

## INTERPRETATION

HHG – means Hamilton Hindin Greene Limited  
Agreement – means this Supplementary Agreement



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## INTRODUCTION

This supplementary Agreement (“the Agreement”) sets out the terms and conditions on which we will provide to you “Safe Custody Services”. This Agreement is supplementary to, and is to be read in conjunction with, Hamilton Hindin Greene Limited’s Terms and Conditions and its amendments dated 30 August 2005. In the event of a conflict between the terms of this Agreement, the terms of this Agreement shall take precedence. Unless specifically defined in the Agreement, capitalised terms used have the same meaning ascribed to them in the Client Agreement, and unless otherwise specified, references to clauses are references to clauses in this Agreement.

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## SAFE CUSTODY AND NOMINEE SERVICE

Safe Custody Services and Nominee Services are the holding of your Securities (“Custody Holdings”), the collection of income on the Securities and Hamilton Hindin Greene Limited and /or its Agents acting upon instructions given by you from time to time in respect of those Securities.

HHG may appoint sub-custodians and it is reasonable to assume that they will do so for international holdings. Our Agents will exercise reasonable care in the selection of any such persons. HHG shall not be liable for any act or omission of such person. Where used, HHG have no liability whatsoever for or in respect of any Clearance System. In the unlikely event of a default by an Agent used by HHG there may be an irreconcilable shortfall and clients may have to share that shortfall on a pro rata basis.

Hamilton Hindin Greene Limited will carry out the following obligations:

- Claiming dividends, interest payments and other rights accruing to you;
- Upon instruction by you via HHG, exercise conversion and Subscription rights;
- Upon instruction by you via HHG, deal with takeovers and other offers or capital reconstructions; and
- Upon instruction by you via HHG, exercise voting rights.
- Upon instruction from you via HHG, purchase and sell securities.

Hamilton Hindin Greene Limited shall not transfer, exchange, exercise rights attached to or otherwise deal with the Custody Investments except pursuant to this Agreement or on your instruction or those of an Authorised Person.

Your Custody Investments will generally be held in a pooled account. This means that the legal title to the investment is registered in a single name. Individual client's assets are identified only within the safe custody records.

In accordance with NZX Rules, Custody Investments held by HHG on your behalf shall be recorded and held in a separate account in its books segregated from assets belonging to HHG and/or its Agent. Any Agents used by HHG shall be directed to so record and hold (so far as permitted by law, regulations or market practice) all Custody Investments as identifiable for the account of clients or otherwise to the order of clients as the Agent may think proper for the purpose of providing for their safe keeping.

For the avoidance of doubt, this Agreement shall not be deemed to terminate solely as a result of any change in the Custody Investments held from time to time or because at any given time no Investments are held. HHG or its Agent will collect all investment income and hold it on your account in trust and accordance with NZX Rules, or otherwise deal with it on instruction given by us. Unless otherwise agreed to by HHG, all dividends and interest received in a foreign currency will be converted into New Zealand dollars at the time of receipt by the custodian.

HHG shall have no duty or responsibility as regards the attendance at meetings or voting in respect of any securities held in custody or in respect of proxies received by it or any of its agents and/or for sending any proxies or giving notice of the receipt of such proxies to you.

Our Agent may deduct taxation from any payment of income if it is obliged to do so under New Zealand law. You are solely responsible for all taxes or similar liabilities levied on or arising out of any custody holdings and any payment due to you. HHG and/or our Agent shall have no responsibility or liability with regard to your tax status or position in any jurisdiction.

Any investments or other consideration received by HHG in respect of Custody Investments shall, unless HHG agrees otherwise, be held subject to this Agreement.

We will provide you with details of all your Custody Holdings as prescribed by NZX Rules relating to "Safe Custody". You may request details of your transactions at any time. We are required by NZX to hold records for at least 10 years.

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#### ACCEPTING INSTRUCTIONS

HHG shall at its discretion and without liability on its part, rely and act upon instructions from you or an Authorised Person to deal with all or part of the Custody Investments, and you shall be bound by those instructions.

Instructions for the transfer of Custody Investments out of safe custody into your name must be advised in writing by letter, email or facsimile by you or an Authorised Person.

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## ADVICE DISCLAIMER

In giving investment advice under this Agreement, HHG will exercise due skill, care and diligence to ensure its investment advice to you is accurate and current. It is your responsibility to make enquiries before making a decision to trade any securities and HHG will not have any liability to you in this regard. When giving advice HHG is only able to act on the basis of information provided by you in determining whether such advice is appropriate to your particular investment needs and financial circumstances. HHG does not guarantee the repayment of capital or the performance of any investments or otherwise make any representation concerning the performance of your investments, your account or any particular transaction.

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## EXCULSION OF OUR LIABILITY

HHG and/or our Agent shall not be liable for losses of any kind which may be incurred by you as a result of the provision of the Custodial Service in accordance with your instructions or those of an Authorised Person on your account nor, in any other case, unless due to the gross negligence or wilful default of HHG and/or our Agent. Any liability that HHG and/or our Agent may have to you will be limited to the direct loss suffered or incurred by you, excluding any consequential loss and any loss of income, business, profit or saving or other cost or expense as a result of you, or any other person's inability to complete another transaction or honour another obligation, or otherwise arising in connection therewith. In no circumstances shall the liability of HHG and/or our Agent under this Agreement exceed the market value of the custody holdings held on your behalf in respect of which such liability arose.

We may at any time redeliver all or any Custody Holdings to you without terminating this Agreement.

You acknowledge that this Safe Custody Service is neither a portfolio management nor a monitoring service and you remain responsible for investment decisions and portfolio composition.

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## TERMINATION

You or HHG may terminate this Agreement by written notice to the other, but without prejudice to any pre-existing rights or obligations of the parties, including, for the avoidance of doubt, completion of any matter to effect and settle a transaction and payment of any amount due to HHG and/or its Agent on that transaction.

This Agreement will otherwise terminate upon termination of the Client Agreement.

Within a reasonable period after notice of such termination, HHG and/or its Agent will shall arrange to deliver to you by post to your address for the time

being notified to us, or otherwise as you may direct, the balance of all Custody Holdings held. When you request a transfer of the Custody Holdings the transfer shall be made subject to:

- Compliance with applicable law or regulatory requirements and to reasonable notice being given to and received by HHG and/or its Agent; and
- the rules and requirements of any relevant investment exchange, clearing system or custodian, provided that HHG and/or its Agent may make such arrangements as it deems appropriate and, where applicable, at your expense in order that prompt delivery may be made.
- If you re indebted in any way to HHG and/or its Agent in respect of Custody Holdings (for example, without limitation, in respect of unpaid fees or any payment made to you by our Agent on account of interest, dividends or other income not yet collected by our Agent) we may decline to redeliver such Custody Holdings until such debt has been discharged.
- You further acknowledge that your indebtedness and liability to HHG and/or its Agent shall be continuing until such time as we and/or our Agent, as the case may be, are satisfied that we have received full and final settlement of payment due on the securities in respect of those amounts paid to you. You shall fully indemnify HHG and/or its Agent in the event of non-payment or part payment only.
- You shall bear all costs and risks of delivery to you for your order, whether upon termination or otherwise.

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#### AMENDMENT TO SUPPLIMENTARY AGREEMENT

HHG reserves the right to implement a new Agreement or to amend this Agreement, by notice to you, in the event that this Agreement becomes impractical, outdated or incorrect in any respect. In such event, you have the option to terminate your relationship with us, by written notice, if you do not wish to move onto the new or amended terms.

Hamilton Hindin Greene Limited agrees to provide a "Safe Custody" account to you on the terms and conditions set out above.

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Signed by:

Client \_\_\_\_\_ Client \_\_\_\_\_ Client \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

HHG Account Number \_\_\_\_\_

Signed for and on behalf of Hamilton Hindin Greene Limited by:

Authorised Signatory \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

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**Hamilton Hindin Greene will retain the original copy of this Agreement. Please advise us if you require a copy for your records.**

**If this Agreement is completed and sent to HHG by facsimile, please ensure that the original document follows by post.**

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