



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

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, noting that the sole director must complete the declaration in the execution block below relating to that director's status as a sole director, or as a sole director and sole company secretary); or Under Power of Attorney, noting that the Power of Attorney document should be enclosed for noting or a certified copy provided; or*
4. *If the Participant is a foreign company (ie has been incorporated outside of Australia), using the foreign company execution block below. The company should also either (a) provide a copy of the constituent documents of the company confirming the authority of the relevant signatories; or (b) provide written confirmation from its legal representatives that the relevant signatories are authorised to sign documents and enter into legal agreements on behalf of the company.*

The signatory may remove irrelevant execution blocks and signing instructions from this application.



EXECUTED AS A DEED

[Use the below execution block for each of Participant 1 and/or Participant 2 if signing under section 127]

EXECUTED AS A DEED by [insert name of Participant] in accordance with section 127 of the Corporations Act:	
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Signature of Director	Signature of Director/Company Secretary
Name	Name
Date	Date

[OR use the below execution block for each of Participant 1 and/or Participant 2 if signing as sole Director/Company Secretary]

EXECUTED AS A DEED by [Participant name and ABN] in accordance with section 127(1) of the Corporations Act:	
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Signature of Sole Director who states that they are the sole director of the company and [the sole Company Secretary of the company/that the company does not have a company secretary] <i>[Note: please remove or strike out the statement that is not applicable]</i>	
Name	
Date	

[OR use the below execution block for each of Participant 1 and/or Participant 2 if signing by way of Power of Attorney]

EXECUTED AS A DEED by [name of attorney] as attorney for [Participant name and ABN] under power of attorney dated [insert date of PoA document]	
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Signature of witness	Signature of signatory who by executing this document confirms that they have not received notice of revocation or suspension of the power of attorney referred to above.
Name of witness	Name of signatory
Date	Date



[OR use the below execution block for each of Participant 1 and/or Participant 2 if a foreign company]

EXECUTED AS A DEED by the duly authorised signatories of [insert name of Participant] in accordance with the requirements of its constituent documents and the laws of its jurisdiction of incorporation:	
_____ Signature of Authorised Signatory	_____ Signature of Authorised Signatory
Name	Name
Date	Date

EXECUTED AS A DEED by AUSTRACLEAR LIMITED by its duly authorised representative:

_____ Signature of Witness	_____ Signature of Authorised Representative
Full name of witness (please print)	Full name, Position/Title of Authorised Representative
Date signed:	
Amended 27/08/10	