



**SYNDEX EXCHANGE
("SYNDEX")**

**ACCOUNT HOLDER RULES
Version 1.7 (July 2015)**

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1. RULES

- 1.1 The Syndex Exchange Account Holder Rules, read alongside the Policies and Procedures (together, "**the Rules**") set out the terms and conditions on which we offer to make the Syndex Exchange ("**Exchange**") available to you as an Account Holder.
- 1.2 You agree to use the Exchange in accordance with the Rules, which may vary from time to time.

2. COMMENCEMENT

- 2.1 The Rules apply to Account Holders on and from the date on which you open an account with us. By opening an account with us you have agreed to be bound by the Rules. The Rules shall continue in effect until your account is terminated in accordance with section 21.
- 2.2 We reserve the right to change the limits on your activity and / or functionality in the Exchange at any time and you shall comply with any such limits we impose.

3. TERMS OF USE

- 3.1 You acknowledge and agree that when using the Exchange, you will be subject to, and must comply with, the Rules.

4. FEES

- 4.1 Fees payable by Account Holders for use of the Exchange will be published by us from time to time on www.syndex.exchange
- 4.2 Fees are due and payable by Account Holders prior to the commencement of Unit trading or administration and are not refundable.
- 4.3 Account Holders are liable for any and all fees incurred as a result of any use of the Exchange through their username and password whether or not use was authorised by the Account Holder.
- 4.4 In addition to the Fees, you will pay to us or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, withholding or similar taxes payable under the Rules so that after payment of such taxes the amount we receive is not less than the Fees. You shall hold us harmless from all claims and liability arising from your failure to pay any such taxes, including penalties, interest, duties, tariffs or charges.

5. AUTHORISED PERSON

- 5.1 If you are an Account Holder and are a company or other corporate entity you shall, or where you are a natural person you may, appoint an Authorised Person to exercise and fulfil your rights and obligations under the Rules once you have opened an account in the Exchange.
- 5.2 Authorised Persons must register separately on the Exchange. The Account Holder will authorise the Authorised Person's access to and operation of their account by selecting the relevant options on the Exchange when they open an Account or elect to appoint an Authorised Person.

- 5.3 It is the Account Holder's responsibility to ensure that any Authorised Person complies with the Rules and all relevant laws. As Account Holder you agree, without limiting our other rights and remedies, that you are responsible and liable for the Authorised Persons' access to, and use of, the Exchange, including any fraudulent or negligent acts or omissions of your Authorised Persons or their breach of any of the Rules.
- 5.4 Whenever an Authorised Person operates your account, you warrant to us that:
- (a) the Authorised Person is authorised to give us instructions on your behalf;
 - (b) the Authorised Person shall comply with these Rules;
 - (c) the Authorised Person shall use the account only on your behalf;
 - (d) any details an Authorised Person gives us are correct; and
 - (e) you will personally indemnify us against any costs or losses of any kind, which we may suffer as a result of any failure by an Authorised Person to comply with the Rules.
- 5.5 We may continue to act on the instructions of an Authorised Person until such time that you revoke their authorisation by selecting the relevant options on the Exchange.

6. **BUYING AND SELLING UNITS**

- 6.1 Account Holders may list their interest in selling some or all of their Units on the Exchange.
- 6.2 Account Holders who are able to buy Units of the type offered for sale will be able to view such listings.
- 6.3 An Account Holder ("**Buyer**") may communicate interest to an Account Holder who is a seller ("**Seller**") of Units by selecting the relevant options on the Exchange.
- 6.4 A Buyer may purchase Units listed for sale by making a bid for all or some of the Units to the Seller. A bid may be made by the Buyer issuing a Contract Note to the Seller for the number of Units the Buyer wishes to acquire and which shall set out the price which the Buyer agrees to pay for the Units.
- 6.5 The Seller may accept a bid by accepting in full and without amendment the Contract Note issued by the Buyer.
- 6.6 A Contract Note issued by a Buyer shall remain open for acceptance until the expiry of the Contract Note Acceptance Period. If a Contract Note has not been accepted in full and without amendment before the end of the Contract Note Acceptance Period the offer contained in the Contract Note shall be deemed to have expired.
- 6.7 If a Seller accepts a Contract Note in full and without amendment before the expiration of the Contract Note Acceptance Period then such acceptance shall constitute an enforceable agreement between the Seller and the Buyer for the sale and purchase of the Units identified in the Contract Note and the Buyer and the Seller must conclude the transaction as agreed in accordance with the Rules and the terms and conditions of the Proportionally-Owned Investment Entity in which the transfer of Units has occurred. The Buyer and Seller shall then complete settlement of the sale and purchase of the Units specified in the Contract Note on the Settlement Date.

- 6.8 In completing settlement on the Settlement Date;
- (a) the Seller shall undertake whatever action is necessary in accordance with the terms of the Proportionally-Owned Investment Entity concerned, including without limitation the execution of a transfer for the Units, to ensure that the Seller can pass a good and clear title to the Units, the subject of the Contract Note, to the Buyer; and
 - (b) the Buyer shall pay the purchase price for the Units as specified in the Contract Note in cleared funds and in one lump sum, time being of the essence.
- 6.9 You acknowledge and agree that:
- (a) we are not engaged in the purchase or sale, or service as a broker or agent in respect of any purchase or sale, of any Units;
 - (b) the Buyer is responsible for conducting their own due diligence regarding the Units before entering into any transaction; and
 - (c) we have no control over, or involvement in, the terms of any sale of Units on the Exchange, including any request for information or negotiations, and all such sale transactions are conducted by the Buyer and the Seller at their own risk.

7. LEGAL TITLE TO UNITS

- 7.1 Despite anything in the Rules, you acknowledge and agree that other than our commitment to operate the Exchange in accordance with Good Industry Practice we do not in any way guarantee legal title to the Units and you rely on any information obtained through the Exchange at your own risk. For the avoidance of doubt, we are under no obligation to verify or otherwise enquire into the validity of, or legal title to, the Units.

8. SUSPENSION AND CANCELLATION

- 8.1 We may temporarily suspend your access to the Exchange and/or your ability to deal with any Units in dispute ("**Disputed Units**") if we form a belief that:
- (a) you have failed to comply with the Rules;
 - (b) you have failed to comply with any request by us in relation to your use of the Exchange;
 - (c) any Units listed by or on your behalf are reasonably suspected to be erroneously or fraudulently created or be listed illegally;
 - (d) any Units listed by or on your behalf are the subject of, or become the subject of, a Dispute concerning such Units being listed fraudulently or in error;
 - (e) you, or the Principal for whom you act as Agent, is reasonably suspected not to have full legal and/or beneficial legal title to any Units listed in an account;
 - (f) any Units listed by or on your behalf are the subject of, or become the subject of, a Dispute, other than to an issue of erroneous listing;

- (g) you have attempted to list on any exchange or any other kind of trading, market or introductory platform;
 - (h) where you are acting as an Authorised Person, any authorisation to act in that capacity has been revoked by the Account Holder;
 - (i) without limitation you are a broker or financial advisor that is not registered or in good standing with the regulatory body responsible for regulating brokers and advisers in a jurisdiction we believe applicable to your activities;
 - (j) you are in breach of the terms set out in the Policies and Procedures;
 - (k) you are holding Units on behalf of individuals in contravention of the terms of the Rules; or
 - (l) you are otherwise acting in a way that may bring the Exchange or us into disrepute.
- 8.2 While your access to the Exchange and/or account is temporarily suspended, you will have no right to access the Exchange and/or your account(s) or to deal with any listed Units in the Exchange and any instruction by you to us to list, record the transfer of Units in the Exchange will be declined.
- 8.3 When we form a belief in accordance with clause 8.1 in addition to the rights available to us under clause 8.2, we may at any time make a notation in the Exchange indicating the temporary suspension and indicating the Disputed Units.
- 8.4 On notification by us of temporary suspension, you will have 10 Working Days to show cause in writing as to why you should not be permanently suspended from the Exchange.
- 8.5 If within the 10 Working Day period, you fail, to our satisfaction, to show cause, we may exercise one or more of the following rights:
- (a) permanently suspend you from the Exchange;
 - (b) close your account(s) in the Exchange (in which case the provisions of section 8 shall apply);
 - (c) transfer any or all of your Units (including the Disputed Units (if any)) into a Suspension Account; and/or
 - (d) terminate the Agreement in relation to your use under clause 21.1(b).
- 8.6 For the avoidance of doubt, in the event that a listing or a transaction on the Exchange is found to be fraudulent or illegal, we reserve the right to refer the matter to the appropriate governmental and legal authorities.
- 9. CLOSING AN ACCOUNT**
- 9.1 If you have no Units registered in an account, you may close that account at any time by providing 20 Working Days' notice in writing to us or as otherwise set out in the Policies and Procedures. For the avoidance of doubt, other than any ability we may have to close an account under these Rules, an account cannot be closed where the account still registers Units.

9.2 If you have no Units registered in an account, we may close that account following five years of inactivity. For the avoidance of doubt, an account will be inactive if it is not being used for the buying and selling of Units.

10. ACKNOWLEDGEMENTS

10.1 You acknowledge and agree that:

- (a) we may not give you access to the Exchange until we are satisfied with the information you provide in opening an account. You acknowledge that we may in our sole discretion request any additional information in relation to your account as we may require at any time;
- (b) you are responsible for obtaining and properly using any computer equipment, software and communications services necessary to use the Exchange and you are solely responsible for any damage to computer systems or loss of data that may result from your access to the Exchange;
- (c) we do not warrant or represent that the Exchange software is free of bugs or errors;
- (d) you are responsible for keeping confidential your username and password used to access the Exchange. You must immediately notify us in writing and change your password if you believe the confidentiality of the username and password is or has been compromised;
- (e) the information contained in the Exchange is derived from information supplied by various sources and you acknowledge and agree that we do not represent or make any warranty in respect of the accuracy, reliability and/or completeness of information contained in the Exchange;
- (f) we have the authority and power to update information in relation to your account(s) and any listed Units, without your authorisation;
- (g) any issues or Disputes that may arise between Account Holders on the Exchange or between Account Holder(s), an Issuer or a third party (including without limitation any issues or Disputes relating to validity of Proportionally-Owned Investment Entity information, transactions in Units, in the Exchange or ownership of or any security or proprietary interest in Units in the Exchange) shall be addressed between such Account Holders, the Issuer, or the third party, and we shall have no obligations or liability in respect of such issues or Disputes;
- (h) we have the authority and power to reverse any transaction or transfer of Units upon instruction from an Issuer or Settlement Exchange without your authorisation. If a transaction or transfer of Units is reversed, we will be entitled to charge a reasonable administration fee for attending to such reversal and you acknowledge you have no claim against us for any remedy relating to any such reversal or for the return or refund of any administration fee we may have charged; and
- (i) you must instruct us to correct any incorrect or inaccurate information held in the Exchange and inform us in writing of any changes to that information, as soon as reasonably possible.

11. SYNDEX OBLIGATIONS

- 11.1 We shall use all reasonable endeavours to perform our obligations under the Rules in accordance with Good Industry Practice.
- 11.2 We will use all reasonable endeavours to ensure that the Exchange is available to you for access at all times during the operation of the Exchange.
- 11.3 We are not responsible for the content, availability or reliability of websites that are linked to the Exchange.
- 11.4 We have the right to engage affiliates, agents, suppliers or subcontractors in the provision of the Exchange and any ancillary services.
- 11.5 We may, at our discretion, link the Exchange to registries under existing trading platforms or Settlement Exchange. We are not responsible for the content, availability or reliability of such other registries, trading platforms or systems linked to the Exchange.

12. INTELLECTUAL PROPERTY

- 12.1 Each party acknowledges and agrees that, except for the rights expressly provided for in the Rules and any rights otherwise agreed upon between the parties, no party shall acquire any rights, title, licence or other interest in or to any pre-existing Intellectual Property Rights of any other party including without limitation any tools and any methodologies used by the parties in the performance of the Rules.
- 12.2 Other than with our written permission, reproduction of part or all of the contents in any form of the Exchange is prohibited, unless for the Account Holder's use. The permission to copy by an individual does not allow for contents to be copied and shared with third parties, or for incorporation of material or any part of it in any work or publication, whether in hard copy, electronic, or any other form.
- 12.3 Unless otherwise noted, all materials in the Exchange are protected as Intellectual Property Rights owned by us or by other parties that have licensed their material to us.
- 12.4 We reserve the right to utilise, manipulate and publish anonymised and/or aggregated data and/or data or products from the Exchange in any form, for any purpose, and for any fee that we determine in our sole discretion. For the avoidance of doubt, the Intellectual Property Rights in the foregoing derived, anonymised and/or aggregated data shall be owned by us.
- 12.5 Except as expressly permitted, you shall not use our trademarks, trade names or service marks in any manner, without our prior written consent. You shall not refer to us, the Exchange or the Exchange website in your public relations, press releases, marketing or sales efforts without our prior written consent.

13. PRIVACY AUTHORISATIONS

- 13.1 You authorise us to collect, hold and use information about you ("**Information**") for the purposes of:
 - (a) opening, operating, administering and maintaining your account on the Exchange and any products or services provided to you by us or our related companies (whether incorporated in New Zealand or elsewhere);

- (b) confirming your identity and address, for example, electronically matching information with identification information in third party databases;
 - (c) providing you with the use of, and information about, any other of our products and services and products and services of our related companies (whether incorporated or constituted in New Zealand or elsewhere);
 - (d) both us or our related companies (whether incorporated or constituted in New Zealand or elsewhere) complying with regulatory and other requirements for example liquidity requirements;
 - (e) managing your relationship with us so, for example, we can respond to your queries;
 - (f) monitoring and screening your accounts, products and services for anti-money laundering and countering financing of terrorism purposes and for fraud and crime detection purposes; and
 - (g) conducting market research, data processing and statistical analysis.
- 13.2 You authorise us to obtain, and retain, information about you from our related companies (whether incorporated or constituted in New Zealand or elsewhere) for the above purposes.
- 13.3 You agree that the Information may be given to:
- (a) our related companies (whether incorporated or constituted in New Zealand or elsewhere) that provide services to, or for us;
 - (b) our agents and other third parties (whether in New Zealand or overseas) that provide services to, or for us;
 - (c) any other applicable or replacement registry, Financial Markets Authority and New Zealand and Australian registries where we are required to do so under the rules or regulations applying to that party;
 - (d) the police, certain governmental agencies or other financial institutions where we reasonably believe that disclosure will assist the investigation, detection or prevention of fraud or other criminal offences or where we are required by law;
 - (e) credit reporting agencies, other credit providers and debt collecting agencies;
 - (f) research firms engaged by us to carry out customer surveys and conduct market research; and
 - (g) any other party authorised by you.
- 13.4 You further authorise the release to us of any information held by credit reporting agencies and credit providers and authorise us to disclose information held about you to credit reporting agencies and our customers, when they use our credit reporting services, for the purpose of monitoring your on-going creditworthiness.
- 13.5 Your information will be collected and held by us on the Exchange. You have rights of access to, and correction of any personal information (as defined in the Privacy Act 1993) held by us.

14. CONFIDENTIALITY

- 14.1 For the purposes of this section 14, "Confidential Information" means all information provided by one party to another party in accordance with the provisions of the Rules, including but not limited to, information concerning the business and affairs of a party and its affiliates and customers, any analysis, information, pricing or other information related to any underlying Units or transactions, and any listing or account information.
- 14.2 Except as otherwise provided in the Rules, or with the other party's prior written consent, the Confidential Information will be kept secure, private and confidential by the recipient.
- 14.3 The parties may reveal the Confidential Information to their employees, agents, contractors, representatives, affiliates and advisers who need to know the Confidential Information and who are aware of the confidentiality obligations set out in this section 14.
- 14.4 Both parties will keep confidential any Confidential Information disclosed to them pursuant to the Rules using the same security measures and standard of care that they would apply to safeguard their own Confidential Information.
- 14.5 Where an Agreement is terminated, and subject to any applicable regulatory or legal requirements, the Confidential Information will be returned to the party that provided such Confidential Information promptly upon request.
- 14.6 The obligations of the parties under this section 14 shall not apply to any Confidential Information that:
- (a) is known to, or in the possession of, the receiving party prior to the disclosure of that Confidential Information;
 - (b) is or becomes publicly known otherwise than pursuant to breach of the Rules;
 - (c) is required to be disclosed by:
 - (i) any relevant authority under any law, authority, administrative guidelines, directive, request or policy, whether or not having force of law; or
 - (ii) any stock exchange on which a party to the Rules or its affiliates are listed;
 - (d) is required to be disclosed to the administrator of a database, Unit, Settlement Exchange, and/or trading platform in order to enable the issuance of Units or in accordance with the rules of the registry, Settlement Exchange, or trading platform;
 - (e) is required to be disclosed to the relevant parties in order to facilitate the transfer of Units; or
 - (f) is aggregated together with other information in the Exchange so that an individual Account Holder cannot be identified or linked to such information.

15. WARRANTIES AND REPRESENTATIONS

- 15.1 You warrant and represent that, from the date you open an account on the Exchange:
- (a) you have, and your Agent (if any) has, and will until the sale of Units continue to have, in accordance with the Rules, the right to deal with any Units listed by you

without any restriction and you have not sold, transferred, assigned, licensed, disposed of, granted or otherwise created any interest or encumbrance in or agreed to sell, assign, license, dispose of, grant or otherwise create any interest or encumbrance in the Units other than as contemplated under the Rules;

- (b) if you intend to transfer your Units you will only transfer them to another Account Holder;
- (c) no claim has been made by any third person to be entitled to an interest in any Units;
- (d) you have the power and authority to enter into and perform your obligations under the Rules and have obtained all necessary approvals to do so;
- (e) any information provided to us by you, or any third party on your behalf, is current, true, accurate and correct. You will inform us in writing as soon as you become aware of any changes to that information;
- (f) you will use the Exchange for lawful purposes only and in a manner that does not infringe our rights or the rights of any third party;
- (g) unless you are an Agent, as is required to be disclosed under the Rules, you will not hold Units for other individuals in any of your accounts;
- (h) you will maintain the security of any username and password at all times;
- (i) you are not insolvent or bankrupt and have no knowledge of any impending insolvency or bankruptcy;
- (j) you will follow all policies and instructions applying to your use of the Exchange, including but not limited to the Rules;
- (k) where you provide information to us electronically or otherwise interact with the Exchange, you warrant that in doing so, you will not interfere with or disrupt the operation of the Exchange (or its underlying software);
- (l) neither you are, or if you are an Agent, the Principal you act for is, an "overseas person" as defined in the Overseas Investment Act 2005;
- (m) you will not undertake any action that may in any way bring us into disrepute; and
- (n) you comply with all other relevant laws.

16. **DISCLAIMERS**

16.1 We:

- (a) do not represent or warrant that you will be able to use any Units listed in the Exchange for compliance with any regulatory requirements, statutory obligations or with any other applicable laws or schemes. You must make, and rely upon, your own enquiries;

- (b) do not represent or warrant the accuracy, reliability, completeness, currency or continuous supply of information contained in the Exchange, including but not limited to the existence or ownership of any Units; and
 - (c) expressly disclaim any and all warranties, express or implied, to the extent permitted by law.
- 16.2 We are not responsible for any damage to any computer systems or loss of any data that may result from access to the Exchange.

17. **LIMITATION OF LIABILITY**

- 17.1 You agree that the Exchange is provided on an "AS IS" basis and that, to the maximum extent allowed by law, except as unambiguously and expressly set forth in the Rules, neither we, or our affiliates or any third party data provider or vendor makes any representation, warranty, condition, undertaking or term, whether express, implied or statutory, regarding or relating to the Exchange (including their maintenance and support) or any of the data, documentation, or materials provided or made available to you on the Exchange, or www.syndex.exchange or under the Rules and you acknowledge that you have not relied upon any warranty, guarantee or representation (express or implied) made by us, or our affiliates or any third party data provider or vendor, except the representations made by us specifically set forth in the Rules.
- 17.2 We shall not be liable to you or any third party, whether in contract (including under any indemnity), in tort (including negligence), under a warranty (express or implied), under statute or otherwise, in respect of any loss or damage suffered by you or any third party arising in respect of, or in connection with (i) any inaccuracy, error or omission, regardless of cause, in the Exchange (including any data contained in the Exchange); or (ii) any advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action (or inaction) of you or third party, made or taken in reliance of, or based on, the use of the Exchange (including any data contained in the Exchange or www.syndex.exchange); or (iii) the matters set out below:
- (a) any use of the Exchange by you, your authorised representative or a third party;
 - (b) you relying upon any advice, report or information provided by us or contained in the Exchange or www.syndex.exchange;
 - (c) any claim by any third party against any act or omission by you;
 - (d) any imperfection, invalidity or defect of any kind with respect to any Unit, including in relation to the legal title of Units or any claims related to the use or characteristics of Units;
 - (e) you entering into any contracts, agreements or arrangements with third parties in reliance on representations made by us;
 - (f) any third party who gains authorised or unauthorised access to or otherwise makes use of the Exchange through your username and password;
 - (g) any changes in market conditions;
 - (h) any technical problems with our computer hardware or software; or

(i) any breach by you of any part of the Rules.

17.3 We shall not be liable to you or any third party under any circumstances arising in contract (including under any indemnity), in tort (including negligence), under any warranty (express or implied) under statute or otherwise in each case for any indirect, incidental, exemplary, special or consequential punitive losses or damages arising under the Rules, including loss of profits, regardless of whether such damages could have been foreseen or prevented.

18. INDEMNITY

18.1 To the extent permissible by law, you indemnify and hold harmless, us and our employees, agents and representatives from and against all proceedings, actions, claims, demands, losses (including any decrease in the value of the Units, whether or not realised), liabilities, damages, costs and expenses which may be made or brought against or suffered or incurred by us and our employees, agents or representatives, and arising directly or indirectly out of or in connection with the Rules, including without limitation:

- (a) any inaccuracy of a representation or breach of a warranty made;
- (b) any claim by any third party as a result of fraud or an absence of legal title to the Units;
- (c) any claim regarding the use, dealing with or the cancellation of a Unit;
- (d) any information provided to us;
- (e) any use by us or any third party of any information supplied to us;
- (f) any third party who gains authorised or unauthorised access to or otherwise makes use of the Exchange through your username and password; and
- (g) any breach of the Rules.

18.2 The indemnities in clause 18.1 are:

- (a) continuing obligations of the parties, separate and independent from their other obligations and survive the termination of the Rules; and
- (b) absolute, unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party giving the indemnity.

18.3 It is not necessary for a party to incur any expense or make payment before enforcing a right of indemnity under the Rules.

19. DISPUTE RESOLUTION

19.1 Either you or us may commence negotiations to resolve any Dispute arising in connection with the use of the Exchange by giving the other party written notice of any Dispute not resolved in the normal course of business.

19.2 The parties will attempt in good faith to resolve any Dispute promptly by negotiation.

19.3 If the parties are unable to resolve a Dispute, Syndex is registered with Financial Services Complaints Limited, a dispute resolution scheme approved under the Financial Service

Providers (Registration and Dispute Resolution) Act 2008 and you are able to discuss the matter with them. Their contact details are:

Financial Services Complaints Limited
4th Floor
101 Lambton Quay
PO Box 5967
Wellington
New Zealand

Telephone: 0800 347 257 or (04) 472 3725

Fax: (04) 472 3728

19.4 Nothing in this section will prevent either party from having recourse to a court of competent jurisdiction.

20. **FORCE MAJEURE**

20.1 A party will not be liable for any failure or delay in the performance of its obligations under the Rules if that failure or delay is due to a Force Majeure.

20.2 Any party who is, by reason of Force Majeure, unable to perform any obligation or condition under the Rules must notify the other party in writing as soon as possible specifying:

- (a) the cause and extent of such non-performance;
- (b) the date of commencement of non-performance; and
- (c) the means proposed to be adopted to remedy or abate the Force Majeure.

20.3 A party who is, by reason of Force Majeure, unable to perform any obligation or condition under the Rules must:

- (a) use all commercially reasonable endeavours to remedy the Force Majeure as quickly as possible;
- (b) resume performance as quickly as possible after cessation of the Force Majeure; and
- (c) notify the other party in writing when the Force Majeure has ended.

21. **TERMINATION**

21.1 An Account Holder, or Authorised Person, if acting on your behalf, as Principal, may terminate the Agreement:

- (a) at any time by giving, 20 Working Days' notice if the following criteria are met:
 - (i) the Account Holder has no Unit holdings; and
 - (ii) all outstanding Fees and other amounts payable under the Rules have been paid in full; or

- (b) in the event of a breach of any of the Rules (where the breach is capable of being remedied) and that breach has not been remedied within 20 Working Days after receipt of written notice thereof.

21.2 Despite clause 21.1 we may terminate the Agreement immediately.

21.3 If the Agreement is terminated, any provision which contemplates performance or observance subsequent to any termination or expiration of the Rules will survive any termination or expiration of the Rules and continue in full force and effect, including, but not limited to the following provisions: this clause 21.3, section 4 (Fees), section 6 (Buying and Selling Units), section 9 (Closing an Account), section 12 (Intellectual Property), section 14 (Confidentiality), section 17 (Limitation of Liability), section 18 (Indemnity), and section 23 (General).

22. VARIATION

22.1 We may, at our sole discretion, vary the Rules from time to time. Any such variation is binding on you and takes effect from the time the amendments to the Rules are made available for viewing on www.syndex.exchange.

22.2 It is your responsibility to check www.syndex.exchange from time to time in relation to such amendments. Where a modification to the Rules is considered by us to be material, we will, as soon as reasonably practicable, notify you of such modifications by placing a notice to this effect on www.syndex.exchange or by such other means as we may determine.

23. GENERAL

Notices

23.1 Any notice, request, demand or other communication may be sent to your postal, facsimile, or electronic address last notified to us and the notice, request, demand or other communication shall be taken to have been received by you:

- (a) when sent by email, one hour after it has been sent;
- (b) when sent by facsimile transmission, when it has been sent;
- (c) when sent by mail 3 Working Days after we sent it; or
- (d) when delivered, on the day of delivery.

23.2 Any notice, request, demand or other communication that you send to us is taken to have been received by us when we receive it.

Rights Cumulative

23.3 The rights, remedies and powers of the parties under the Rules are cumulative and do not exclude any other rights, remedies or powers.

Assignment

23.4 You may not assign, novate or otherwise transfer or dispose of your rights or obligations under the Rules without our prior written consent (such consent not to be unreasonably withheld).

23.5 We may assign, novate, dispose of or otherwise transfer our rights or obligations under the Rules to:

- (a) any of our related companies; or
- (b) any other entity that may acquire us or the Exchange Business and/or our assets or the Exchange Business;

at any time without your written consent. Where we exercise our rights under this clause 23.5, the Rules will continue between you and the entity to whom we have assigned or novated or otherwise disposed of or transferred our rights, in accordance with the Rules.

Third Parties

23.6 No third party shall have any right under the Contracts (Privity) Act 1982, or equivalent legislation or law in any relevant jurisdiction, to enforce any provision of the Rules.

Relationship Between the Parties

23.7 Nothing in the Rules will be taken to create a relationship between the parties of agency, joint venture, fiduciary relationship, partnership or other joint undertaking.

Severance

23.8 If any part of any of the Rules is found to be illegal, void or unenforceable under any enactment or rule of law or as found by a court, arbitrator or other authority of competent jurisdiction then that provision or part shall to that extent be deemed not to form part of the Rules and the remaining parts of the Rules shall continue in full force and effect to apply as if the illegal, void or unenforceable part had never existed.

Waiver

23.9 No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing

Governing Law

23.10 These Rules are governed by and construed according to the current laws of New Zealand. The parties submit to the exclusive jurisdiction of the courts residing in New Zealand for the purposes of determining any Dispute arising out of these Rules or the transactions contemplated by them.

24. INTERPRETATION

Definitions

24.1 In the Rules, unless the context otherwise requires capitalised terms shall have the meaning set out opposite them:

"Account Holder"	you and any other person or Agent who holds Units or who has opened an account with us for the purpose of acquiring and/or holding Units.
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"Authorised Person"	where the Account Holder is a corporate entity, an officer or employee of yours, who in each case is from time to time verified to us by you under section 5 of the Rules as being authorised to access and use the Exchange on your behalf, and where you are a natural person any other person verified us under section 5 of the Rules as being authorised from time to time to access and use the Exchange on your behalf.
"Agent"	a person who uses the Exchange in a capacity as an agent or representative of any kind on behalf of a Principal for the purposes of utilising the Exchange services.
"Agreement"	the agreement entered into between you and us, which includes the Rules.
"Contract Note"	the form of agreement for sale and purchase of units as provided in the Policies and Procedures.
"Contract Note Acceptance Period"	the period of <i>one Working Day</i> after the date on which the Contract Note is delivered by the Buyer.
"Dispute"	any disagreement, claim, allegation, concerning the generation, creation, ownership, issuance, validity, legality or registration of any Units that may arise between you and any third party including us, or any disagreement, claim or allegation arising in connection with the Rules.
"Exchange"	a reference to Syndex's website infrastructure that hosts all the Financial Product Markets offered by Syndex and to which Participants have access for the purposes of listing, buying and selling interests in proportionally-owned investments.
"Exchange Business"	the business of providing registry services for the Exchange.
"Fees"	the fees payable for use of the as published on www.syndex.exchange .
"Financial Product Market"	a reference to the various exchanges that are offered on the Exchange for the purpose of buying and selling Units in Proportionally-Owned Investment Entities. The exchanges are differentiated by the type of asset(s) that the Proportionally-Owned Investment Entity holds. An example of a financial product market would be the market for Units held in property syndicates or shares held in private companies.
"Force Majeure"	<p>an event or circumstance that:</p> <ul style="list-style-type: none"> (a) was unforeseeable as at the date of the Rules; (b) is unavoidable; and

(c) cannot reasonably be overcome by a party affected by it,

and includes, without limitation, fire, flood, earthquake, epidemic, war, riot and martial law.

"Good Industry Practice"	in relation to any particular circumstances, the degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a reasonably skilled and experienced provider of equivalent services and/or data of a similar type to that provided pursuant to this Agreement under the same or similar circumstances and conducted in accordance with all applicable laws, rules and regulations.
"Intellectual Property Rights"	all rights in any patent, copyright, database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights owned, used, or intended to be used, by a party whether or not registered, registrable or patentable.
"Issuer"	the entity responsible for the Proportionally-Owned Investment Entity in which Account Holders may hold a proportional interest. An example would be a company that offers issued shares or a property syndicator that offers units issued by a property syndicate.
"Listed Entity"	the Proportionally-Owned Investment Entity in which Account Holders hold a proportional interest. The entity could be a syndicate, a company, a limited partnership or any other proportionally-owned investment vehicle.
"Manager"	the individual or entity appointed by authorised representatives of a Listed Entity to manage the day-to-day affairs of the Listed Entity.
"Policies and Procedures"	the policies and procedures of the Exchange which we may set from time to time and being any material that may be made available by us on www.syndex.exchange designated as the policies and procedures, as may be updated from time to time.
"Principal"	the beneficial account owner who wishes to utilise the Exchange services.

"Proportionally-Owned Investment Entity"	an investment in which a number of investors hold an interest in proportion to the monetary investment that they have made. An example would be shares in a company or units in a property syndicate.
"Rules"	the terms and conditions contained in the Syndex Exchange Account Holder Rules and the Policies and Procedures, as updated and modified by us from time to time.
"Settlement Date"	in relation to a transfer of Units, that date which is 5 Working Days after the date the Contract Note has been accepted by the Seller.
"Settlement Exchange"	an exchange, clearing house, central counterparty, custodian or other settlement system (as determined by us) that acts on settlement instructions to settle transactions.
"Suspension Account"	an account in the Exchange that units are transferred into as the result of one of the following reasons: (i) Units that have, in our reasonable opinion, been abandoned by the account holder; (ii) Units in the account or account owners which are subject to an investigation by the police, regulatory or governmental bodies; or (iii) the account has payment in arrears of greater than 70 Working Days.
"Syndex"	Syndex Limited and any subsidiary or affiliate that may provide registry services and operate the Exchange for or on our behalf.
"Syndicate"	a regulated or non-regulated property or real estate ownership scheme in which investors hold shares or units in a property investment.
"Unit(s)"	each individual unit relating to an interest in a Proportionally-Owned Investment Entity and eligible to be listed on the Exchange as determined by us.
"Working Days"	any day other than a Saturday or a Sunday or a public holiday on which registered trading banks are open for business in Auckland, commencing at 8.30am and ending at 5.00pm.

24.2 In the Rules:

- (a) unless the context otherwise requires references to:
- (i) "we", "us", and "our" refer to the Exchange and Syndex, and related companies (as defined in section 2(3) of the Companies Act 1993); and
 - (ii) "you", "your" and "yourself" are references to, where relevant, the Account Holder or Authorised Person, as the case may be;

- (b) words implying natural persons include trusts, deceased estates, companies, incorporated societies, partnerships and unincorporated entities;
- (c) a reference to a party includes the party's administrators, successors and permitted assigns;
- (d) words in plural include the singular and vice versa;
- (e) headings are inserted for convenience only and will be ignored in construing the Rules;
- (f) references to legislation include statutory regulations, rules, orders or instruments made pursuant to that legislation and any amendments, re-enactments, or replacements; and
- (g) expressions referring to writing will be construed as including references to words printed, typewritten, produced by facsimile or by email or otherwise traced, copied or reproduced.