

# FijiStock Brokers

LEVEL 2, PLAZA ONE  
 FIJI PROVIDENT FUND PLAZA  
 33 ELLERY STREET, SUVA

Mailing Address : GPO Box 16355, Suva Fiji  
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## BUYING ORDER

TO: **FijiStock Brokers Limited**

I/We.....  
 (Full name)  
 of .....  
 (Address)  
 Phone Number: ..... Mobile Number: ..... Fax Number: ..... E-Mail.....  
 Hereby authorise and instruct you as my/our agent to purchase on my/our behalf:

.....  
 (Quantity) (Security) (Price per unit/or Best Bid)

in accordance with the Conditions set out on the reverse of this form and the rules and regulations of the South Pacific Stock Exchange Limited.

**ENCLOSED IS THE CONSIDERATION AMOUNT OF .....(100% OF THE ESTIMATED PURCHASE PRICE) WHICH IT IS ACKNOWLEDGED MAY BE FORFEITED AND RETAINED BY YOU AS LIQUIDATED DAMAGES FOR BREACH OF CONTRACT**

**Source of Funds:**.....

I further authorise you to sign as my authorised agent the necessary transfer forms to effect the legal transfer of the above security and to register the transfer on the Fiji register of the Company.  
 This authority shall remain in force for 1 month from date hereof or until my earlier written notification of amendment or cancellation of the within order is given to the South Pacific Stock Exchange Limited prior to your effecting any purchase on my behalf pursuant to this Authority.

### Exchange Control \*1

I/We declare that I/we am /are resident in of Fiji for Exchange Control purposes\*2 and am/are not acquiring the security as the nominee(s) of any person(s) resident outside Fiji.

Further Declaration to be completed on behalf of companies incorporated in Fiji.

I, the undersigned authorised officer, of ..... hereby declare that the buying company mentioned above is not by any means controlled by a person or persons who is/are resident outside Fiji for Exchange Control purposes.

\*1 If you are unable to complete the declaration or declarations applicable to you please seek advice from your Bank or Reserve Bank of Fiji.  
 \*2 For Exchange Control purposes, a resident of Fiji is an individual who is living at the time in Fiji and either has been or will be so living for more than 3 years.

By signing below you acknowledge that you have read and understood the terms and conditions overleaf and agree to be bound by them.

*N.B. In the case of a Corporation Buyer must be signed by a Director who should print his full name and designation after his signature.*

Signed:..... Name:.....  
 Designation:..... Date: .....

### FSB USE ONLY

Date of Receipt of Order:..... Time: ..... Price.....  
 Mode of receipt of order:  Counter  Fax  Letter  Telephone...  Email  
 Receipt No.: ..... for \$..... Balance Due from Client?  YES  No

Accepted by: ..... Broker Rep.  
 No.....

### TRANSACTIONS

Date	No. Bought	Consideration Amount	Price per 100 Units	Contract No.

DATE ORDER FULFILLED: ..... COMMENTS: .....

## CONDITIONS

The Order on the face hereof is given subject to the following terms and conditions:

1. No Order shall be accepted by FijiStock Brokers Limited (FSB) unless it is in writing and on the official form provided by FSB.
2. Selling Orders shall be accompanied by the relevant Securities or some other evidence acceptable to FijiStock Brokers Limited confirming that clear title to the Securities will be available to the Buyer on settlement.
3. Buying Orders shall be accompanied by a deposit equal to not less than 100% of the estimated value of the Order unless prior alternative arrangements have been made and agreed to by FijiStock Brokers Limited.
4. No Order may be amended or cancelled other than by written notice signed by the party placing the Order and delivered to FijiStock Brokers Limited at its Registered Office.
5. On receipt of Contract Note the Seller shall promptly sign and return to FijiStock Brokers Limited all transfers and other documents required to complete the transaction.
6. On receipt of Contract Note the Buyer shall promptly forward to FijiStock Brokers Limited the amount on the Contract Note as payable by the Buyer.
7. In event of default by either Buyer or Seller in completing the Contract of Sale, FijiStock Brokers Limited shall, without prejudice to its other remedies at law for breach of contract or otherwise, be entitled to exercise all or any of the following remedies viz.:-
  - a) To rescind the Contract of Sale;
  - b) To sue for specific performance of the Contract as agent;
  - c) To recover damages for breach of Contract;
  - d) To forfeit any deposit paid as liquidated damages;
  - e) To re-sell the securities and recover any deficiency on re-sale from a Buyer in default.
8. FijiStock Brokers Limited may conclude transactions at any price within the authority given to it by the Buyer or the Seller which it may consider appropriate in its absolute discretion and for the purpose of fulfilling any Buying Order or Selling Order it may conclude more than one transaction within such authority.
9. No claim whatsoever shall be maintainable against FijiStock Brokers Limited in respect of any action undertaken by it in good faith and without negligence.
10. Commission is payable by both the Buyer and Seller at rates current on the date of issue of the Contract Note. The commission charged by FSB is as follows:

Trading on SPSE

- Brokerage of maximum 1.50%

Trading on any Overseas Stock Exchange Under Overseas Trading facility (OTF)

- Brokerage of maximum 2.50% or FJ\$95.00 minimum (which ever is higher)
- Administration Cost of FJ\$15.00 per transaction

*Disclosure- All transactions executed under OTF are traded via an overseas licensed broker, therefore a brokerage fee of 1% or a minimum of AUD\$80.00 is also payable and charged. All sale proceeds on OTF transactions are converted into FJD using the exchange rates applicable by FSB's Bank at the time the funds are transferred into our account. These funds converted at FSB's Bank exchange rate will be paid to all clients.*

You acknowledge that Pritchard & Partners Pty. Limited ("P&P") will act as agent for FijiStock Brokers Limited and that the order instructions on this form will only be accepted by P&P from FijiStock Brokers Limited.

No person shall, directly or indirectly, in connection with the purchase or sale of any security make any untrue statement of a material fact or otherwise be liable for signing false statements under Section 63 of the CMDA Act, 1996.