**Agency Agreement**

**Date: …………………………………..**

**Parties:**

Ms Brynn O’Brien, Australasian Centre for Corporate Responsibility, GPO Box 1596 Canberra, ACT,2601 **(Agent)**

Ms Emma Batchelor, Australasian Centre for Corporate Responsibility, GPO Box 1596 Canberra, ACT,2601 **(Agent)**

Ms Freya Newman, Australasian Centre for Corporate Responsibility, GPO Box 1596 Canberra, ACT,2601 **(Agent)**

Ms Dhakshayini Sooriyakumaran, Australasian Centre for Corporate Responsibility, GPO Box 1596 Canberra, ACT,2601 **(Agent)**

…………………………………………………………………………………………. **(Member)** of

…………………………………………………………………………………………………………

…………………………………………………………………………………... [member’s address]

……………………………………………………………………………. [member’s email address]

using the HIN/SRN ending in the 3 digits: …………………. ; (**together The Parties**)

**Shares held by the Member:**

At the date of this Agreement the Member holds at least one ordinary share in the following ASX listed companies:

|  |  |  |  |
| --- | --- | --- | --- |
| AGL Energy Ltd, ticker AGL | □ | Rio Tinto Ltd, ticker Rio, | □ |
| AMP, ticker AMP | □ | Santos, ticker STO; | □ |
| Australia and New Zealand Banking Group, ticker ANZ | □ | Scentre Group, ticker SCG | □ |
| BHP Billiton, ticker BHP | □ | Suncorp Group, ticker SUN | □ |
| Brambles, ticker BXB | □ | Telstra Corporation, ticker TLS | □ |
| Commonwealth Bank of Australia, ticker CBA | □ | Transurban Group, ticker TCL | □ |
| Coles, ticker COL | □ | Westpac Banking Corporation, ticker WBC | □ |
| CSL, ticker CSL | □ | Wesfarmers, ticker WES | □ |
| Insurance Australia Group, ticker IAG | □ | Westfield Corporation, ticker WF D | □ |
| Macquarie Group, ticker MQG | □ | Woodside Petroleum, ticker WPL | □ |
| National Australia Bank, ticker NAB | □ | Woolworths, ticker WOW | □ |
| Origin Energy, ticker ORG | □ |  |  |
| QBE Insurance Group, ticker QBE | □ |  |  |

Other Shares

…………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………

**(ASX Companies)**

**Terms**

1. The Member authorises each Agent individually to sign, on behalf of the Member as the Member's agent, notices for the purpose of proposing resolutions under s249N of the Corporations Act 2001 (Cth) (Notices) and members' statements under s249P of the Corporations Act 2001 (Cth) (Statements). The Notices and Statements relate to the ASX Companies.
2. The Member authorises the Agent to put forward, amend, withdraw or otherwise vary Notices and Statements in accordance with the Agent's judgment and with the goal of improving the corporate governance of the ASX Companies. The Agent may elect not to put forward any Notices or Statements in the ASX Companies.
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 at [www.accr.org.au.](http://www.accr.org.au/) The Member acknowledges he or she has read and understood this material as available to date and supports the sentiment, contents and views expressed.
4. The Member will notify the Agent in writing as soon as practicable if it ceases to maintain a holding of ordinary shares in any one of the ASX Companies. The Agent or the Member can cancel this agreement at any time in writing. This Agreement will be valid for any Notices and Statements if those Notices and Statements were put forth prior to cancellation.
5. This Agreement is deemed to be made and valid at the time it is accepted online by the Member or otherwise signed. The Agreement is valid only for actions with respect to Notices and Statements for Annual General Meetings (AGM's) for ASX Companies held after the date this agency agreement was made, and until 31 March 2022.
6. Subject to clause 5 of this Agreement, an Agent’s appointment under this Agreement terminates when that Agent receives notice of revocation from the Member or in the event the Agent ceases to be an employee or officer of the Australasian Centre for Corporate Responsibility.
7. By entering into this Agreement the Member benefits from the Agent's expertise in seeking to improve the corporate governance of the ASX Companies. In exchange the Agent can support the Australasian Centre for Corporate Responsibility's objectives to improve corporate governance of listed companies.
8. The Member acknowledges that the Agent:
   * 1. may provide information about the Member to the ASX Companies; and
     2. may seek additional information from the Member (or signing party) to verify the Member's shareholdings in the ASX Companies.
9. A person may rely in good faith on a statement in writing by an Agent that the Agent's appointment 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 or a person purporting to be an Agent under this document, is:
   1. entitled to rely on execution of any document by that person as conclusive evidence that:

i) the agency appointment has come into effect;

ii) the agency appointment has not been revoked; and

iii) 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.

1. The Member (or signing party) (**You**) acknowledge that:
   1. You are the Member, or you are otherwise duly authorised to act on behalf of the Member;
   2. You are entering into a legally binding agency agreement;
   3. You have read and understood and accept the terms of this agreement;
   4. You agree to receive electronic correspondence from the ACCR;
   5. Your acceptance has the same effect as if You had signed a hardcopy version of the agency agreement;
   6. You expressly consent to acceptance, other than by signature on hardcopy, in accord with any relevant law including s 9(1) of the Electronic Transactions (Victoria) Act 2000 or other state equivalents;

11 The Parties agree that this Agency Agreement can be renewed for a further

term of not more than three (3) years upon receipt by your Agent of your verbal

or electronic instruction.

12 You agree that this Agency Agreement may, upon receipt by Your Agent of your

verbal or electronic request, be amended to reflect changes to items such as to

your email or physical address, your Agents’ postal address, your

shareholdings, the last 3 digits of the HIN/SRN. You agree that this Agency

Agreement may also, upon receipt by Your Agent of Your verbal or electronic

request, be amended (for example, following changes to corporations or

agency law or practice) in a manner desirable in the view of Your Agent to

facilitate lodgement of resolutions and statements.

Agreed to by the Member

……………………………………………………………………………………… [ Signature(s) of Member ]

…………………………………………………………………………………... [Printed Name(s) of Member]

Agreed to by Brynn O’Brien

Agreed to by Emma Batchelor

Agreed to by Freya Newman

Agreed to by Dhakshayini Sooriyakumaran