



PRIVATE **Wealth**

Sanlam Private Wealth Pty Ltd

ABN 18 136 960 775, AFSL – 337927



CONDUIT
— CAPITAL —

Conduit Capital Pty Ltd

ACN 637 605 022, Authorised Representative No. 1282095

Conduit Capital MDA Investment Program

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Issued by:

Sanlam Private Wealth Pty Ltd

Version V1.0 dated 20 August 2020

Dear Supporter,

Throughout history, the cross fertilisation of ideas between people has created extraordinary outcomes and opportunities. Improving technological infrastructure, transport accessibility, healthcare R&D, an emerging consumer and a 24-hour news cycle are some of the elements that have facilitated idea sharing in recent times. Trends that may have taken decades to develop are being brought forward in a matter of years. Whilst challenges remain, humans have achieved phenomenal progress by building on existing resources to create the future. It is through this pragmatic and optimistic lens that I am delighted to launch Conduit Capital managed discretionary accounts, investing in global shares.

I believe compelling investment opportunities across sectors and geographies will arise in the medium term, due to enormous demographic and structural shifts. For example:

In less than a decade

- 70% of the global population will be Millennials and Gen-Z (those born between 1981-2012)
- An additional one billion people in Asia will enter the middle class

In the next 15 years

- Up to 40% of companies in the Fortune 500 will change

In the next 20 years

- The largest intergenerational wealth transfer in history will have occurred, with an estimated transfer of assets worth \$25 trillion

If these forecasts are remotely accurate, there will be a range of intended and unintended consequences with political, economic, social and cultural ramifications. Industries will be born, the next generation of leaders will emerge, human capital will adapt and more. The tastes, preferences, beliefs and values of the consumer of tomorrow, may differ from prior generations. Many of the incumbents, be it companies, industries or countries, may be unable (or unwilling) to change and innovate. This has been constant for many thousands of years, as winners and losers diverge.

Our team aim to be your conduit to the rest of the world by identifying the companies that we believe to be the global champions of today & tomorrow. Our research, investment process and risk management framework has been developed over 15 years of investing.

We give significant consideration to environmental, social and governance issues and the impact companies have on the community and world. It is a significant part of our research and invest process. We will not invest in tobacco, gaming, defence, or fossil fuels.

Whilst I am a proud Australian, I spent the past decade in London and have visited 50+ countries. I am a Millennial and it is my peer group that will be at the epicentre of these structural and demographic changes.

If you entrust our team with your savings, I can assure you, that we will work as hard as possible to grow them. I have significant skin in the game and am fully aligned with investors.

We look forward to building communication with you and sharing ideas throughout the journey, in various mediums. I am one call away.

What an exciting time to be alive!

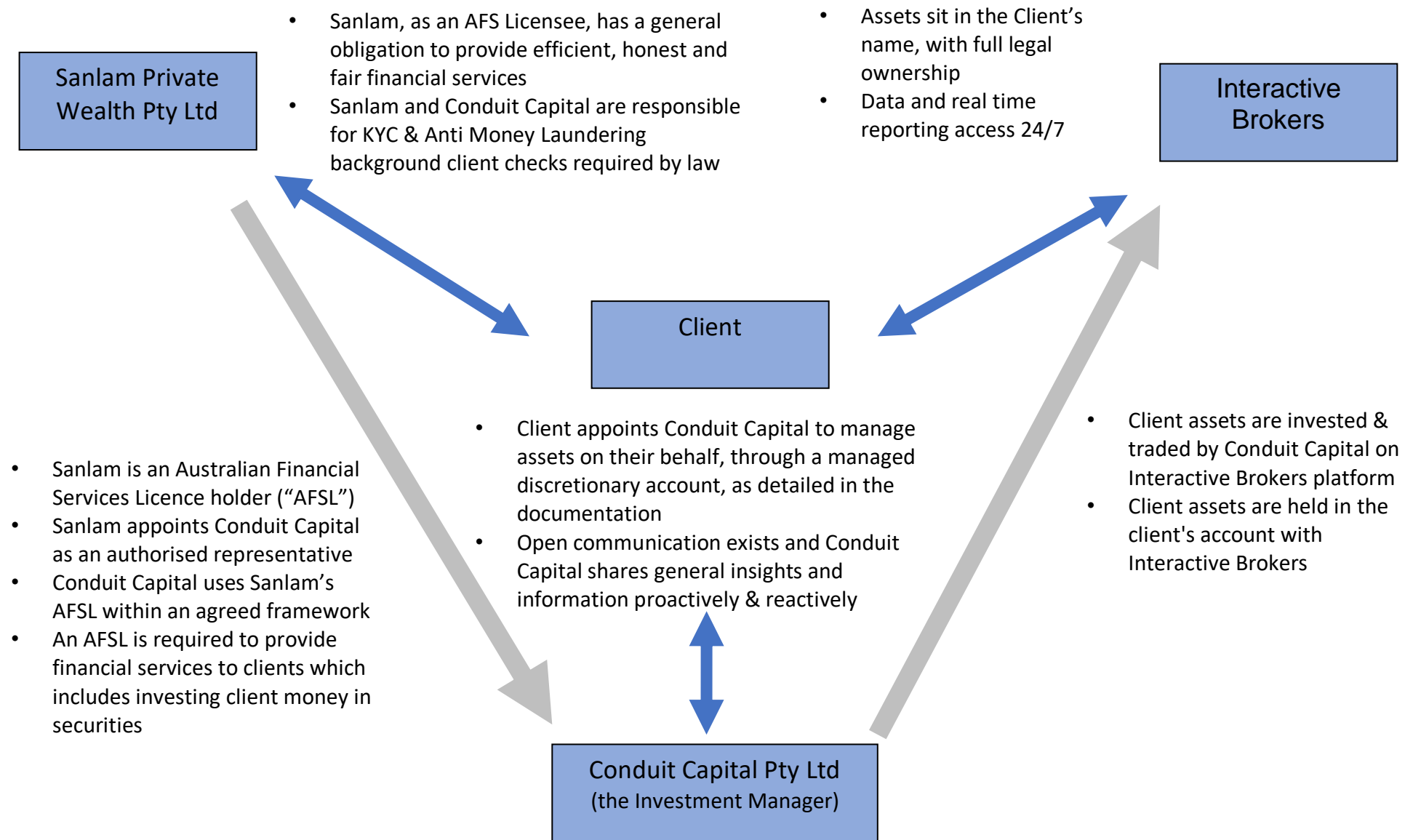
A handwritten signature in black ink that reads "Jack Dwyer". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Jack Dwyer
Founder & CEO

Why we are using Managed Discretionary Accounts (“MDA”) to invest your assets:

- A MDA enables you, the client, to appoint Conduit Capital, to manage your assets, on your behalf, in accordance with an agreed set of parameters, as detailed in the Conduit Capital MDA Investment Program.
- You are the legal owner. The assets remain in your name, not in a pooled fund structure.
- All assets and performance metrics can be viewed in real time through the Interactive Brokers platform, partner, anywhere in the world. This is not available in managed funds.
- If you wish to redeem the assets we manage on your behalf, you can (subject to time zones and market opening hours).
- We believe you should have convenience, transparency and access to your money when you want. After all, it is your money and not ours.

Overview of Regulatory Structure and the Interaction of Key Stakeholders



1. DISCLAIMER

The Conduit Capital MDA Investment Program has been prepared by Sanlam Private Wealth Pty Ltd (“Sanlam” or the “MDA Provider”) (ACN: 602 952 116) (AFSL No.: 337927) and Conduit Capital Pty Ltd (“Conduit Capital” or the “Investment Manager”) (ACN: 637 605 022) (Authorised Representative No.: 1282095).

The Conduit Capital MDA Investment Program is an important document that should be read before making a decision to invest in the Conduit Capital Wholesale MDA issued by Sanlam. The Conduit Capital MDA Investment Program forms part of the Conduit Capital Wholesale MDA Contract. If you sign the Conduit Capital Wholesale MDA Contract, your portfolio will be established and managed in accordance with the terms and conditions set out in the Conduit Capital Wholesale MDA Contract, which incorporates this Investment Program. This document does not and is not intended to contain any recommendations or statements of opinion or advice. In any event, the information in this document does not consider any individual persons objectives, financial situation or particular needs. The Conduit Capital MDA Investment Program is not a Product Disclosure Statement (PDS) for the purposes of Part 7.9 of the Corporations Act 2001.

Whilst every effort is taken to ensure the information in this document is accurate, its accuracy, reliability or completeness is not guaranteed. To the extent permitted by law, neither Sanlam or Conduit Capital accept any liability or responsibility for any loss, liability, damage or expense which results from any act or omission of any person relying on the information provided in this document.

This document may contain a mixture of results based on real and simulated/hypothetical performance that have certain limitations. Unlike the results shown in an actual performance record, such results do not represent actual trading. Also, because such trades have not actually been executed, these results may have under-or over-compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated or hypothetical trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any investment will or is likely to achieve profits or losses similar to those being shown using simulated data.

Information in this document may change from time to time. A paper copy of the updated information will also be available upon request. We may also be required to amend this document as a result of certain changes, in particular where the changes are materially adverse from the point of view of a reasonable person deciding to invest via the Conduit Capital Wholesale MDA Service issued by Sanlam. Sanlam cannot provide the Wholesale MDA Service to you unless a valid application form has been completed by you and received by Sanlam. All amounts in this Investment Program are given in Australian dollars (unless otherwise stated).

2. INTRODUCTION

The Conduit Capital Wholesale MDA is a MDA Service offering to wholesale clients (as defined by the Corporations Act 2001), giving them an opportunity to invest in global shares.

Conduit Capital is an investment management firm that is responsible for investing in businesses around the world. Our research process involves thematic, micro and macro research and analysis. We will invest in approximately 20-30 global shares.

Conduit Capital is led by Founder and CEO Jack Dwyer. Jack has invested globally across asset classes over the past 15 years. He lived in London for more than a decade and worked for Soros Fund Management and Pacific Point Partners. He has visited over 50 countries. Jack is a proud dual Australian & British Citizen, a Young Global Leader of the Milken Institute and a member of NEXUS. He has an Economics (Social Science) degree from the University of Sydney and has completed the University of College London's Blockchain Executive Education Programme.

3. THE MDA STRUCTURE

Managed Discretionary Accounts, or MDAs, are a more direct model of managing a clients' investments as compared to the traditional fund management structure.

The client opens an account directly with a reputable Third Party Service Provider which Sanlam and Conduit Capital have selected as their partner for the Conduit Capital Wholesale MDA Service. The Third Party Service Provider(s) are responsible for providing dealing services to the Client, which includes execution, clearing and settlement services and holding client funds. The Third Party Service Provider(s) will be acting under their own AFS Licence when providing these services to the Client. In relation to the Conduit Capital Wholesale MDA, Sanlam has chosen to partner with the following AFS Licensees as our preferred Third Party Service Provider:

Interactive Brokers LLC AFS Licence No. 245574	Trade execution and clearing/settlement and holding of client funds in Global Equities
Interactive Brokers Australia Pty Ltd AFS Licence No. 453554	Trade execution and clearing/settlement and holding of client funds in Global Equities

By entering into the Conduit Capital Wholesale MDA, the client is giving Sanlam as the MDA Provider and Conduit Capital as the Investment Manager permission to trade the account on their behalf. The Investment Manager uses their discretion to make trades according to this Investment Program without requiring your prior approval for each trade.

MDAs are managed by a Managed Discretionary Account Provider, which in this case is Sanlam, which holds, and operates under, an Australian Financial Service License (AFSL) to provide MDA services.

The key advantages of the Wholesale MDA Service include:

Legal Ownership - The investor retains legal ownership of all portfolio assets.

Transparency - The investor can view and monitor the MDA performance, along with all the underlying securities, fees in live time. Automated performance/holdings reports directly available from the Third Party Service Provider's platform ensures independence of reporting as well and transparency in the fees and costs involved in the investing strategy.

Portability - The investor retains the right to discontinue the services of the asset manager without being required to liquidate their investments.

Liquidity - The MDA offers investors access to their cash holdings on a daily basis, all other assets are only restricted by the exchange settlement timeframes, usually 2-3 business days.

Security of Funds - Neither Sanlam nor Conduit Capital hold your funds. All funds are held by the third party service provider under your application name or entity. All client funds are held in either a clients' segregated account or clients' trust account with an Australian bank. You can deposit and withdraw funds at any time subject to liquidity.

4. SANLAM'S RESPONSIBILITIES UNDER THE CONDUIT CAPITAL WHOLESALE MDA CONTRACT

Sanlam will be responsible to you for:

- (a) the functions that it is contracted to perform under the Conduit Capital Wholesale MDA Contract; and
- (b) compliance with the Conduit Capital Wholesale MDA Contract, including this Investment Program (subject to where you have agreed in writing to a variation).

5. Conduit Capital MDA Investment Strategy

5.1 Portfolio / MDA Construction

Portfolio	Typically 20 - 30 companies
Leverage	No
Cash Holding	No limit and market dependent, but usually 0 - 15% of assets
Correlation	Extensive analysis on how correlated portfolio holdings are and to what themes different stocks are exposed too
Volatility	Target less than the market
Timing	Typically scale into positions as there can be a disconnect between information and reality
Target Return	We aim to generate an average return of 10% p.a, over a five year rolling period.
Redemptions	Daily withdrawals, subject to market openings and time zones.

5.2 Fees

You are responsible for selecting your fee option from the options outlined below.

Option 1	<p>1.1% Management Fee and 11% Performance Fee.</p> <p>The performance fee will only apply if returns exceed the MSCI World (AUD) Index.</p> <p>A high water mark will be applied to ensure that any negative performance is recouped before another performance fee is charged.</p> <p>These numbers include GST.</p>
Option 2	<p>0% Management Fee and 22% Performance Fee</p> <p>The performance fee will only apply if returns exceed the MSCI World (AUD) Index</p> <p>A high water mark will be applied to ensure that any negative performance is recouped before another performance fee is charged.</p> <p>These numbers include GST.</p>

Please note that in addition to the above fees, as part of the MDA Service you will be charged Transaction Fees each time the Investment Manager trades on your behalf (ie. buys or sells a financial product for you).

Conduit Capital and Sanlam Private Wealth (through the Third Party Service Provider) will arrange for brokerage, commission or transaction fees to be debited from your account when a transaction has been completed in consideration for services rendered.

These costs will depend on the frequency of trading within the MDA, which is determined by the investment strategy included in the Conduit Capital MDA Investment Program.

Full details of brokerage, commission or transaction fees payable by you is outlined in the Client Agreement entered into between the Third Party Service Provider and you.

5.3 Investment Process

The investment process has evolved through 15 years of investing, by drawing on experiences, lessons, mistakes and success. The process is repeatable and underpinned by discipline and intellectual flexibility.

HOW DO WE SOURCE IDEAS?

What drives asset prices - combination of rigorous bottom up micro and macro analysis

DO WE UNDERSTAND THE IDEA?

The notebook of things we don't know is much larger than the notebook of things that we do know

DO WE UNDERSTAND HOW THE MARKET SHOULD MOVE IF WE ARE RIGHT?

When will a market break out of a balanced cycle: The non linear fundamental event, will correspond with a non-linear price event. Our process tries to identify this

DO WE UNDERSTAND OUR RISK?

We can't predict the future, so we focus on scenarios, structuring and risk management

5.4 How do we source ideas?

Factors include:

- We aim to be an ideas factory and put pieces of the puzzle together, to capitalize on inefficiencies in the market and look beyond the public market obsession with short term earnings.
- We gain insights, information and understanding from consumers and companies and combine this with macro-economic and political themes.
- We are explorers regularly travelling internationally to see opportunities, visit businesses and policymakers and attend events. The Founder who lived in London for more than a decade has visited 50+ countries, travelling overseas on average, 13x per year for the past eight years.
- We focus on areas where there is an asymmetry of information.
- Extensive cross-sectoral and global engagement with management teams, industry experts, policy makers and consumers.
- We aim to consume information across a broad spectrum, including but not limited to, earnings calls, company reports, financial statements and regulatory developments.

- Environmental Social and Corporate Governance – We will consider every investment thoughtfully and its impact on others and our world.
- Strong engagement with start ups, innovation hubs, R&D centers and the next generation to determine what trends may be coming or threats to incumbent views.

5.5 Do we understand the idea?

We work very hard to try and generate compelling risk adjusted returns, but we will not stray outside our areas of competence.

What we look for?

Factors include:

- Simple and uncomplicated ideas are sometimes the best.
- Geographical Focus: Global. Our experience is investing globally. We do not have an Australian bias.
- Business Characteristics: Customer value proposition, network effect, pricing power, strong management, R&D focus.
- Quantitative: Compelling valuation, solid balance sheet, healthy free cash flow generation & capital allocation supportive for shareholders
- Timing: Assess if the idea makes sense now and if price action will follow.

What we avoid?

Factors include:

- Stay away from complex situations where we do not have the capability or bandwidth. For example, ignore merger arbitrage and activist strategies.
- Typically avoid “old world” businesses that may be value traps.
- When we don’t have a view or don’t understand an idea, we sit on the side-lines. We are not adverse to holding cash as and when it requires.

5.6 Do we understand how the market should move if we are right?

- The fundamental analysis is critical, but we believe structuring of positions and market entry/exit is equally important and often taken for granted by investors.
- What may have happened in the past, or appears to be “rational”, may not reflect how the market reacts in the future. There are many cases of this today and historically.
- We aim to maximise returns when we’re right and minimise losses when we’re wrong.

How do we prepare for this?

Factors include:

- At the core of our process is intellectual flexibility. If the facts or our views change, we are not wedded to our biases, or models.

- Ascertain the prevailing bias in the market to determine how one differentiates between the cyclical and the secular.
- We aim to think with a medium and longer term view and not fall into a short term trading mentality, beyond our competency.

5.7 Do we understand our risk?

Factors include:

- We conduct extensive quantitative and qualitative scenario analysis for a range of outcomes at a portfolio and stock specific level (for example, see table).
- We size positions appropriately, relative to their risks. We are prepared and willing to back our conviction when compelling risk adjusted opportunities arise, but equally are content with exiting positions if the facts change.

GEOGRAPHICAL EXPOSURE	MANAGEMENT CHANGE	CONSUMER TRENDS	INVENTORY	MONETARY POLICY
CURRENCY RISK	REGULATION	TECHNOLOGY	DEMOGRAPHICS	FINANCIAL HEALTH
POLITICAL VARIABILITY	VALUATION	NATURAL DISASTERS	EMERGING MARKETS	INNOVATION
PASSIVE & ACTIVE FLOWS	FISCAL POLICY	SUPPLY CHAINS	ENVIRO, SOCIAL & GOVERNANCE	CONSUMER BEHAVIOUR

5.8 Environmental, Social & Corporate Governance (“ESG”).

Factors include:

- ESG issues will be incorporated in the research and investment process.
- We will not invest in tobacco, gaming, defence or fossil fuels.
- Conduit Capital’s responsible investing guidelines will be aligned with the United Nations Principal Responsible Investing program.
- Our ESG policy is detailed on our website.

5.9 Key features

Minimum Investment	AUD 100,000
Investment Universe	Global Listed Shares
Investment Objective	Conduit Capital aims to achieve an average net return of at least 10% per annum, over a five year rolling period. There can be no assurances the MDA will achieve its investment objective. Please note that past performance is not a reliable indicator for future performance. Markets are volatile and investors should exercise due care.
Investment Strategy	We identify companies with dominant market share positions in the segment that they operate, underpinned by extensive thematic research
Risk Management process	No leverage, long only and use of cash to protect the portfolio. Correlation analysis and continued assessment of portfolio volatility
Trade Management	Open positions are managed through Interactive Brokers. Interactive Brokers is one of the largest trading platforms globally. We use their technology and provide access to clients.
Investor Suitability	We aim to achieve above average medium and long term returns. This results in a higher level of risk and is most appropriate for an aggressive investor

6. SIGNIFICANT BENEFITS

Significant benefits will vary depending on the model portfolio selected and the asset classes that such model portfolio invests in. The significant benefits may include but are not limited to:

6.1 Transparent, flexible and you retain legal ownership of your funds

You have full transparency without the onerous conditions and fees often associated. You retain legal ownership of your account.

7. WHAT ARE THE SIGNIFICANT RISKS ASSOCIATED WITH OUR INVESTMENT STRATEGIES?

While the risks described below are not exhaustive, they are some of the most significant risks involved in investing in MDAs. Discussions, as well as the management of these risks, are detailed below.

7.1 Market Risk

Market risks refer to the changes in the price (market) of the assets held within the MDA that result in fluctuations in the value of your invested MDA.

Factors that drive price changes in invested assets include economic conditions, business confidence, government fiscal and monetary policies, etc.

In addition, asset classes may be impacted by specific risk factors, for example:

- Equities – company earnings, industry out-look, analyst ratings, etc;
- Currency – investor domicile currency vs. security denominated currency.

7.2 Counterparty Risk

Counterparty risk is the risk of losses resulting from a counter-party defaulting on a financial commitment to one's investment. Counterparties include third party service providers, brokers, banks and fund managers, etc.

Invested assets are segregated and each client has an account in its own name with the Third Party Service Provider.

7.3 Strategy Risk

Strategy risks refer to the risk that the investment processes does not successfully reproduce historical or intended results. This may have an adverse effect on the performance of the Model Portfolio. The asset allocation process involved in the are entirely driven by the underlying quantitative model. The investment decisions are implemented via a strict framework of rules and limits, so no arbitrary discretionary investment decisions occur in the process.

The inputs to the Investment Strategy are continually updated and the dynamic nature of the investment strategy prevents any irrelevant or obsolete application of the underlying Investment Strategy.

7.4 Liquidity Risk

Under certain conditions the liquidity of a particular market or security may be restricted, thus affecting the performance of the MDA. Lack of liquidity or market depth can affect the valuation of the MDA's assets if a requirement arises to reduce exposure at a quoted price

7.5 Key Employee Risk

Conduit Capital, as the Investment Manager, employs specialist investment personnel who have responsibility for implementing the investment process. If key investment staff were to leave this may be destabilising to Conduit Capital and could lead to falls in the value of the MDA and in extreme circumstances could lead to the termination of the MDA. Conduit Capital actively develops strategies to mitigate key employee risk.

7.6 Business Continuity

Sanlam and Conduit Capital view Business Continuity Management (BCM) as a fundamental part of its ability to protect its staff and fulfill its fiduciary responsibilities to clients.

Sanlam and Conduit Capital maintain Crisis Response and Business Recovery Plans to facilitate the management of any incident which has the potential to harm our staff, damage our premises or disrupt our business.

7.7 Currency Risk

The Investment Manager will not currency hedge the MDA.

The underlying assets will be from various countries and will be subject to currency volatility.

For example, if you invest A\$100,000 and the Investment Manager invests in shares traded and/ or denominated in USD, EUR, GBP & HKD, the currency moves will impact returns.

7.8 Legal Regulatory & Tax Risk

Change in laws or their interpretations including, but not limited to, taxation and corporate regulatory laws, practice and policy may have a negative impact on the returns to investors.

7.9 Investment Objective Risk

There is a risk that an investor's objectives will not be met. Authority may be used to invest in assets which may not suit your objectives, needs and risk level or may be unsuitable from a social or ethical position.

7.10 Volatility risk

The potential for the price of your portfolio to vary over a short period of time. The greater the volatility of the returns the more likely it is the returns will differ from those expected over a given time period.

8. IS THIS INVESTMENT STRATEGY RIGHT FOR ME?

The Conduit Capital Wholesale MDA invests in global shares.

We aim to generate higher returns than the market over the medium term, which may be associated with higher levels of risk. We recommend that the investor consider this strategy as part of their broader investment strategy and any diversified portfolio of shares they may hold.

We advocate responsible trading and recommend only investing funds that would not affect your standard of living or financial wellbeing.

Past performance is not indicative of future performance and you should not base your decision to invest solely upon past performance information.

There is no guarantee we will generate positive returns or preserve your initial investment and investors must be prepared for the possibility that you could lose part of or all of your account

Things to consider:

8.1 Your Financial Goals

- What are your short, medium and long-term financial goals?
- Are you looking for opportunities for greater leverage and higher returns?
- Are you looking to hedge or protect your current share portfolio against adverse market movements?

8.2 Your Investor Profile

Are you an experienced trader with an understanding of both the risks and opportunities associated with derivatives trading?

8.3 Your Risk Profile

- What levels of investment risk suit you?
- Are you comfortable with fluctuating investment values or would you prefer the security of a low risk investment?

9. OPENING & FUNDING of ACCOUNTS / WITHDRAWAL FUNDS

9.1 General information about your account and deposits

The first step is to complete the Conduit Capital Wholesale MDA Application (which you can complete online). If you are unable to complete the Conduit Capital Wholesale MDA Application online please contact us.

The minimum initial investment requirement may be waived at our discretion. We may also, at our discretion, establish higher minimum initial investment amounts or reject applications for investment in the Conduit Capital Wholesale MDA Service.

We may, at our discretion, reject applications for investment in the Conduit Capital Wholesale MDA Service.

You will also be required to complete the relevant application forms to open an account with the Third Party Service Provider. Once the account is opened, you will be provided instruction on how to fund your account.

Sanlam does not hold your funds. All funds are held by the Third Party Service Provider under your application name or entity.

Should you wish to add more funds to your account, you can do this directly with the Third Party Service Provider at any time, however you will need to notify us.

Under clause 4.7 of the Conduit Capital Wholesale MDA Contract, our discretion to trade on your behalf is unlimited. However, you may at any time by written notice to us limit the trading by reference to the markets to be traded, cash size of each position, number and type of financial product to be traded per day, and other limitations as agreed in writing, except that you cannot limit our discretion to trade on your behalf to merely the time or price at which transactions may be effected.

Under clause 4.3 of the Conduit Capital Wholesale MDA Contract, you can instruct us at any time in writing to buy or sell or take any other action regarding the investments and other assets that form your MDA Portfolio. You may provide written instructions to us by telephone or email. We are entitled to rely and act on any instruction that purportedly comes from you or is purportedly authorised by you. We have the right not to accept your instructions and if that is the case, your MDA account will be closed. Giving instructions in this way may result in losses to your assets under the MDA service.

9.2 How to open an account

- **Complete the Conduit Capital Wholesale MDA Application** – If you wish to proceed with your investment, in the Conduit Capital Wholesale MDA Service, you will need to submit your online Conduit Capital Wholesale MDA Application. If you are unable to complete the Wholesale MDA Application online please contact us.
- **Open Account with Third Party Service Provider** - Complete the application with the Third Party Service Provider (additional documents).
- **Funding Account** – The Third Party Service Provider will provide instructions on how to fund your account. We will assist you this process.

9.3 Withdrawals of Funds / Closing Account

We strongly believe that your investment account is your property and that you should have the right to withdraw any or all of your funds at any time that you wish. With this being one of our core beliefs, and unlike many other managed investment funds, you have the right to withdraw your funds at any time. We do not charge any exit penalties or fees.

You are able to withdraw your funds by providing an instruction to Conduit Capital and the Third Party Service Provider.

Please refer to the documentation provided to you by the Third Party Service Provider for more details.

In-order to protect client accounts from exposure to open positions during a withdrawal process, we require our clients to notify us via email, prior to requesting the withdrawal from the Third Party Service Provider, to allow us the opportunity to close all open or pending positions.

There may be a delay in receiving funds, due to the various markets we invest in and different settlement times.

9.4 Who can invest?

- Individuals 18 years old and over
- Companies
- Incorporated bodies (e.g. strata bodies, corporate, trade union)
- Trustees of other entities (e.g. superannuation funds and SMSF).

9.5 What you will need to complete your application?

- Driver's license or Passport number
- Tax file number
- Residential & Postal address
- Bank account details
- You may be required to send proof of ID.



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Conduit Capital Wholesale MDA Contract

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Issued by: Sanlam Private Wealth Pty Ltd

Version 1.0 dated 20 August 2020

IMPORTANT INFORMATION AND ACKNOWLEDGEMENT

This Wholesale MDA Contract ("this Agreement") is an important document. It imposes rights and obligations on us and you regarding investments and decisions we make via this Agreement for you.

When you sign this Agreement, you legally authorise us to make investment decisions on your behalf without having to first seek your authority.

This Agreement authorises us to acquire financial products on your behalf. Although you will own the products we acquire, this is not the same as acquiring the products yourself. We will acquire the products on your behalf, in accordance with the Conduit Capital MDA Investment Program. Except in limited circumstances, we will do this without consulting you.

By entering this Agreement, you grant us the authority to buy and sell financial products in your name, and to manage any of your investments in your account in accordance with the Conduit Capital MDA Investment Program. You will retain legal ownership of these financial products, and it will be your responsibility to exercise any rights in respect of Corporate Actions (such as voting), which attach to them.

As part of this Agreement, you will:

- authorise Sanlam Private Wealth Pty Ltd as the MDA Provider whereby its representative, Conduit Capital Pty Ltd (AR No. 1282095) will be authorised as the Investment Manager to make trading decisions pursuant to the Conduit Capital MDA Investment Program.
- open an account with the Third Party Service Provider named in Schedule 1 of this Agreement or as amended in writing from time to time. The Third Party Service Provider will send you monthly statements in respect of this account, but we will have authority to operate the account on your behalf.

It is therefore important that you read and understand this Agreement before signing and returning it. If you do not understand any part of it please ask your Adviser to explain its meaning. We recommend you seek advice from your solicitor if unsure of any legal aspect of this Agreement.

WARNINGS – KEY DIFFERENCE BETWEEN USING MDA SERVICES AND ACQUIRING FINANCIAL PRODUCTS AND SECURITIES DIRECTLY

The acquisition and disposal of financial products and securities under this MDA Service will be made, subject to the terms of this Agreement, at our discretion. This means that, although you will have ownership over your assets, the decisions to acquire and dispose of those assets will be made by us at our discretion, subject to any limitations you place on that discretion under the Agreement. It is your responsibility to monitor the performance of your MDA Portfolio.

Under this Agreement, you will not control, but will be liable for, the decisions that are made in accordance with this Agreement and as set out in the Conduit Capital MDA Investment Program.

If you want to retain control of all investment decisions an MDA service will not be appropriate for you.

We will actively buy and sell financial products on your behalf and there is a risk that you may incur capital gains tax liabilities. You should seek advice from your tax adviser about this risk.

You will retain the legal and beneficial ownership of the Financial Products we buy and sell on your behalf in accordance with the Conduit Capital MDA Investment Program.

OVERVIEW OF REGULATORY STRUCTURE AND THE INTERACTION OF KEY STAKEHOLDERS

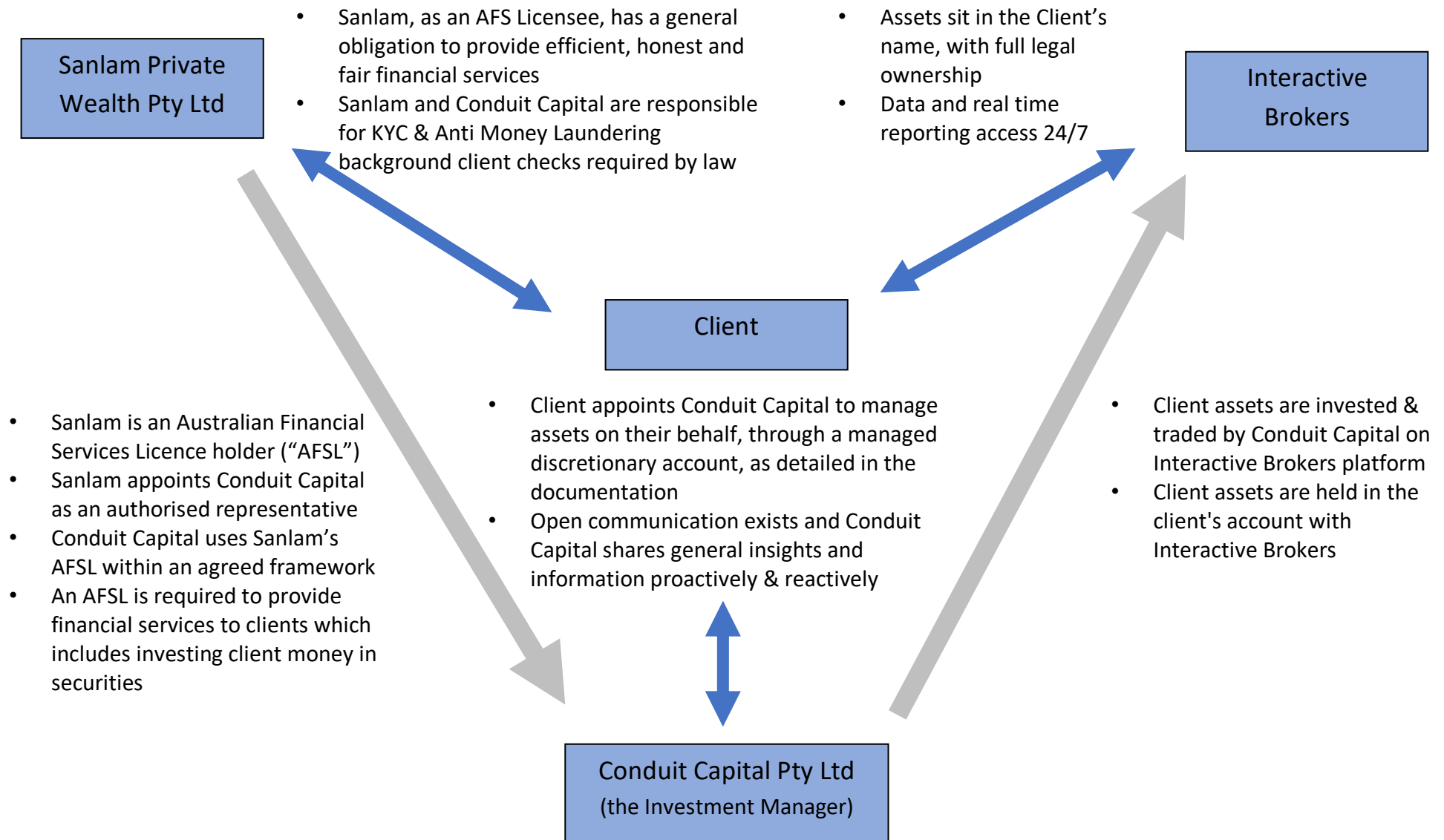


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TERMS AND CONDITIONS

1. General Terms

- 1.1 In this Agreement (which is made up of this document and Schedules and attachments to it), headings are for reference only, and references to the singular includes the plural and vice versa.
- 1.2 You agree to open a Managed Discretionary Account (MDA) with Sanlam Private Wealth Pty Ltd (*Sanlam, us, we, our*), which is to be used for the purposes of establishing and managing your MDA Portfolio, which are the investments and other assets or interests that make up your MDA from time to time. The authority Sanlam has on your behalf extends only to the funds invested in the MDA Portfolio, and does not relate to your other funds. An MDA means an account operated and managed on a discretionary basis on your behalf by Sanlam, subject to the scope of the discretionary authority given to us and the Conduit Capital MDA Investment Program.
- 1.3 Investment or trading decisions on behalf of your MDA may be made by Sanlam or any of our suitably qualified employees, authorised representatives, directors, officers, agents or contractors and transacted on your behalf without prior or later reference to you for authorisation of each transaction and as if you had given Sanlam those dealing instructions specifically and directly. Those dealings by Sanlam would be put into effect by the Investment Manager nominated by Sanlam named in Schedule 1 of this Agreement or as amended in writing from time to time.
- 1.4 We will act in accordance with the Conduit Capital MDA Investment Program.
- 1.5 Under the Agreement, Sanlam (in conjunction with the Investment Manager) must:
 - (a) act efficiently, honestly and fairly when providing MDA services to you, which includes the establishment, operation and management of your MDA;
 - (b) exercise the degree of care and diligence that a reasonable person would exercise if they were in Sanlam's position in providing the MDA services set out in this Agreement to you;
 - (c) act in your best interests and, if there is a conflict between Sanlam's and your interests, give priority to your interests;
 - (d) not use any information it has acquired through providing the MDA services set out in this Agreement to you to gain an improper advantage for itself or any other person or to cause detriment to your interests; and
 - (e) operate and manage your MDA discretely in its own right, and not collectively pool its holdings or funds with those of any other account(s).
- 1.6 Sanlam must comply with this Agreement and the Conduit Capital MDA Investment Program, unless otherwise agreed with you in writing.
- 1.7 All advice in relation to, and all dealings on behalf of, your MDA shall comply with the Relevant Laws. The Relevant Laws include:
 - (a) the Corporations Act 2001 (*The Act*) and ASIC Act 2001;
 - (b) the Financial Transaction Reports Act 1988;
 - (c) the regulations, customs and usages of any market(s) on which dealings occur;
 - (d) the Privacy Act 1988;
 - (e) the Anti-Money Laundering and Counter-Terrorism Financing Act 2006; and
 - (f) other relevant laws and regulations,

all of which govern the operation of our business of providing financial services and our client relationship with you.

- 1.8 You acknowledge you have had the opportunity to ask questions and ensure your understanding of this Agreement, including the Conduit Capital MDA Investment Program, before signing this Agreement.
- 1.9 If you are a natural person (i.e. an individual), you confirm you are at least 18 years of age, and legally competent to enter into this Agreement.
- 1.10 If you act as a trustee, you are bound in your capacity as trustee and personally.
- 1.11 If your MDA is in the name of more than one person (i.e. a joint-account), this Agreement binds each person named jointly and severally.

2. What are Sanlam's obligations to you?

2.1 Sanlam will:

- (a) act honestly in performing its obligations under this Agreement;
- (b) exercise the degree of care and diligence that a reasonable person would exercise if they were in our position in performing its obligations under this Agreement;
- (c) act in your best interests in providing MDA services to you and, if there is a conflict between your interests and our interests in providing MDA services, give priority to your interests;
- (d) have in place an adequate documented conflicts management procedure which allows us to identify actual or potential conflicts of interest, evaluate and assess those conflicts, and ensure that we act in your best interests, and prioritise your interests over ours;
- (e) not use information that we have through providing MDA services to you, to gain an improper advantage for ourselves or any other person or to cause detriment to you;
- (f) comply with the Investment Strategy, which is described in the Conduit Capital MDA Investment Program, unless otherwise agreed to in writing by you;
- (g) compensate you for any loss because of any act or omission of any agent or other person engaged in connection by us in accordance with this Agreement, except for an act or omission of an external MDA custodian or external MDA adviser or a person acting on behalf of either of them, as if the acts or omissions were our own acts or omissions. If we are acting or omitting to act within the rules set out by the Investment Strategy described in the Investment Program, and you suffer a loss (e.g. because share prices decline, or the sale of a share(s) triggers a tax liability) then we are not liable to you, and we will not compensate you for those losses;
- (h) ensure that your MDA Portfolio assets are not pooled with any other shares and are held separately from our assets;
- (i) not hold any of your assets as trustee or otherwise in our name;
- (j) not use any information we have received through providing MDA services to you to gain an improper advantage for ourselves, or anyone else, or cause you detriment; and
- (k) maintain a copy of this Agreement for at least 7 years after it is terminated.

3. Reporting

- 3.1 You have been given electronic access in accordance with clause 3.3.
- 3.2 You may request a report from us as to the status of your investments at any time.
- 3.3 You agree that we may give electronic access to you and any auditor chosen by us.

4. Discretionary & Other Authority

- 4.1 You authorise Sanlam to operate and manage your MDA within the scope of the discretionary authority you grant to us in accordance with clause 4.5 and to:
- (a) Provide the Third Party Service Provider with the information required to set up a bank or cash management account on your behalf. You acknowledge that the account will not be open until you complete the account opening forms;
 - (b) Deposit funds and withdraw funds to and from your bank account, and quote your bank account details when doing so;
 - (c) Provide your personal information, such as your tax file number, to other parties as may be required to operate the MDA.
- 4.2 By entering into this Agreement, you agree to give Sanlam the authority to operate your MDA in accordance with the discretion set out in this Agreement. Other than as required by law or set out in this Agreement (for example, in clause 4.3), we will not accept your instructions regarding our trading during the life of this Agreement.
- 4.3 You may provide written instructions to the Investment Manager by telephone or email. Sanlam and/ or the Investment Manager are entitled to rely and act on any instruction that purportedly comes from you or is purportedly authorised by you.
- 4.4 You agree to appoint us as your agent for the purposes of this Agreement, which reiterates clause 4.5 in order to enable us to direct the action of third-parties on your behalf for the purposes of operating and managing your MDA.
- 4.5 You agree:
- (a) to ratify any acts done by Sanlam in accordance with this Agreement;
 - (b) that any person or body corporate dealing with Sanlam for the purposes of your MDA may accept in good faith a written statement signed by Sanlam to the effect that this Agreement has not been revoked, as conclusive evidence;
 - (c) that Sanlam will exercise the discretionary authority you grant to us under this Agreement in accordance with the Conduit Capital MDA Investment Program;
 - (d) that this Agreement will remain in full force and effect until Sanlam revokes this Agreement or receives notice of your death or winding up or termination events specified in this Agreement, or of your termination of this Agreement. Your notice to us of termination or revocation of this Agreement must be in writing in accordance with clause 11;
 - (e) that Sanlam may enter into dealings or exercise authority on your behalf under this Agreement even if Sanlam or any associate of either benefits from the exercise of that authority.
- 4.6 The discretions granted to us will allow us to manage your portfolio assets subject to the limitations set out in the Conduit Capital MDA Investment Program.
- 4.7 Our discretion to trade on your behalf is unlimited. However, you may by written notice to us limit our trading of your MDA Portfolio assets by reference to the markets to be traded, cash size of each position, number and type of Financial Products traded per day, and other limitations as agreed in writing or by reference to the Conduit Capital MDA Investment Program, except that you cannot limit our discretion to trade on your behalf to merely the time or price at which transactions may be effected.
- 4.8 Our discretion under this Agreement will cease, and we undertake to terminate our powers under any limited power of attorney or other similar authorisation in relation to you, at the time of termination of this Agreement subject to any obligations on us to deal with your assets under clause 11.

5. What is our liability to you?

- 5.1 Subject to clause 9, we accept liability on behalf of the people engaged by us insofar as that conduct relates to the MDA service, and otherwise to the extent limited by law.

6. Minimum Investment

- 6.1 The minimum investment is \$100,000.
- 6.2 In entering into this Agreement, you agree to provide to us money or money's worth as specified in Clause 6.1 or any larger amount as agreed from time to time. You may give us money's worth by, for example, giving us access to and control of any assets for trading purposes. You will retain the legal ownership of these funds.

In the event you do not provide us with the sum, we may in our discretion:

- (a) request that you provide us with that sum of money or money's worth;
- (b) terminate this Agreement.

7. Additional contributions

- 7.1 During the course of this Agreement, you may make additional contributions of money or money's worth to your MDA, at any time by contacting us.

8. Right to retain Client funds and/or Assets

- 8.1 You acknowledge that subject to the Corporations Act, Sanlam may make a withdrawal or deduction from any moneys it is holding or managing for you:
- (a) the withdrawal or deduction is to make a payment to, or in accordance with your written directions; or
 - (b) the withdrawal or deduction is to make an investment on your behalf pursuant to this Agreement; or
 - (c) the withdrawal or deduction is to pay fees to Sanlam or any third parties under this Agreement.

9. What are your obligations under this Agreement?

- 9.1 You agree:
- (a) to sign or otherwise ratify acts performed, or decisions made by us, so that we can provide MDA services to you. This includes authorising us to follow the Investment Strategy;
 - (b) that we can write to any person and confirm that our authority to act under this Agreement has not been revoked, unless it has been revoked;
 - (c) that we will continue to provide MDA services to you until this Agreement is terminated by you or us. Termination can be made as set out at clause 11. Termination may occur sooner (at our discretion) if we receive notice of your death or winding up, insolvency (for companies) or bankruptcy (for individuals) under clause 11.4;
 - (d) that we can provide you with the MDA services even though we (and possibly our associates) benefit from providing the MDA service to you, subject to this Agreement;
 - (e) to indemnify us (subject to our obligation under any law, and our obligation to compensate you in certain circumstances set out elsewhere in this Agreement) for loss flowing from a breach of this Agreement by you, or by someone acting or purporting to act (whether with or without authority) on your behalf; and

- (f) to notify us of any change in your personal circumstances, contact details or any other matter which will materially affect this Agreement.

10. Corporate actions

- 10.1 You will retain legal ownership of these Financial Products. Accordingly, it is your obligation to fulfil any voting or other requirements which attach to these Financial Products (Corporate Actions) unless advised in writing otherwise.
- 10.2 By entering into this Agreement, you agree and acknowledge that decisions relating to the Corporate Actions you make are separate to the discretions which will be exercised by us under the Agreement.

11. Termination

- 11.1 Subject to you satisfying your obligations under this Agreement, termination will be effected no more than 2 business days upon receipt of written notice, which must include notice by email, by either party, or immediately in the event ASIC informs us we are not entitled to rely on an exemption relating to the MDA service. In the event you wish to terminate the Agreement, you should direct your notice to your Investment Manager whose contact details are included in Schedule 1 of this Agreement. We may terminate this Agreement immediately without notice if you are in default of any of your obligations under this Agreement.
- 11.2 In the event of termination, unless otherwise agreed in writing between the parties to this Agreement, we will give instructions to the Third Party Service Provider to close out all of your security holdings and any positions held in your account, but otherwise Sanlam and the Investment Manager will no longer exercise discretion in relation to the Financial Products stipulated in the Conduit Capital MDA Investment Program or any of your MDA Portfolio assets or otherwise under this Agreement. The discretion in relation to your Financial Products will revert to you.
- 11.3 Upon termination, we will use our best endeavours to remit funds within the normal ASX settlement cycle.
- 11.4 Termination may also occur at our discretion if we receive notice of your death or winding up, insolvency (for companies) or bankruptcy (for individuals).

12. Waiver, Variation & Miscellaneous Provisions

- 12.1 Waiver of any right under this Agreement or arising from a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the party granting the waiver.
- 12.2 A failure to exercise or partially exercise, or a delay in the exercise or partial exercise of, a right under this Agreement or arising from a breach of this Agreement or any other right, power, authority, discretion or remedy executed or arising on default under this Agreement does not result in a waiver of that right, power, authority, discretion or remedy.
- 12.3 This Agreement, including the Conduit Capital MDA Investment Program, may be revised or varied by the mutual consent of the parties in writing. The variation will take effect on and from the date agreed.
- 12.4 A variation will not affect any rights and obligations which remained undischarged prior to the variation.

- 12.5 Rights or obligations arising out of this Agreement are not assignable by you unless we provide our prior written consent.
- 12.6 Any clause of this Agreement which is void, illegal or unenforceable does not affect the validity, legality or enforceability of any other clause of this Agreement. The void, illegal or unenforceable clause may be severed from this Agreement without affecting the enforceability of the other clauses of this Agreement.
- 12.7 This Agreement is governed by the laws in force in the State of New South Wales and you agree to submit to the non-exclusive jurisdiction of the courts of the State of New South Wales.
- 12.8 Upon termination of this Agreement all monies owing by one party to the other shall become immediately due and payable and any rights or obligations of either party which existed prior to the termination shall not be affected.

13. Calculation of Fees

- 13.1 You must pay to us the fees as set out in Schedule 2. You agree that fees are due and payable as set out in Schedule 2. In the event a third party is required to collect unpaid amounts, you agree to pay all reasonable collection fees.
- 13.2 Fees are calculated as per Schedule 2.

14. Amendment to Fees

- 14.1 We will give you at least 30 days' prior notice in writing of an increase to the fees or charges under this Agreement.
- 14.2 In relation to a change that is not an increase in fees or charges, we will give you prior notice in writing of a material change.
- 14.3 The changes will take effect from the expiration of the notice period under clause 14.1 or 14.2 as the case may be and this Agreement will be deemed to be automatically amended in accordance with the notice.

15. Funding and Credit Arrangements with the Third Party Service Provider

- 15.1 You acknowledge that we are not a party to the funding and credit arrangements agreed between you and the Third Party Service Provider and therefore:
- (a) While we may request details of these arrangements we are under no obligation to make such enquiries; and
 - (b) We are entitled to assume that cash and Approved Securities to an amount equivalent to or greater than the margin obligations are available in your account with the Third Party Service Provider.

16. Payment of money

- 16.1 You will not deposit any money or property with us, including but without limiting the generality of the foregoing, any amount due for deposits, margins or commissions.
- 16.2 All money or property that you deposit under this Agreement shall be deposited with the Third Party Service Provider.

17. Additions to and Withdrawals from your Account

- 17.1 You may withdraw capital from your MDA account at any time. You shall promptly notify us, by telephone, email or facsimile of any such withdrawal, and shall to the extent feasible give us advance written notice of such withdrawal. You may add funds to the account at any time with our prior approval and shall promptly notify us of any such intended action.

Schedule 1: MDA Details

Investment Manager: Jack Dwyer
Authorised Representative No. 1282096

A Sub-Authorised Representative of

Conduit Capital Pty Ltd
Authorised Representative No. 1282095

Telephone: +61402576262

Address: Level 30, Australia Square
264 George St, Sydney NSW 2000

Email: jack@conduitcapital.co

Third Party Service Provider: Interactive Brokers LLC (AFSL No. 245574)

Interactive Brokers Australia Pty Ltd (AFSL No. 453554)

Schedule 2: Fee Table

Managed Discretionary Account Fees

The following table sets out the fees and costs for Sanlam's Wholesale MDA Service.

The Investor has a choice as to which fee structure they pick.

Type of fee or cost	Amount - Option 1	Amount - Option 2	How and when paid
<i>Management Fee</i> The fees and costs for managing your investment	0%	1.1% (incl. GST)	Payable in arrears on the last business day of the month. The Management Fee is calculated based on the balance of the account(s) at the end of the month where end of the month is the last business day of the month and accrues daily between such dates. It is deducted the following month. When you close your account, the Management Fee will be calculated on the balance of the account(s) at the closure date on pro-rata basis and deducted from the account prior to the account closure being processed and finalized.
<i>Performance Fee</i> The fee on new net profit within a month	22% (inc. GST)	11% (inc GST)	Payable in arrears on the last business day of the month. Performance Fees are payable in arrears on the last business day of the month and will accrue daily between such dates. It is deducted the following month. A performance fee is only generated when the MDA exceeds the return of the MSCI World Index (AUD). A High Water Mark is applied to the Performance fee to ensure that any negative performance is recouped before another Performance Fee is charged.
<i>Transaction Fees</i> The fees charged by the Third Party Service Provider for the provision of dealing services	Refer to section titled 'Transaction Fees' included below	Refer to section titled 'Transaction Fees' included below	Per transaction

Not less than thirty days notice will be given by Sanlam and/ or the Investment Manager to you of changes to the terms and conditions of the fees and charges set out under MDA Fees.

Transaction fees

As part of the MDA Service you will be charged Transaction Fees each time the Investment Manager trades on your behalf (ie. buys or sells a financial product for you).

Conduit Capital and Sanlam Private Wealth (through the Third Party Service Provider) will arrange for brokerage, commission or transaction fees to be debited from your account when a transaction has been completed in consideration for services rendered.

These costs will depend on the frequency of trading within the MDA, which is determined by the investment strategy included in the Conduit Capital MDA Investment Program.

Full details of brokerage, commission or transaction fees payable by you is outlined in the Client Agreement entered into between the Third Party Service Provider and you.

Remuneration or other benefits received by Sanlam's Representatives and Authorised Representatives

Directors, Employees and Representatives of Sanlam Private Wealth receive salaries, bonuses and other benefits from Sanlam.

The Investment Manager, as an Authorised Representative of Sanlam, may receive a portion of the MDA fee payable by you to Sanlam Private Wealth and a portion of the Transaction Fees paid to Sanlam Private Wealth by the Third Party Service Provider. The payment of such amounts to the Authorised Representative will be based on the Agreement entered into between Sanlam Private Wealth and the Authorised Representative. You authorise Sanlam Private Wealth to make these payments to the Authorised Representative.