

## 1. Definitions

### 1.1 Definitions

In these Terms and Conditions:

**Administration Services** means the services to be provided by Canaccord Genuity to the Client in relation to the Client's Investment Portfolio.

**Agreement** means the agreement of which these Terms and Conditions forms part of.

**ASX** means ASX Limited ABN 98 008 624 691.

**Authorised Agent** means the person, if any, whom the Client has authorised Canaccord Genuity to accept instructions from, on the Client's behalf, in connection with a Cash Management Account or any equities account held in the Client's name with Canaccord Genuity.

**Business Day** is a day other than:

- (a) A Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day; and
- (b) Any other day in respect of which the ASX has declared and has published a notice to the effect that ASX is not open for trading.

**Canaccord Genuity** means Canaccord Genuity Financial Limited ABN 69 008 896 311, AFSL 239052.

**Canaccord Genuity Clearing Participant** means FinClear Services Pty Ltd which is licensed under the Corporations Act Australian Financial Services License (AFSL) no 338 264 to provide financial services and is a trading participant of ASX, a Participant of Cboe Australia, a general Participant of ASX Clear Pty Ltd ABN 48 001 314 503 (ASX Clear) and a Settlement Participant of ASX Settlement Pty Ltd ABN 49 008 504 532 (ASX Settlement).

**Cboe Australia** means the financial market operated by Cboe Australia under Australian Market Licence (Cboe Australia Pty Limited) 2011.

**Commencement Date** means the date this Agreement is made.

**Cash Management Account** means an account established in the name of the Client in a cash management trustor with an approved deposit-taking institution which Canaccord Genuity notifies the Client may comprise part of the Investment Portfolio.

**Client, or you** means the person or persons described as the client in this Agreement.

**Corporate Actions** means corporate actions such as rights issues, takeovers, reconstructions, term deposit maturities and other entitlements and notifications that relate to the Investment Portfolio.

**Corporations Act** means the Corporations Act 2001 (Cth) and any regulations made under it as amended and in force from time to time.

**Fees** means the fees payable by the Client to Canaccord Genuity in consideration of the provision of the Administration Services, as set out in clause 8.

**Fees Schedule** means the schedule of Fees provided by Canaccord Genuity to the Client in accordance with clause 8.

**GST Law** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and A New Tax System (Goods and Services Tax) Transition Act 1999 and related tax imposition acts of the Commonwealth of Australia.

**Investment Portfolio** means the investments held in the name of the Client (or in the name of a custodian on behalf of the Client) which Canaccord Genuity accepts will be subject to this Agreement, together with all monies from time to time standing to the credit of the Cash Management Account or to the credit of any other equities account the Client maintains with Canaccord Genuity.

**Limited Power of Attorney** means the limited power of attorney provided by the Client to Canaccord Genuity for the purpose of authorising Canaccord Genuity to undertake all actions and perform all functions which are necessary for it to perform and undertake on the Client's behalf in connection with the Administration Services.

**Non-Portfolio Assets** means assets or investments of the Client that do not form part of the Investment Portfolio, but which the Client requests Canaccord Genuity to include in the reports provided to the Client, such as collectibles, life insurance policies, loans or real property.

**NSX** means the financial market operated by NSXA under Australian Market Licence (National Stock Exchange of Australia Limited) 2002.

**Ongoing Adviser Remuneration** means the remuneration that the Client's financial adviser receives for providing the Client with advice.

**Quarter** means 30 June, 30 September, 31 December and 31 March.

**Settlement Participant** means a participant admitted to a settlement facility by ASX.

**Term** means the term of this agreement as set out in clause 2.

### 1.2 Interpretation

In these Terms and Conditions, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Perth, Australia time;
- (g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

### 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

## 2. Term

The term of this Agreement commences on the date of execution of the Limited Power of Attorney and continues until terminated in accordance with clause 14.

## 3. Appointment

By its execution of the Limited Power of Attorney, the Client irrevocably appoints Canaccord Genuity as the attorney, and Canaccord Genuity accepts the appointment to provide Administration Services for the Investment Portfolio during the Term, in accordance with this Agreement.

## 4. Administration Services

### 4.1 Services

During the Term:

- (a) Canaccord Genuity will record all transactions, income and expenses affecting the Investment Portfolio;
- (b) unless otherwise agreed directed by the Client, Canaccord Genuity will deposit all monies provided to Canaccord Genuity by the Client in connection with the Administration Service into the Cash Management Account, including, but not limited to, dividends, securities settlement proceeds, other income, profits or cash returns relating to the Investment Portfolio;
- (c) following the end of each Quarter, but subject to the provision of accurate information by the Client in relation to opening values of the investments contained in the Investment Portfolio and clause 6, Canaccord Genuity will send to the Client a report setting out, in relation to that Quarter:
  - (i) the value of transactions executed in relation to investments held in the Investment Portfolio;
  - (ii) the value of the Investment Portfolio investments at the end of the Quarter;
  - (iii) the total value of liabilities that were incurred in relation to the Investment Portfolio during the Quarter; and
  - (iv) the brokerage, commission and fees charged by Canaccord Genuity, if any, for administering the Investment Portfolio during the Quarter.

### 4.2 Corporate Actions

- (a) Canaccord Genuity will notify the Client of Corporate Actions and will comply with specific instructions received from the Client.

However, if Canaccord Genuity do not receive instructions from the Client by the date advised to the Client as the due date for receipt by Canaccord Genuity for instructions, the Client is deemed to have authorised Canaccord Genuity to allow any entitlement relating to the Corporate Action to lapse.

- (b) Where the Corporate Action relates to a term deposit maturity and Canaccord Genuity do not receive instructions from the Client to rollover the deposit, the Client is deemed to have authorised Canaccord Genuity to rollover the deposit for the same term as the term deposit in question.
- (c) For the avoidance of doubt, Canaccord Genuity will only exercise voting rights in respect of investments contained in the Investment Portfolio when expressly instructed to do so by the Client.

## 5. The Client

### 5.1 Obligations

During the Term, the Client:

- (a) agrees to open and maintain a Cash Management Account in the name of the Client and appoint Canaccord Genuity as the authorised operator of the account;
- (b) agrees to enter into a sponsorship agreement in the name of the Client and appoint Canaccord Genuity as the sponsoring broker for investments held which are traded on ASX, unless Canaccord Genuity has consented to the Client entering into a sponsorship agreement with another Settlement Participant;
- (c) will grant the Limited Power of Attorney to Canaccord Genuity; and
- (d) will pay the Fees.

### 5.2 Acknowledgments

The Client acknowledges and agrees that:

- (a) Canaccord Genuity has the right to impose a minimum quantity or value of an investment or portfolio size before accepting an investment into the Investment Portfolio and that such limit may be varied from time to time;
- (b) where possible, Canaccord Genuity will hold the Investment Portfolio in the Client's name and where necessary, will act under the Limited Power of Attorney to implement the Client's instructions; and
- (c) Canaccord Genuity may, in its absolute discretion, appoint a custodian to hold the investments contained in the Investment Portfolio provided that if such an arrangement involves additional cost to the Client, Canaccord Genuity will inform the Client in writing of such additional costs prior to the appointment of the custodian.

### 5.3 Further acknowledgment

The Client acknowledges Canaccord Genuity's rights and obligations to the Client in relation to Corporate Actions, as set out in clause 4.2.

## 6. Non-Portfolio Assets

- (a) The Client may request that Canaccord Genuity maintain records of Non-Portfolio Assets for inclusion in the reports provided to the Client pursuant to clause 4.1. Canaccord Genuity will not charge additional Fees for this service.
- (b) The Client acknowledges that Canaccord Genuity does not make any representation and accepts no responsibility for the existence, quantity or value of the Non-Portfolio Assets and will rely solely on information provided by the Client regarding the quantity, value and change in value of the Non-Portfolio Assets.
- (c) The Client acknowledges that Canaccord Genuity will not accept control or physical custody of Non-Portfolio Assets.

## 7. Instructions

- (a) The Client acknowledges that instructions from the Client will have been deemed to be received by Canaccord Genuity only after they have been acknowledged by a person within Canaccord Genuity authorised to take instructions.
- (b) Where instructions are given verbally, Canaccord Genuity is entitled to deal in good faith with any person holding themselves out as the Client, the Authorised Agent or any other authorised representative of the Client that has been previously and expressly identified.
- (c) Canaccord Genuity must use reasonable endeavours to act on instructions as soon as practicable but need not do so by a particular time.
- (d) Canaccord Genuity may determine the order in which it gives effect to instructions from the Client or other clients.

## 8. Fees

- (a) The client will pay Canaccord Genuity, fees for the Administration Services in accordance with the Fee Schedule.
- (b) In consideration of the provision of the Administration Service, the Client agrees to pay the fees to Canaccord Genuity as set out in the Fee Schedule from time to time, subject to a minimum annual fee payable of \$3,300 inclusive of GST (minimum fee).
- (c) In the event of termination of this Agreement in accordance with clause 14, the minimum fee will be reduced so that the minimum fee payable is apportioned only over the number of days of that year in which the Agreement was in force.
- (d) The Client authorise Canaccord Genuity to pay, on behalf of the Client, any fees due to the Client's nominated adviser in relation to investments contained in the Investment Portfolio on account of transactions executed in relation to the Investment Portfolio as set out in the statement of advice.
- (e) The Client authorises Canaccord Genuity to deduct from the Cash Management Account or any equities account held in the Client's name with Canaccord Genuity, all fees due to Canaccord Genuity, its agents or the Client's nominated adviser monthly in arrears. If funds held in such accounts are insufficient to meet fees due and payable by the Client, the Client authorises Canaccord Genuity to realise such portion of the Investment Portfolio as is necessary to satisfy the amount of fees due and payable by the Client.
- (f) Canaccord Genuity will provide the Client with at least 30 days' notice of an amendment to the Fees Schedule.
- (g) To the extent permitted by law, the Client's financial adviser may be paid an Ongoing Adviser Remuneration. The Client authorises Canaccord Genuity Financial to deduct the Ongoing Adviser Remuneration from the Client's Cash Management Account monthly in arrears.
- (h) In certain circumstances for investment products (and to the extent permitted by law), Ongoing Adviser Remuneration will be paid to Canaccord Genuity by issuers of financial products (including margin loans) when the Client choose to invest in one of their products. The Ongoing Adviser Remuneration may vary for each product and will be provided to the Client at the time the advice is given or the financial service is provided.
- (i) The Client acknowledges that the continuation of Canaccord Genuity's provision of Administration Services after any amendment becomes effective constitutes an agreement by the Client to abide by and be bound by the Fees Schedule as so amended.
- (j) Unless otherwise specified, the fees and charges in the Fee Schedule are stated inclusive of GST.

### Fee Schedule

Portfolio Value	Rate per annum	Flat Brokerage Option
Up to \$499,999 then	1.320%	
from \$500,000 to \$999,999	0.990%	
from \$1,000,000 to \$4,999,999	0.770%	
\$5,000,000 or more	0.440%	
Portfolio value – flat brokerage option		up to 2.75% pa
Subject to a minimum fee per account of	\$3,300	\$3,300
Brokerage charged per transaction	Yes <sup>1</sup>	\$110

1. The brokerage rate will be agreed between you and your Adviser on the basis set out in the Brokerage section above. Subject to the minimum fee, the cost will be determined by reference to factors such as the size of the portfolio, number of holdings and anticipated number of transactions.

## 9. Warranty as to capacity

### 9.1 Individual

The Client represents and warrants:

- (a) that all information provided by the Client in this Agreement or as notified to us from time to time is appropriate and correct and is not misleading and the Client agrees that Canaccord Genuity may rely on that information, to make informed investment recommendations;

- (b) that to the extent the information provided by the Client in this Agreement is incomplete, the Client acknowledges and accepts that the investment recommendations are limited and the Client have considered whether the product or service is appropriate for the Client's relevant personal circumstances;
- (c) the Client have the legal right and power to enter into this Agreement; and
- (d) if the Client is a body corporate, the Client is duly incorporated.

### 9.2 Company

If the Client is a company, the Client represents and warrants to Canaccord Genuity that:

- (a) it has the power and authority to enter into and perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement by it will constitute legal, valid and binding obligations of it, enforceable in accordance with its terms;
- (c) the execution, delivery and performance of this Agreement will not violate:
  - (i) its constitution or any legislation, rules or other document constituting that party or governing its activities; or
  - (ii) any instrument to which it is a party or which is binding on it or any of its assets, and will not result in the creation or imposition of any encumbrance; or
  - (iii) restriction of any nature on any of its assets other than as permitted or required by this Agreement.

### 9.2 Trust

If the Client is the trustee of a trust, the Client represents and warrants to Canaccord Genuity that:

- (a) it is the only trustee of the trust;
- (b) no action has been taken or proposed to remove it as trustee of the trust;
- (c) it has power under the instrument establishing the trust to enter into and observe its obligations under this Agreement;
- (d) it has in full force and effect the authorisations necessary to enter into this Agreement, perform its obligations under this agreement and allow them to be enforced (including, without limitation, under the instrument establishing the trust and its constitution (if the Client is a company)); and
- (e) it has a right to be fully indemnified out of the trust fund in respect of obligations incurred by it under this Agreement.

## 10. Investment Portfolio

The Client acknowledges that Canaccord Genuity does not make any representation or give to the Client a warranty as to the particular investment performance or rate of return on the Investment Portfolio.

## 11. Indemnity

- (a) To the maximum extent permitted by law, the Client agrees to release Canaccord Genuity, its directors, officers, employees and agents (together and severally referred to in this clause and clause 12 as 'Canaccord Genuity') from, and indemnify each of them fully against, any loss or liability incurred by Canaccord Genuity arising out of or in connection with:
  - (i) this Agreement;
  - (ii) any conduct or omission under this Agreement;
  - (iii) any order or instructions given to Canaccord Genuity by the Client or on Client's behalf; or
  - (iv) any investment decision made by Canaccord Genuity under this Agreement, except to the extent that any loss or liability is caused by the gross negligence, fraud, dishonesty or bad faith of Canaccord Genuity.
- (b) The release and indemnity in clause 11(a):
  - (i) includes, without limitation, any liability for legal costs, expenses or charges on a full indemnity basis and for the costs of the liabilities involved in dealing with, negotiating, arbitrating or settling any claim or demand or any examination, investigation, inspection or proceeding; and
  - (ii) is for the benefit personally or each of the persons referred to as Canaccord Genuity, each of whom may enforce it as if they were party to this Agreement or Canaccord Genuity any enforce it on their behalf.

## 12. Limitation of Liability

- (a) To the maximum extent permitted by law, any liability on the part of Canaccord Genuity for damages for or in respect of any claim arising out of or in connection with the services provide under this Agreement, any conduct or omission under this Agreement or any orders or instructions given to Canaccord Genuity by the Client on or behalf or on account of any investment decision made by Canaccord Genuity shall not in any event (any whether or not such liability results from or involves negligence) exceed the aggregate amount of fees which Canaccord Genuity has received from the Client under this Agreement over the 12 month period preceding in making of the claim.
- (b) The limitation in clause 12(a) is the maximum aggregate amount which the Client may recover in respect of all claims made against Canaccord Genuity and not for each claim separately if the Client have more than one claim.

## 13. Force Majeure

- (a) No failure or omission by Canaccord Genuity to perform or observe the terms and conditions of this Agreement will:
  - (i) give rise to any right of action or claim against it; or
  - (ii) be treated for any purpose as a breach of this Agreement; if such failure or omission arises from any cause reasonably beyond the control of Canaccord Genuity.

## 14. Termination

- (a) This Agreement commences on the Commencement Date and continues until terminated in accordance with this Agreement.
- (b) Subject to the completion of any outstanding obligations, either party may terminate this Agreement at any time by giving the other notice in writing to that effect. Termination will be effective upon receipt of the notice by the other party, unless a period of notice is agreed in writing.
- (c) Canaccord Genuity may terminate this Agreement immediately, if:
  - (i) the Client breaches this Agreement;
  - (ii) the Client becomes bankrupt, insolvent or unable to pay their debts as they fall due;
  - (iii) an administrator, administrative receiver or manager or other similar officer is appointed over all or part of the Client's assets; or
  - (iv) execution or distress is levied against any or all of the Client's assets.
- (d) The Client may terminate the Ongoing Fee Remuneration arrangement with Canaccord Genuity by providing 30 days' notice of termination in writing to Canaccord Genuity.
- (e) Canaccord Genuity will produce and forward to the Client a report of the Investment Portfolio within one month of the date of termination of this Agreement setting out the information referred to in clause 4.1 up to the date of termination.
- (f) The Client authorises Canaccord Genuity to deduct from the Cash Management Account or any equities account held in the Client's name with Canaccord Genuity, all fees due to Canaccord Genuity, its agents or the Client's nominated adviser up to the date that Canaccord Genuity ceases to provide the Administration Services and any costs solely and directly in relation to the termination. If funds held in such accounts are insufficient to meet fees due and payable by the Client, the Client authorises Canaccord Genuity to realise such portion of the Investment Portfolio as is necessary to satisfy the amount of fees due and payable by the Client.
- (g) On termination of this Agreement, subject to law, Canaccord Genuity will procure, at the cost of the Client, that:
  - (i) investments contained in the Investment Portfolio held by a custodian are transferred to the Client or are realised and the net proceeds paid to the Client; and
  - (ii) Canaccord Genuity will take all reasonable steps to change the address for notices in relation to the investments contained in the Investment Portfolio to the Client's last address for notices notified to Canaccord Genuity.
- (h) Upon termination of this Agreement:
  - (i) the Client releases and discharges Canaccord Genuity from all liability for damages or loss and from all sums of money, accounts, actions, proceedings, claims, demands costs and expenses whatsoever which the Client has or had or at any time in the future may have or have had against Canaccord Genuity for or by reason or in respect of act, cause, matter or thing arising out of or in connection with or incidental to the Administration Services and this/or this Agreement; and
  - (ii) the Client remains liable to Canaccord Genuity in respect of any amount owing to Canaccord Genuity which is unpaid on the date of termination.

## 15. GST

- (a) Words used in this clause 8 which have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context otherwise indicate.
- (b) Any fees and other amounts specified in this Agreement are inclusive of GST unless otherwise stated.

- (c) To the extent that Canaccord Genuity is required to pay GST on a supply under this Agreement, the client must pay to Canaccord Genuity the amount of GST that Canaccord Genuity is liable to pay; and
- (d) Canaccord Genuity must give the client a valid tax invoice that states the amount of the GST that the client is liable to pay, at the same time that the client is obliged to pay for the supply.

### 16. Amendments

Canaccord Genuity may amend these Terms and Conditions (other than the Fee Schedule) by providing not less than 10 Business Days' notice of the amended Terms and Conditions to the Client. The Client acknowledges that the continuation of Canaccord Genuity's provision of Administration Services after any amendment becomes effective constitutes an agreement by the Client to abide by and be bound by these Terms and Conditions as so amended.

### 17. Notices and other communications

- (a) Any notice given under this Agreement must be in writing and addressed to the party in accordance with the addresses specified in this Agreement or otherwise provided by a party to the other party.
- (b) A notice is regarded as being given by the sender and received by the addressee:
  - (i) if by delivery in person, when delivered, received or left at the address specified in this Agreement;
  - (ii) if by post, on the Business Day following posting;
  - (iii) if by facsimile transmission, when legibly received by the addressee, but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day;
  - (iv) unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause, 24 hours after the email was sent; and
  - (v) in the case the Client have agreed that Canaccord Genuity may give all notices electronically, Canaccord Genuity may do so by emailing the notice to the Client's last known email address.

### 18. Clearing and Settlement

#### 18.1 Confirmations

- (a) After processing the Client's order, Canaccord Genuity through Canaccord Genuity's Clearing Participant will issue the Client with a confirmation to the nominated email address detailing the transaction undertaken to buy or sell financial products.
- (b) The Client acknowledges and agrees that if they have provided Canaccord Genuity with an email address and indicated that they would like to receive communications by email, they elect to receive trade confirmations by electronic means and Canaccord Genuity will only provide electronic trade confirmations, unless otherwise advised by the Client in writing.
- (c) The Client warrant and represent that the email address provided to Canaccord Genuity is current at all times and capable of receiving confirmations.
- (d) Where a confirmation is not delivered, the Client consent to receipt of the confirmations and any future confirmations by mail and agrees to pay the relevant costs until the Client notify Canaccord Genuity of the current effective email address.

#### 18.2 International Transactions & Custody Services

Canaccord Genuity will execute and arrange facilities for the execution of trades in eligible international securities and associated settlement and custody services. Canaccord Genuity's Clearing Participant will be responsible for the associated settlement and custody services. For further information, please refer to Canaccord Genuity International Securities Service Terms and Conditions.

#### 18.3 Clearing Participant Documents

Canaccord Genuity clears and settles transactions through Canaccord Genuity's Clearing Participant. Canaccord Genuity's Clearing Participant carries the clearing and settlement obligations in respect of any transactions executed through Canaccord Genuity. When the Client opens a client account at Canaccord Genuity, the Client will receive Canaccord Genuity's Clearing Participant's financial services guide and any other required documentation.

#### 18.4 Monitoring

Canaccord Genuity performs monitoring of various functions outsourced to its Clearing Participant in addition to periodic monitoring of their internal controls in line with regulatory requirements.

### 19. Miscellaneous

#### 19.1 Assignment

Canaccord Genuity may not assign this Agreement or a right under this Agreement without the Client's consent. The Client may only assign its rights under this Agreement with the prior written consent of Canaccord Genuity.

#### 19.2 Stamp duty

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this agreement or any transaction contemplated by this agreement, must be paid by the Client.

#### 19.3 Cost Base Information

When transferring securities into the Client's Investment Portfolio from an external platform or a provider where no change of beneficial ownership is involved, Canaccord Genuity must receive complete and accurate details of the CGT parcel history of each security or managed fund before the assets can be transferred into the Client's Investment Portfolio. If there are inaccuracies in the CGT history provided by the Client, this will have implications on the resulting realised and unrealised capital gains tax reporting provided, and as a consequence the CGT tax the Client may be liable to pay (or losses the Client may be able to rely on) may not be correct.

#### 19.4 Survival

Any indemnity under this Agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this Agreement.

#### 19.5 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

#### 19.6 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this agreement continue in force.

#### 19.7 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

#### 19.8 Governing law and jurisdiction

This Agreement is governed by the law of Western Australia and each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Western Australia.

#### 19.9 Laws and Regulations

All dealings between Canaccord Genuity and the Client is subject to the following (without limiting other applicable laws):

- (a) the Corporation Act;
- (b) The Anti-Money Laundering and Counter-Terrorism Financial Act 2006 (Cth);
- (c) Any Canaccord Genuity policies and procedures which is relevant to the Client's transactions.