

## SIX Agency Agreement Terms and Conditions

1. The Member authorises the Agent to sign, on behalf of the Member as the Member's agent, notices for the purpose of:
  - a) proposing resolutions under s249N or s252L of the Corporations Act 2001 (Cth), as appropriate (Notices); and
  - b) members' statements under s249P or s252N of the Corporations Act 2001 (Cth), as appropriate (Statements).
2. The Member authorises the Agent to put forward, amend, withdraw or otherwise vary Notices and Statements in accordance with the Agent's judgement and with the goal of achieving the best outcome in the Member's best interests. The Agent may negotiate with the Company about the resolutions and statements. The Agent may elect not to put forward any Notices or Statements in the ASX Entities.
3. Background and proposed Statements and Notices and any options and amendments considered and acted upon by the Agent are or will be made available on the Agent's website at [www.six-invest.com.au](http://www.six-invest.com.au). The Member acknowledges that they have read and understood this material as available to date and support the sentiment, contents and views expressed. Such materials are published solely for the benefit of Members, and will in no way affect the scope of the Member's authorisation of the Agent under clause 2. In particular, the Member's authorisation of the Agent under clause 2 is not conditional upon the publication of any materials on the Agent's website. The Member believes the proposed Statements and Notices are in the Members' best interests.
4. The Member will notify the Agent in writing as soon as practicable if they cease to maintain a holding of fully paid securities in any of the ASX Entities.
5. This Agreement is deemed to be made and valid at the time it is accepted online or otherwise signed by the Member and shall remain of full force and effect until terminated in accordance with clause 6 below (the Term). This Agreement is valid only for actions with respect to Notices and Statements for Annual General Meetings (AGMs) for ASX Entities held during the Term.
6. Either Party may terminate this Agreement at any time by providing notice in writing to the other Party. This Agreement will be valid for any Notices and Statements put forth prior to such termination.
7. By entering into this Agreement, the Member benefits from the Agent's expertise in seeking to improve the corporate governance and ESG performance of the ASX Entities. In exchange, this supports the Agent's objectives to improve corporate governance and ESG performance of listed companies. Each Party acknowledges that it has entered into this Agreement for good and valuable consideration.
8. The Member acknowledges that the Agent may:

- a) provide information about the Member to the ASX Entities; and
  - b) seek additional information from the Member (or signing party) to verify the Member's security holdings in the ASX Entities.
9. A person may rely in good faith on a statement in writing by the Agent that its appointment pursuant to this Agreement has not been revoked as conclusive evidence of that fact. Any person (including without limitation any registration authority in Australia or elsewhere) dealing with the Agent, is:
- a) entitled to rely on execution of any document relating to Notices and Statements by the Agent as conclusive evidence that:
    - i. the agency appointment has come into effect and has not been revoked; and
    - ii. the right or power being exercised or being purported to be exercised is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power; and
  - b) not required to make any enquiries in respect of the above matters.
10. By online acceptance or signature of this Agreement, the Member (or signatory acting on behalf of the Member) acknowledges that:
- a) it is the Member, or is otherwise duly authorised to act on behalf of the Member;
  - b) it is entering into a legally binding agency agreement;
  - c) it has read and understood and accept the terms of this agreement;
  - d) it agrees to receive electronic correspondence from the Agent in relation to the subject matter of this Agreement;
  - e) electronic acceptance of this Agreement has the same effect as if each Party had signed a hardcopy version of the Agreement; and
  - f) to the extent you wish to accept this agreement electronically, it expressly consents to acceptance, other than by signature on hardcopy, in accordance with applicable laws, including s 9(1) of the Electronic Transactions (NSW) Act 2000, the Electronic Transactions (ACT) Act 2001 or other state equivalents.
11. This Agreement may, upon receipt by the Agent of a request from the Member (insofar as the change relates to the Member), be amended to reflect changes to items such as the e-mail or postal address of the Member or Agent, Member security holdings and the last 3 digits of the HIN/SRN. To the extent that any such request for amendment is received verbally from the Member, the Agent will provide the Member with a written confirmation of such request.
12. This Agreement may further be amended by agreement between the Parties in a manner desirable in the view of the Agent to facilitate lodgement of Notices and Statements (for example, following changes to corporations or agency law or practice).
13. To the extent that a Party is required to provide any notice, information or other communication in writing in terms of this Agreement, such requirement shall be deemed to be met if a Party provides such notice by means of electronic mail to the email address nominated by the other Party upon conclusion of this Agreement.

#### 14. Definitions

**Agent** means any and all of Sustainable Investment Exchange Pty Ltd and its Directors and employees.

**Companies** means the companies selected by you when electronically accepting the terms of this Agreement.

**Corporations Act** means the *Corporations Act 2001* (Cth).