

## Managed Discretionary Account Agreement

This agreement is made by:

- 1. Limberg Asset Management Pty Limited** (ACN 059 058 427) of Suite 3.06, 56 Delhi Road, North Ryde NSW 2113 (**Limberg Asset Management**); and

The person or persons identified in the execution clause of the accompanying Application Form as Client (**Client**).

It is agreed as follows:

### 1. Authorisation

- 1.1** The terms of this agreement apply to the Discretionary Account and all transactions between Limberg Asset Management and Client in respect of that account. This agreement arises upon acceptance of the Application Form by Limberg Asset Management.
- 1.2** Client authorises Limberg Asset Management to operate and to manage the Discretionary Account at Limberg Asset Management' discretion, including, without limitation, the discretionary dealing in financial products by Limberg Asset Management on behalf of Client, subject only to any written instructions set out in a Statement of Advice (**SoA**) signed by or on behalf of Client or as later given (in writing) to Limberg Asset Management by Client.
- 1.3** Client authorises Limberg Asset Management to open a Cash Management Account in the name of the client. All securities will be held in Client's name and with Client's own Holder Identification Number (**HIN**).

### 2. Appointment

- 2.1** Client appoints Limberg Asset Management as the agent of Client and Limberg Asset Management accepts the appointment for the purposes of dealing in financial products (including Derivatives) and other financial products on the terms set out in this agreement.
- 2.2** Subject to the terms of this agreement, Client authorises Limberg Asset Management, in operating the Discretionary Account, to deal in financial products on behalf of Client at the absolute discretion of Limberg Asset Management and without any prior approval from, or consultation with, Client.
- 2.3** Without limiting clause 2.2, Client authorises Limberg Asset Management:

- (a) to deal at the discretion of Limberg Asset Management and to execute all transfers and assurances and other documents necessary for such transactions;
- (b) to give instructions on holding financial products bought or acquired in accordance with this agreement, and any interest, dividend or other income accruing in respect of those financial products and any documents of title to them in safe custody, in any case only to the extent consistent with the financial products being held in the name of Client pursuant to a sponsored or non-sponsored holding in the name of Client;
- (c) to discharge, to pay, to meet or otherwise to settle all obligations and liabilities in respect of or in connection with, the financial products comprised in the Discretionary Account including making any margin payments or payments of instalments required in respect of the financial products held by or for Client; and
- (d) to do all such things as Limberg Asset Management considers necessary or prudent in order to give effect to this agreement, to deal in any Financial Product or to comply with any obligations (statutory, contractual, fiduciary or otherwise) imposed upon Limberg Asset Management or imposed on Client by the Market Rules, including to appoint officers and agents to perform its services and to deal with and report to regulators and Client's other agents and representatives.

### 3. Client acknowledgments

- 3.1** Client acknowledges and agrees that:
  - (a) Limberg Asset Management does not assure, guarantee or represent to Client that any particular investment performance will be achieved, that the capital invested by Client will be maintained or that any particular investment or trading strategy will obtain assured outcomes or meet any performance criteria.
  - (b) The discretionary trading of financial products is speculative and carries with it the risk of loss of some or the entire amount traded and that the liability of Client is not necessarily limited to the balance of the Discretionary Account but may include the full liability of Client

- arising from initially trading on margin accounts.
- (c) Limberg Asset Management is authorised, in operating the Discretionary Account, to deal in financial products on behalf of Client, without any prior approval from, or consultation with, Client in respect of the purchase or sale of financial products, including their exercise or roll-over.
  - (d) Past performance of any strategy or investment approach is not a guarantee, assurance or representation of future success, whether regarding discretionary accounts of any kind, any investment or trading strategy or any service or investment.
  - (e) Dealing in financial products involves the risk of substantial loss as well as the prospect of profit. This risk includes but is not limited to the risks set out in the SoA.
  - (f) Income (if any) earned for the Discretionary Account may be irregular and the timing of that income might not suit the requirements of Client. Income earned outside of Australia may be subject to tax laws applying in those other jurisdictions, including obligations on the payer to make withholdings or to disclose information to tax or other authorities. Income earned in other currencies may fluctuate in unrealised value until converted into Australian currency, and any exchange in currencies may incur fees, reducing the amount available to Client.
  - (g) Limberg Asset Management will not be responsible for any loss or liability incurred by Client if Limberg Asset Management acts or refrains to act within the discretionary terms authorised by Client, or if any dealing or proposed dealing is interrupted, unable to be completed or unable to take place due to the failure of any telephone, computer or other electronic service or any other third party act or omission.
  - (h) Unless specifically stated otherwise in the SoA, Limberg Asset Management is not obliged to exercise any right or other benefit attached to or granted to a holder of any financial products held for Client in the Discretionary Account (including, but not limited to, voting rights, participation in rights issues, share purchase plans, buy backs, takeover offers or schemes of arrangement) and will not be liable for failure or delay in exercising any of those rights on behalf of Client.
  - (i) Limberg Asset Management will not be responsible for any loss or liability incurred by Client in relation to taxation of any investment, payment, dealing or right associated with the Discretionary Account, including any fine, penalty or interest charge.
  - (j) Limberg Asset Management, another customer of Limberg Asset Management or a director, secretary, officer, representative, employee or consultant of Limberg Asset Management may be the counterparty to a transaction executed on behalf of Client by Limberg Asset Management in operating the Discretionary Account, or to a transaction in similar financial products or their derivatives, at or near the time of the transaction for Client, and may take an opposite position or one which is contrary to or different from the transaction for Client. Limberg Asset Management may, on its own account or on behalf of other clients, take opposite positions in respect of certain financial products to those taken by Limberg Asset Management in operating the Discretionary Account.
  - (k) Limberg Asset Management has given to Client the FSG.
  - (l) Limberg Asset Management is not obliged to accept any Client's application for a Discretionary Account.
  - (m) If Client is a body corporate, Client acknowledges that Limberg Asset Management may at any time require a guarantee or indemnity (or both) from all or any one of Client's Directors in such form as Limberg Asset Management may reasonably require relating to Client's obligations under these arrangements (whether arising before or after the date of execution of the guarantee or indemnity). Failure to provide such a guarantee or indemnity within the time reasonably requested by Limberg Asset Management may lead to Limberg Asset Management terminating this agreement.
  - (n) Limberg Asset Management does not provide custodial or depository services to clients.
- 3.2** Limberg Asset Management has made enquiries and has been given Client's financial position, investment objectives and particular needs and accordingly Limberg Asset Management' general or personal advice is based on the information provided by Client, including:
- (a) assessing whether Client would be a suitable investor by way of a Discretionary Account;
  - (b) assessing whether this agreement is suitable for Client; and

- (c) if appropriate, whether providing services to Client is appropriate to it having regard to its financial needs, circumstances and objectives.
- 3.3** Limberg Asset Management has complete discretion to invest to achieve Client's objectives (as set out in the SoA). In exercising its discretion, Limberg Asset Management might expose Client to a range of risks including risk associated with changes in economic cycles, interest rates, investor sentiment and political, social, technological and legal factors as well as changes in a company's management or its business environment as described. These risks may affect the value of Client's funds and the return which Client receives from these funds in the Discretionary Account.
- 3.4** The Discretionary Account might not be suitable for Client if Client has provided to Limberg Asset Management limited or inaccurate information relating Client's relevant personal circumstances or it may cease to be suitable if Client's circumstances change from time to time.
- 4. Limberg Asset Management undertakings**
- 4.1** Limberg Asset Management undertakes to Client that it will:
- (a) act honestly in operating and managing the Discretionary Account;
  - (b) exercise the degree of care and diligence that a reasonable person would exercise if they were in Limberg Asset Management position in managing the Discretionary Account to Client;
  - (c) act in the best interests of Client, and if there is a conflict of interests between the interests of Client and Limberg Asset Management' duties or other aspects of its services to Client or Limberg Asset Management' own interests, give priority to Client's interests;
  - (d) not use information which Limberg Asset Management has gained through managing the Discretionary Account for Client to gain an improper advantage to Limberg Asset Management or any other person or cause detriment to the client;
  - (e) comply with:
    - (i) the conditions of the Class Order that apply to Limberg Asset Management notwithstanding any other term of this agreement which is inconsistent with the Class Order;
    - (ii) the investment program (see clause 5);
    - (iii) any representation about how Limberg Asset Management will manage the Discretionary Account
- included in the FSG given to the client, unless otherwise agreed with Client in writing.
- (f) compensate Client for any loss because of any act or omission of any agent or other person engaged in connection with the service of providing the Discretionary Account, other than an external custodian (broker, bank or Cash Management Account provider) or a person acting on their behalf, as if the acts or omissions were acts or omissions of Limberg Asset Management.
- 4.2** Client's circumstances, financial position, risk tolerance and investment objectives will be reviewed as required by the SoA from time to time.
- 5. Investment program**
- 5.1** The investment program agreed with Client is as set out in the SoA, as amended or replaced from time to time. That investment program is incorporated into this agreement as though it were attached to this agreement.
- 6. Client warranties**
- 6.1** Client warrants and represents to Limberg Asset Management that:
- (a) Client has the power to enter into and to perform this agreement.
  - (b) Client is not under any legal impediment or other impairment which makes, or could make, the terms of this agreement void, voidable or unenforceable.
  - (c) Client is not insolvent, under any form of external administration nor has Client agreed to make a settlement assignment or compromise with its creditors.
  - (d) Client has disclosed all relevant information to Limberg Asset Management to allow Limberg Asset Management to perform to the best of its ability its duties under this agreement.
  - (e) All of the statements made by Client in the application form for this agreement and the Discretionary Account is true and correct and not misleading or deceptive.
  - (f) Client has carefully considered the advantages and disadvantages of entering into this agreement and has concluded that the discretionary trading of financial products pursuant to this agreement is a suitable for Client.
  - (g) Client has obtained all advisable or necessary independent advice for the purpose of deciding whether to enter into this agreement.

- 6.2** If Client is a trustee, Client warrants in its personal capacity:
- (a) the trust has been duly constituted and is validly existing in compliance with all applicable laws and its trust deed has been duly executed and duly stamped, in each case in accordance with the laws of each State and Territory of Australia;
  - (b) the trust deed and its constituent documents give it power to carry on all of the business activities now conducted by it in any capacity and to enter into and comply with its obligations under, and to carry on the transactions contemplated by, this agreement;
  - (c) all necessary resolutions have been duly passed and all consents have been obtained and all other procedural matters have been attended to as required by the trust deed, any other document or any law for the entry into, observance and performance by it of its obligations under this agreement;
  - (d) each of its obligations under, and the transactions contemplated by, this agreement constitutes binding obligations and is completely and lawfully enforceable against it and the trust's property in accordance with their terms;
  - (e) nothing done under this agreement or any instructions given by Client is or will be a breach of any trust;
  - (f) that the assets of the relevant trust are, and at all relevant times will be, sufficient and available to the trustee in that capacity to discharge Client's obligations and liabilities under this agreement;
  - (g) it is the only trustee of the trust;
  - (h) no property of the trust has been re-settled, set aside or transferred to any other trust or settlement;
  - (i) the trust has not been terminated, nor has the date or any event for the vesting of the trust's property in its beneficiaries occurred;
  - (j) no determination has been made to distribute the trust's property on a date which is earlier than the latest date under the trust deed by which the trust's property must be distributed;
  - (k) there is no conflict of interest on the trustee's part in entering into this agreement and performing its obligations under it;
  - (l) it has an unrestricted right to be fully indemnified or exonerated out of the trust's property in respect of any losses or liabilities incurred by it as

trustee and the trust's property is sufficient to satisfy that right of indemnity or exoneration; and

- (m) it has complied with its obligations in connection with the trust.

**6.3** Each warranty by Client in this clause or elsewhere in this agreement is deemed to be repeated on each day that this agreement subsists.

## **7. Account information, reports and confirmations**

**7.1** Limberg Asset Management will, as and when required by the Corporations Act, provide Client with confirmations of transactions into which Limberg Asset Management enters on behalf of Client. If Limberg Asset Management passes on an order to another broker or dealer, the rules governing the fulfilment of that order may affect who is responsible for issuing Client with a Confirmation and accordingly if a confirmation is sent by another person to Client, Limberg Asset Management will not send its own confirmation unless required by law.

**7.2** Client authorises Limberg Asset Management to send any confirmation to Client by electronic means. If Client separately agrees to access an electronic account access service, Client consents to the extent permissible by law that such access will be sufficient performance by Limberg Asset Management in respect of confirmations, account reporting and record keeping and accordingly unless required by law, confirmations will not be sent to Client but the transaction information will be substantially accessible by Client through electronic access to account information. (Nothing in this clause is to be construed as limiting the obligations of Limberg Asset Management which by law Limberg Asset Management may not contract to the contrary).

**7.3** Limberg Asset Management will prepare and forward to Client and annual Report for the year ending 30 June within three months of the end of that particular year setting out:

- (a) a summary of the Discretionary Account transactions during that year;
- (b) an Auditor's Report; and
- (c) either a SoA or a statement that the SoA has been given to Client.

**7.4** Limberg Asset Management will either:

- (a) prepare and forward to Client within one month after the end of the Quarter a report setting out:
  - (i) particulars of all Discretionary Account transaction for the Quarter;
  - (ii) particulars of and a reasonable valuation of each asset in the

funds at the end of the Quarter;

- (iii) the total value of the assets and liabilities as at the beginning and the end of the Quarter; and
- (iv) all the Discretionary Account revenue and expenses for the Quarter.

- (b) At Limberg Asset Management' election (until otherwise instructed by Client) provide the above information by electronic access to the information on a substantially continuous basis instead of being given quarterly reports.

**7.5** If Client has provided Limberg Asset Management with an electronic address (for Client or a representative of Client), Client authorises Limberg Asset Management to send confirmations or other correspondence electronically to that address unless and until Client varies in writing those instructions.

**7.6** Limberg Asset Management may keep a copy of all records associated with Discretionary Account, and will forward any originals to Client from time to time.

## **8. Client information**

**8.1** Limberg Asset Management will maintain a record which will include the following information:

- (a) the date on which the Discretionary Account was opened;
- (b) the name and address of Client;
- (c) the date of Client's written authorization;
- (d) Client's account number(s); and
- (e) any qualifications, limitations or other Client directions as to the disposition of the Discretionary Account.

**8.2** Client undertakes to provide Limberg Asset Management on request with any documents, instructions or information, including "personal and financial" information and "company details", reasonably required by Limberg Asset Management to enable it to perform its obligations under this agreement or imposed by law or the Market Rules and warrants that such information will be accurate, complete and up to date. Client undertakes to keep Limberg Asset Management informed in writing of changes to that information which are material to the performance by Limberg Asset Management of its duties.

## **9. Privacy**

**9.1** Limberg Asset Management will collect personal information from Client when

Limberg Asset Management receives this agreement from Client.

**9.2** Client acknowledges that:

- (a) the personal information that Client provides to Limberg Asset Management will be used for the primary purpose of operating the Discretionary Account and making dealing in certain financial products on behalf of Client and for corresponding with Client in respect of the operation of the Discretionary Account including the provision of reports and confirmations;
- (b) if Client does not supply Limberg Asset Management with all the information it needs, Limberg Asset Management may be unable to operate the Discretionary Account effectively and to correspond with Client; and
- (c) Limberg Asset Management may disclose Client's personal information to:
  - (i) any third party that Limberg Asset Management engages to provide services such as administration, reporting, technology, auditing, mailing or printing services;
  - (ii) government bodies and the Exchange when and to the extent required by law or the Market Rules; and
  - (iii) any professional advisers to Limberg Asset Management (including legal and accounting firms, auditors and advisers to Limberg Asset Management).

**9.3** Client may request in writing access to the personal information about Client that Limberg Asset Management holds and that request will be assessed in accordance with the National Privacy Principles.

## **10. Fees**

**10.1** In consideration for the services provided by Limberg Asset Management under this agreement, Client agrees to pay to Limberg Asset Management the fees specified in the SoA (or, if not specified there, in the FSG) or other authorisation in writing, as may later be varied in accordance with this agreement or in writing agreed by Client.

**10.2** Limberg Asset Management may deduct from the Discretionary Account any fees or amounts owing to it without notice to Client.

**10.3** Limberg Asset Management may vary its fees at its discretion by giving not less than 10 Business Days' written notice sent to Client.

**10.4** Limberg Asset Management may be entitled to fees, commissions or payments from other brokers or clearing parties engaged for Client or from other persons, on the basis of services or introductions by Limberg Asset Management. Limberg Asset Management will advise Client of those fees if and when they arise from time to time and upon request but no later than the time required by law.

**10.5** Client will bear the responsibility for all stamp duty and other government charges in relation to any dealing on the Discretionary Account.

## **11. Management of client property and account**

**11.1** Client agrees that Limberg Asset Management may deposit cash balances arising from the operation of the Discretionary Account into the Cash Management Account and deal with any profits, dividends and interest as being funds to be used for the purposes of dealing in financial products arising from operating the Discretionary Account in the Cash Management Account to be held in Client's name.

**11.2** Limberg Asset Management agrees that, unless authorised by Client, Limberg Asset Management may not use any funds in existing Limberg Asset Management account that is used by Client for non-discretionary advisory trading activities, to discharge, to pay, to meet or otherwise to settle all obligations and liabilities in respect of or in connection with, the financial products comprised in the Discretionary Account including making any margin payments or transfers between the client accounts.

## **12. Termination of authority**

**12.1** Discretionary dealing on behalf of Client will remain authorised until terminated on the earlier of:

- (a) by Client giving Limberg Asset Management at least 10 Business Days' written notice withdrawing Limberg Asset Management' authority to manage the Discretionary Account under Limberg Asset Management' discretion;
- (b) by either party by giving 20 Business Days' notice in writing to the other, without needing any reason for that;
- (c) at any time on written notice by a party who has previously given the other party 5 Business Days' written notice requesting remedy of a specified material term of this agreement, and that breach was not remedied to the satisfaction of the notifying party within that time; and
- (d) at any time by written agreement of both parties.

**12.2** The date on which the termination takes effect or, if not specified, the last day of the notice period is referred to in this clause as the *Termination Date*.

**12.3** Termination and notice of termination will not prejudice any rights or obligations which may have accrued to either party before the date of giving that notice.

**12.4** If Client has given adequate and reasonable instructions regarding management of the investments and liabilities accruing to the Discretionary Account as from at least immediately after the Termination Date (if not before), then Limberg Asset Management must follow and implement those instructions. To the extent Limberg Asset Management has not received adequate and reasonable instructions regarding management or closure of the Discretionary Account by the end of the Termination Date, Limberg Asset Management:

- (a) may sell any financial products held, liquidate all open positions in the Discretionary Account or discharge liabilities and obligations and deposit the proceeds less any applicable fees into the cash management trust account held for discretionary trading, or, if Client does not have such an account, into the Trust Account; and
- (b) is no longer required to undertake any further discretionary dealing and, in particular, will not be obliged to take any act or to refrain from acting notwithstanding notice of any thing which might affect the Discretionary Account unless instructed by Client to undertake such action.

## **13. Regulations**

**13.1** Client agrees that all transactions made on or in connection with the Discretionary Account will be subject to the Regulations.

**13.2** To the extent that any term of this agreement is inconsistent with the Regulations, the Regulations will prevail despite any inconsistency with this agreement.

## **14. Limitation of liability and indemnity**

**14.1** Client acknowledges and agrees that:

- (a) to the extent permitted by law, Limberg Asset Management accepts no liability whatever for any loss suffered by Client as a result of dealing in financial products (except to the extent of fraud, negligence or breach by Limberg Asset Management or its authorised representatives) or reasons beyond Limberg Asset Management' reasonable control including legislative change, change in administration or interpretation of

any law (including regulations and including tax law and regulations), nationalisation, acts of war or terrorism, riots, strikes, currency fluctuations or a failure in any technology;

- (b) Limberg Asset Management does not assure the repayment of capital or the performance of the portfolio of the Discretionary Account or make any representation concerning either of those matters;
- (c) Client will remain liable for all transactions on the Discretionary Account carried out by Limberg Asset Management within the terms of this agreement;
- (d) To the extent the limitations of liability or disclaimers of liability of Limberg Asset Management by this agreement are not permitted by law, the liability of Limberg Asset Management for a breach of a term including a warranty is limited to supplying the services again or the payment of the cost of having the services supplied again.

**14.2** Client forever indemnifies Limberg Asset Management against any actions, claims, demands, proceedings costs, damages, expenses, liabilities and losses (including reasonable legal costs on a solicitor and client basis) paid, suffered or incurred by Limberg Asset Management directly or indirectly as a result of undertaking Client's instructions or acting within Limberg Asset Management's authority in respect of any dealings in financial products, as a result of operating the Discretionary Account within the terms of this agreement or of any failure by Client to comply with these terms except to the extent prohibited by law or to the extent of Limberg Asset Management's fraud, breach or negligence.

## **15. Complaints**

**15.1** In accordance with the Regulations, Limberg Asset Management has internal dispute resolution procedures. A copy of these procedures may be obtained by contacting Limberg Asset Management and requesting a copy.

## **16. Further assurances**

Each party must do everything necessary or reasonably required to give effect to the intentions of the parties as expressed in this agreement.

## **17. Governing law**

This agreement will be governed by and construed under the laws in force in the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

## **18. Waiver**

Failure or neglect by Limberg Asset Management to enforce any of the provisions of this agreement will not be construed as, nor will be deemed to be, a waiver of Limberg Asset Management's rights under this agreement nor in any way affect the validity of the whole or any part of this agreement nor prejudice Limberg Asset Management's rights to take subsequent action.

## **19. Invalidity**

Even if a part of this agreement is for any reason invalid or unenforceable, the remaining portion remains in full effect as if each party has signed this agreement without the invalid portion.

## **20. Assignment**

Client may not assign this agreement.

## **21. Taxes**

Client will be liable to pay or reimburse Limberg Asset Management for any taxes or duties on or relating to this agreement (other than in respect of the general income tax on Limberg Asset Management).

## **22. Whole agreement**

This agreement (including the application form):

- (a) record the entire agreement between the parties; and
- (b) supersede all previous negotiations, understandings or agreements, whether wholly or partly written or not.

## **23. Variation**

A variation of this agreement is only binding if each party first signs a written agreement setting out the modification. The SoA may be varied by an additional SOA or a replacement or new SoA, in any case, without referring to amending this agreement.

## **24. Interpretation**

### **24.1** Definitions

The following words have these meanings in this agreement:

**Auditor's Report** means a report of a registered company auditor in accordance with the Class Order.

**Business Days** has the same meaning as in the Market Rules.

**Cash Management Account** means an account set up in Client's name under or

pursuant to this agreement to receive dividends and interest and to hold funds that are not invested.

**Class Order** means Class Order 04/194 issued by Australian Securities Commission, as that class order is from time to time varied or replaced.

**Corporations Act** means the Corporations Act 2001 (Commonwealth) and all regulations made under it (in any case, as amended or varied by any Class Order issued by Australian Securities and Investments Commission).

**deal** means to trade, to deal in, to buy, to sell and to acquire open positions or to close out open positions in respect of financial products including the making of any payments or satisfying any liabilities in respect of financial products (including making any margin payments) and **dealing** has a corresponding meaning.

**Discretionary Account** means the account to be operated by Limberg Asset Management on behalf of Client with discretion given to Limberg Asset Management pursuant to this agreement.

**Exchange** means the relevant authorised, regulated market on which the particular financial products are traded, issued or dealt with for Client under this agreement.

**financial products** has the same meaning as in the Corporations Act and includes other securities, commodities, financial investments or instruments or their derivatives which Client agrees to trade with or through Limberg Asset Management by virtue of this agreement.

**FSG** means the financial services guide of Limberg Asset Management as given to Client for the Discretionary Account.

**Market Rules** means the business, market or operating rules of the Exchange, including the clearing and settlement rules when applicable.

**Quarter** means a quarter of a calendar year ending on 31 March, 30 June, 30 September or 31 December.

**Register** means the register maintained in respect of the Discretionary Account in accordance with this agreement in any form determined by Limberg Asset Management.

**Regulations** means the provisions of the Corporations Act and regulations made under it, Market Rules and other relevant legislation regulating the Discretionary Account or Limberg Asset Management in operating the Discretionary Account as amended from time to time.

## 24.2 Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to this agreement or document means this agreement and includes any variation or replacement of it;
- (b) a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
- (c) the singular includes the plural number and *vice versa*;
- (d) a reference to a gender includes a reference to each gender;
- (e) the word person includes a firm, corporation, body corporate, unincorporated association or a governmental authority;
- (f) a reference to a "person" includes a reference to the person's legal personal representatives, successors, liquidators, trustees in bankruptcy and other external administrators, and permitted assignees;
- (g) an agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them or any one or more of them together and separately;
- (h) a reference to a party means a person who is named as a party to, and is bound to observe the provisions of, this agreement;
- (i) "includes" means includes but without limitation;
- (j) if a word or phrase is given a defined meaning in this agreement, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- (k) a heading to a clause or other provision of this agreement is for reference only and is not to be used for interpreting this agreement; and
- (l) a reference to an act includes an omission and a reference to doing an act includes executing a document.