

**DO NOT COMPLETE - FOR ONLINE USE ONLY**

Agency Agreement

Date:

Parties:

Mr Ben Pennings of 22 Fontayne St, Aspley, Queensland 4034 (**Agent**)

Miss Donna Smit of 36 Forrester Tce, Bardon, Queensland 4065 (**Agent**)

\_\_\_\_\_ (**Member**)

**Member information**

At the date of this Agreement the Member holds at least one ordinary share of:

Downer EDI Limited (DOW),

Holder Identification Number (HIN): \_\_\_\_\_

or

Shareholder Reference Number (SRN): \_\_\_\_\_

**Signing party**

Name of person accepting this Agreement: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

1. The Member authorises each Agent to sign and lodge on behalf of the Member, as the Member's agent, notice of resolutions and statements in support of the resolution for Annual General Meetings (**AGMs**) to be held during the 2017 calendar year for the companies listed above in which the Member holds at least one ordinary share and is entitled to vote at that AGM.
2. The resolutions and supporting statements are available at the Galilee Blockade website ([www.galileeblockade.net](http://www.galileeblockade.net)) and were made available during the online acceptance process.
3. The Member understands and supports the resolution(s) and supporting statements and wishes to lodge them.
4. The Member authorises the Agent to amend, withdraw or otherwise vary resolutions and statements in accordance with the Agent's judgement and in accordance with the goal of achieving the best outcome for corporate governance. The Agents may negotiate with the companies about the resolutions and supporting statements. The Agent may elect not to lodge the resolutions and supporting statements.
5. This Agreement is valid from the time it was accepted online.
6. The Member will notify the Agent in writing as soon as practicable if the Member ceases to hold at least one ordinary share in the relevant company prior to its AGM in 2017.
7. The Agent or the Member can terminate this agreement at any time in writing. However, in the event of termination this Agreement will remain valid for any authorised actions relating to the resolutions and supporting statements prior to termination.

8. The Member acknowledges that the Agent:

(a) may provide information about the Member provided in this Agreement to the relevant companies, including this Agreement itself, upon lodging any resolution or supporting statement on behalf of the Member;

(b) may seek additional information from the Member (or signing party) to verify the Member's shareholdings in the companies, if reasonably required to do so by the relevant company or share register.

9. The Agent will otherwise seek to maintain confidential the information provided by the Member and (if relevant) the Member's duly authorised representative.

10. The Member and Agent expect the company or share register to rely on this Agreement and any relevant electronic communications as conclusive evidence that:

(a) this agency Agreement has come into effect;

(b) this agency Agreement has not been revoked; and

(c) the right or power being exercised or being purported to be exercised is properly exercised and authorised.

11. By accepting this agreement you agree:

(a) You are the Member, or you are otherwise duly authorised to act on behalf of the Member named above;

(b) You have read, understood and agreed to propose the resolutions;

(c) You are entering into a legally binding agency agreement;

(d) You have read, understood and accepted the terms of this Agreement by this electronic method and agree to receiving electronic correspondence from Galilee Blockade;

(e) This electronic acceptance has the same effect as if you had signed a hardcopy version of the agency Agreement;

(f) You expressly consent to this method of acceptance in accordance with s 9(1) of the Electronic Transactions (Victoria) Act 2000 or other state equivalents.

Agreed to by or on behalf of the **Member** by

\_\_\_\_\_  
Date: \_\_\_\_\_

Agreed to by Agent  
Ben Pennings  
Date: 18/08/2017

Agreed to by Agent  
Donna Smit  
Date: 18/08/2017