment universe	Income Securities, Preference Shares, Hybrid Securities and High Yielding Securities
Stock numbers	5-30
Individual stock limit	15%
Maximum cash weight	100%

5.3 Australian Equities Investment Parameters	
Benchmark	S&P/ASX 200 Accumulation Index
Targeted outperformance	Benchmark + 2% p.a. over rolling 5 years
Investment universe	Listed Australian securities & exposure to the DMP Australian Small Caps Trust*
Stock numbers	20-35
Individual stock limit	The greater of 10% or 1.5x Index weight
Minimum market cap	\$400 million
Maximum cash weight	20%

5.4 High Conviction Australian Equities Investment Parameters	
Benchmark	S&P/ASX 300 Accumulation Index
Targeted outperformance	Benchmark + 4% p.a. over rolling 7 years
Investment universe	Listed Australian securities & exposure to the DMP Australian Small Caps Trust*
Stock numbers	15-20
Individual stock limit	The greater of 15% or 1.5x Index weight
Minimum market cap	\$150 million
Maximum cash weight	50%

5.5 Mid Cap Australian Equities Investment Parameters	
Benchmark	70% S&P/ASX Mid Cap 50 Accumulation Index and 30% S&P/ASX Small Ordinaries Accumulation Index
Targeted outperformance	Benchmark + 3% p.a., over rolling 5 year periods
Investment universe	Listed Australian Securities, ex S&P/ASX 50
Stock numbers	25-45
Individual stock limit	Greater or 7% or 1.5x Index S&P/ASX 200 weight
Minimum market cap	\$75 million
Maximum cash weight	20%

5.6 Small Cap Australian Equities Investment Parameters	
Benchmark	S&P/ASX Small Ordinaries Accumulation Index
Targeted outperformance	Benchmark + 5% p.a. over rolling 5 year periods
Investment universe	ASX Listed Equities, ex the S&P/ASX 100
Stock numbers	30-60
Individual stock limit	6%
Maximum of issued capital	10% in any one stock
Minimum market cap	\$75 million

There will be no additional fees charged on indirect exposure to the DMP Australian Small Caps Trust when invested in via this strategy.

Schedule 6 - Limited Power of Attorney

Account Details

Account Name

Account Number

Name

Number

I/We are clients of the DMP Asset Management Ltd Entity and we appoint DMP Asset Management Ltd (DMP) and/ or any of the custodians appointed by DMP from time to time as my/our duly appointed attorney to:

- Execute all documents necessary to effect the transfer of investments (including securities and other financial products) or money held in bank accounts in my/our name or into the name of any custodians as appointed by DMP from time to time noting that this execution may include signing transfers on my/our behalf as transferor but shall not allow DMP or any custodians as appointed by DMP from time to time to effect any transfer which results in a change in beneficial ownership; and
- Request and receive historical information and reports about my/our investments and transaction history.

This authority is only provided in relation to (please tick):

- Any investment securities held by me/us
 Those securities listed on the attached Schedule A

This Power of Attorney shall expire 90 days after the date of execution and is provided purely for administrative and custodial purposes. DMP or any custodians as appointed by DMP from time to time will have no power or discretion in respect of investment decisions to acquire or dispose of security other than the securities authorised under this Power of Attorney. I/We agree to ratify and confirm whatever DMP shall do under this Power of Attorney. I/We acknowledge and agree that:

- DMP may delegate the power given to it by this authority to nominated employees ("nominated employee") Any nominated employee may exercise the power given to DMP by this authority

Execution Clause

SIGNED by

WITNESSED by

Signatory 1

Witness for Signatory 1

Name

Name

Signature

Signature

Date

Date

- Individual Trustee Director
 Sole Director Secretary

In capacity as (please tick)

Signatory 2

Witness for Signatory 2

Name

Name

Signature

Signature

Date

Date

- Individual Trustee Director
 Sole Director Secretary

In capacity as (please tick)

Execution Clause

EXECUTED as an Agreement on this day of 2021

Execution Clause

SIGNED for and on behalf of DMP Asset Management Ltd by its authorised officer in the presence of

Director/Chief Executive Officer

Director/ Chief Executive Officer/Secretary

Name

Name

Signature

Signature

Client Execution Clause

Individual or Joint Applicant

EXECUTED by

Client 1

Client 2

Name

Name

Signature

Signature

Account Designation if required

Corporation/Trustee/Other Incorporated Entity

If applicable affix Seal here

Entity Name

ABN/ACN

Signed for and on behalf of the Client by:

Director/Trustee/Committee Member/Other

Director/Secretary/Trustee Committee Member/Other

Name

Name

Signature

Signature

Account Designation if required –

