

Capricorn Membership and Member Agreement

This is the Capricorn Society Limited ACN 008 347 313 ("Capricorn") Membership and Member Agreement ("Agreement").

This Agreement sets out the terms and conditions that govern Membership and use of the Shareholder Centre services which can be accessed at www.capricorn.coop ("Shareholder Centre").

Prior to becoming a Member of the Shareholder Centre the Member must agree and accept all of the terms and conditions contained in this Agreement and Capricorn's policies (which can be accessed on the Shareholder Centre), including its Privacy Policy ("Policies"), which form part of this Agreement.

When the Member uses Capricorn's services the Member confirms their agreement to be bound by and acknowledge any changes to the Agreement (including the Policies).

1. Membership

Membership of the Shareholder Centre is free but Membership is a privilege and not an entitlement. Capricorn may change its services and suspend or terminate any Membership at any time in its absolute discretion. If Capricorn changes its services, suspends or terminates a Membership then a Member may not be able to access Capricorn's services either temporarily or permanently.

To become a Member, the Member must provide Capricorn with certain personal information, which will be used by Capricorn to identify the specific holding for which the Member wish to provide information. Capricorn will retain such information and details supplied only in respect of that holding, and not to any other holding the Member may have in an Issuer to which Capricorn provides registry services.

The Shareholder Centre allows the Member to, in respect of a holding in their name:

- Provide their tax file number
- Subject to any restrictions that may apply in relation to a particular Issuer (for example they may only provide the ability for payments to be credited to an account with an Australian bank, credit union or building society), nominate the bank, credit union or building society account to which dividend or distribution payments should be made for that holding
- Confirm how the Member would like to receive communications from the Capricorn
- notify a change of address for that holding if it is on the Issuer sponsored sub-register
- Nominate if the Member would like to receive an annual report and if so, whether the Member want to receive that report by

electronic means or in hard copy posted to their registered address

- View other information concerning their holding

2. Shares in Capricorn

2.1 Offers of shares in Capricorn will be made via a Prospectus, which is accompanied by an application form. Members wishing to acquire such shares will need to complete the electronic application form. The Prospectus is an important document which provides information about investing in shares in Capricorn and should be read in its entirety. If you do not understand it you should consult your professional advisor without delay. To access the Prospectus, you must first read and agree to the terms and conditions set out on the webpage containing the Prospectus.

2.2 Nothing contained on the Shareholder Centre or in the Prospectus constitutes investment, legal, business, tax or other advice. In particular, the information on the Shareholder Centre and in the Prospectus does not take into account Members' investment objectives, financial situation or particular needs. In making an investment decision, Members must rely on the most recent version of the Prospectus, their own examination of risk, the securities and the terms of the offering, including the merits and risks involved. Members should consult their professional adviser for legal, business or tax advice prior to acquiring or selling shares. If a Member acts or fails to act without first consulting an investment advisor, Members do so entirely at their own risk.

2.3 Content on the Shareholder Centre does not constitute an offer or invitation to purchase, take up or sell any securities or other financial products and should not be relied upon in connection with any contract or commitment whatsoever.

3. Activities on the Shareholder Centre

3.1 By specifying through the Shareholder Centre that Capricorn should send a notice of meeting and/or annual report to the Member via electronic means, the Member is taken to have officially requested that Capricorn notify that Member by email containing a URL that the notice of meeting and/or the report is available and the Member will not be provided with the notice and/or annual report in paper form.

3.2 By specifying through the Shareholder Centre that Capricorn should send statements to the Member via electronic means, the Member agrees that each of the following statements will be sent to the Member electronically and the Member will not be provided with the statement in paper form:

- any statement that is required by the ASX Listing Rules, the ASTC Settlement Rules or the *Corporations Act 2001* (Cth), to be given to provide details of movements in their security holding;
 - if a dividend or distribution payment is directly credited to a bank, credit union or building society account, the statement detailing the amount paid and any other information that may be required to be provided; and
 - if the Member elects to participate in any dividend or distribution reinvestment plan offered by an issuer, any statement sent to the Member required by the rules of the plan.
- 3.3 When the Member uses the Shareholder Centre in respect of a security holding, the Member warrants that the Member is either the security holder or that the Member have been duly authorised by the security holder to act on their behalf in using the Shareholder Centre.
- 3.4 When the Member uses the Shareholder Centre in respect of a security holding that is in joint names, the Member warrants that the Member is:
- a named joint holders and has the consent of all other joint holders to act on their behalf in respect of the shareholding in using the Shareholder Centre; or
 - not one of the named joint holders, but the Member is authorised by all of the joint holders to act on their behalf in respect of the particular shareholding for which the Member is using the Shareholder Centre.
- 3.5 When the Member uses the Shareholder Centre in respect of a security holding that is in the name of a company, the Member warrants that the Member has been duly authorised by the directors of that company to act on its behalf.
- 3.6 If the Member uses the Shareholder Centre to request a share buyback, such a request (if completed in compliance with the relevant form) will be taken as binding against the Member as if it were a formal notice pursuant to the *Corporations Act 2001* (Cth). Upon receipt of such a request, Capricorn will take all steps as legally required (including under Pt2J.1 of the *Corporations Act 2001* (Cth)), to consider and facilitate the buyback. The Member acknowledges the buyback may not be immediate and that Capricorn must comply with its obligations under the *Corporations Act 2001* (Cth), including that the buyback may require shareholder approval or a special resolution, and such shareholder approval (where required) may not be forthcoming.

4. Capricorn released

Members are solely responsible for any content listed on or accessible through the Shareholder Centre. To the extent permitted by law, Capricorn disclaims all liability for any loss or damage, (actual, special, direct, indirect and consequential) of every kind and nature, known and

unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the Shareholder Centre.

5. Content

Unless otherwise stated expressly, products and services referred to on the Shareholder Centre are only available in Australia.

All information contained on the Shareholder Centre is given in good faith and has been derived from sources believed to be accurate. However, the information is selective and neither Capricorn nor any other company in the Capricorn Group has verified the information, which may not be complete or accurate for Members purposes. Those companies make no representation or warranty of any kind as to the accuracy or completeness of the information. It is general information only and should not be considered as a comprehensive statement on any matter and should not be relied upon as such.

5.1 Infringement of intellectual property rights

Members content posted on the Shareholder Centre; must not be false, inaccurate or misleading or deceptive; must not be fraudulent; must not infringe any third party's copyright, moral rights, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy; must not violate any applicable law, statute, ordinance or regulation; must not be defamatory, libellous, threatening or harassing; must not be obscene or contain any material that is in any way inappropriate or unlawful.

6. Content copying and Shareholder Centre interference

6.1 Members agree that they will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for their own personal information) from the Shareholder Centre without the prior written permission of Capricorn.

6.2 Members agree that they will not use any device, software or other means to hamper or to interfere with the proper working of the Shareholder Centre or any transaction being conducted through the Shareholder Centre.

7. Breach and suspension or termination of Membership

7.1 Without limiting other remedies available to Capricorn at law, in equity or under this Agreement, Capricorn may, without notice and in Capricorn's sole discretion, remove a Member's content from the Shareholder Centre, temporarily suspend, indefinitely suspend or terminate any Membership and refuse to provide Capricorn's services to any Member if they have, or Capricorn believe that they have, breached this Agreement, in any way; Capricorn is unable to verify or authenticate any information Members provide to Capricorn; Capricorn believe that a Member's actions may cause loss or damage to or otherwise unlawfully harm Capricorn's Members, third parties or

Capricorn, Capricorn's related bodies corporate or affiliates, Capricorn's directors, employees or agents; if Capricorn reasonably believes that any of a Member's information (which includes content listed on the Shareholder Centre) is inappropriate or of an offensive nature; or a Member has engaged or may engage in fraudulent activity when using, or otherwise in connection with use of the Shareholder Centre, and Members will have no claim whatsoever against Capricorn in respect of any such removal of content, suspension or termination of their Membership.

8. No warranty

8.1 The Shareholder Centre and the services provided on it are provided without any warranty or condition, express or implied. To the extent permitted by law, Capricorn specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement unless Capricorn are required to provide such warranties under applicable law.

8.2 To the extent that Capricorn and all affiliates and related entities of Capricorn are able to limit the remedies available under this Agreement, and subject to clause of this Agreement, Capricorn and all affiliates and related entities of Capricorn expressly limit their liability for breach of a non-excludable condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at Capricorn's sole discretion): (a) in the case of goods, any one or more of the following: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired, and (b) in the case of services: the supply of the services again or the payment of the cost of having the services supplied again.

9. Limitation of liability

9.1 Members solely, and not Capricorn, are responsible for ensuring that all activities conducted by them on the Shareholder Centre are lawful. Members must ensure that they comply with all applicable laws (including but not limited to the *Corporations Act 2001* (Cth)) in Australia and other countries.

9.2 Capricorn will facilitate the recording of information supplied by the Member via the Shareholder Centre, against the holding the Member has nominated. Capricorn does not guarantee that the tasks can be effected electronically and Capricorn is not responsible for ensuring that any tasks have been completed effectively.

9.3 Capricorn is not responsible for the accuracy of the information supplied by the Member. It is the Member's sole responsibility to review information supplied to ensure its accuracy and proper application. The Shareholder service is provided on the terms and on the understanding

that Capricorn and its directors, officers and employees are not responsible for the results of any actions taken or omissions made on the basis of information provided or purported to be provided by the Member or for any error in or omission from, that information.

- 9.4 To the extent permitted by law in no event shall Capricorn, Capricorn's affiliates and related entities or Capricorn's suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Shareholder Centre, Capricorn's services or this Agreement (however arising, including negligence). Members agree to accept sole responsibility for the legality of their actions under the laws which apply to them. Members agree that Capricorn and all affiliates and related entities of Capricorn have no responsibility for the legality of the Shareholder Centre Members' actions.
- 9.5 To the extent permitted by law, and subject to any contrary requirements arising under any applicable law, Capricorn's liability, and the liability of Capricorn's related bodies corporate, affiliates or suppliers, to Members or any third parties in any circumstance is limited to the greater of the amount of fees a Members pays to Capricorn in the 12 months prior to the action giving rise to liability or AUD\$1,000.

10. Indemnity

All Members agree to indemnify and hold Capricorn and Capricorn's related entities, affiliates, and their respective officers, directors, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of a Member's breach of this Agreement (including any warranty) or a Member's violation of any law or the rights of a third party.

11. Amendments to Agreement

Capricorn may amend the terms and conditions of this Agreement from time to time. Members may be notified by email of any amendments have been made to this Agreement. Except as otherwise stated, all amended terms will automatically be effective 30 days after they are notified on the Shareholder Centre. If a Member does not agree with such changes to this Agreement (or any of Capricorn's Policies), then they must terminate their Membership of the Shareholder Centre. If, a Member continues to be a Member of the Shareholder Centre, then they will be considered to have accepted the varied terms as part of the Agreement.

12. No agency

This Agreement does not create any agency, partnership, joint venture, employee-employer, franchisor-franchisee or other similar relationship.

13. Notices

Unless otherwise stated, any notices must be given by registered ordinary post (or if posted to or from a place outside Australia, by registered airmail) or by facsimile transmission to Capricorn Society Limited 172 Burswood Rd Burswood WA 6100 Fax: +61 8 6250 9600 (for Capricorn) or to the email address provided to Capricorn during the registration process (for Members).

14. General

This Agreement will be governed in all respects by the laws of the State of Western Australia, Australia and the parties to this Agreement irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia, Australia. The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced. This Agreement may be assigned by Capricorn to a third party without Members consent in the event of a sale or other transfer of some or all of the assets of Capricorn. In the event of any sale or transfer Members will remain bound by the Agreement. This Agreement sets out the entire understanding and agreement between Capricorn's with respect to its subject matter. Sections 2 (Fees), 3.2 (Capricorn Released), 4.2 (Infringement of intellectual property rights), 6 (Content copying and Shareholder Centre interference), 9 (Limitation of liability) and 10 (Indemnity) will survive any termination or expiration of this Agreement.