



FEESMART PARTICIPATION RULES

1. Cashcard Australia Limited (**Cashcard**) shall not apply a direct charge a Participant's cardholders and the Participant shall pay to Cashcard the fees per transaction as communicated by Cashcard to a participant of the FeeSmart[®] network (**Participant**) from time to time.
2. To gain access to the FeeSmart network you must be a member of the Cashcard network run by Cashcard Australia Limited and you must sign a FeeSmart Joint Venture Agreement.
3. Each Participant must pay any imposed participation fees.
4. Each Participant must comply with the Brand guidelines, the FeeSmart Rules (which are available upon request) and any relevant laws (including but not limited to those set out in the FeeSmart Joint Venture Agreement).
5. To be eligible for participation in the FeeSmart Joint Venture you must:
 - (a) be a corporation which carries on a business at or through a permanent establishment in Australia;
 - (b) be either
 - (i) an issuer of ATMs; or
 - (ii) an acquirer of ATMs;
 - (c) agree to the terms of the Joint Venture Agreement;
 - (d) be solvent (within the meaning given to that term in the Corporations Act) and otherwise able to meet the financial and other obligations imposed on Participants by the Joint Venture Agreement;
 - (e) demonstrate that you will comply with any regulatory requirements applicable to its business;
 - (f) demonstrate that its business practices will be sound and secure, so that its participation in the FeeSmart joint venture will not adversely affect the integrity and security of the FeeSmart Joint Venture.
6. You must be appointed by the management committee (as formed under the joint venture agreement) (**Management Committee**) as a new participant and submit an Assumption Deed;
7. The Management Committee may appoint 3 members and the Participant with the largest number of ATM cards shall be entitled to appoint one member;
8. The Management Committee may refuse to appoint an entity if in the reasonable opinion of the Management Committee such an appointment will constitute a breach of a relevant law or will be contrary to any authorisation imposed by a court, local, national or supra-national agency, inspectorate, minister, official or public or statutory person of the state, the Commonwealth of Australia or any other state or country hearing jurisdiction over any Participant, the manager, the joint venture assets or any aspect of the operations of the joint venture;
9. A Participant may terminate its participation in the joint venture at any time by giving 3 months notice to the Management Committee.



10. Participation may be suspended or terminated by the Management Committee at any time by giving the participant written notice if:
- (a) a Participant fails to carry out any of its material obligations or duties under this document, and in the case of a breach which is capable of remedy, fails to remedy that breach within 5 business days after receipt of written notice of the breach and requiring it to be remedied;
 - (b) a Participant fails to carry out any of its material obligations or duties under this document and the breach or failure is not capable of remedy;
 - (c) a receiver, manager or administrator, trustee or other controller is appointed to all or any part of the assets or undertakings of a Participant;
 - (d) a Participant enters into a scheme of arrangement with its creditors or any class of them or indicates its intention of endeavouring to do so;
 - (e) a provisional liquidator is appointed to a Participant; or
 - (f) any application or order is made for the winding up or dissolution of a Participant or a resolution is passed or any steps are undertaken to pass a resolution for the winding up or dissolution of a Participant.