

Thank you for requesting this Product Disclosure Statement from Funds Focus.

### ***Fee Reduction***

As highlighted within our offers page, most margin loans typically pay an adviser a trail commission of between 0.3%-0.7%pa. Applications lodged through Wealth Focus receive a rebate enhancing the interest rate you pay.

### ***How to Apply***

Please have a read through the PDS and if you would like to invest the application pages can generally be found towards the back of the document. You will only need to send the application section back with a cheque payable direct to the investment company (not ourselves). You should take note of any minimum investment amounts that may apply.

Then mail the completed application directly to us.

We will then check to ensure your form is completed correctly before forwarding your document on to the investment provider on your behalf.

Wealth Focus Pty Ltd  
Reply Paid 760  
Manly  
NSW 1655

Please note that we are unable to track applications mailed directly to the product provider and therefore cannot guarantee that your discounts have been applied in these instances.

Should you wish to take advantage of our free annual valuation and tax report for all your investments you should complete our broker nomination form for The Wealth Focus Investment Service.

Regards

**Suliaman Ravell**  
Managing Director



## **Requirements for verifying your identity under the new Anti Money Laundering (AML)/Counter Terrorism Financing (CTF) Act**

The new AML/CTF Act came into effect on the 12<sup>th</sup> December 2007. All financial planning and fund management companies are now required to collect, verify and store specific customer information before arranging certain services such as managed investments for a client. It is designed to prevent, detect and protect Australian business from money laundering and the financing of terrorist activities.

We are currently in a transition phase and as such whilst most companies will not accept any new business without a person identity being verified, there are a number that still do not. To avoid confusion, we request that all new applications are sent with 'certified documentation'.

**We've found that the easiest way to provide the required documentation is to have a copy of your driving licence or passport certified by Australia Post or a Justice of the Peace (please see following page for a full list of individuals that can certify documentation).**

**Once this has been completed, under the current requirements we will not require you to send identification again.**

### **What you need to do**

You will need to enclose a certified piece of photographic evidence or one piece of primary non-photographic evidence and one piece of secondary evidence (please refer to the Identification Form for document requirements), with your application form and post to us at the following address

**Wealth Focus Pty Ltd**

Reply Paid 760

Manly

NSW 1655

Please do not send us original driving licences or passports as these can very easily get lost in the post. Copies of documents can be certified by an authorised individual, they will need to sight and verify that the copy is a 'certified true copy', sign, date, print their name and list their qualification.

**ANTI-MONEY LAUNDERING REQUIREMENT FOR NEW APPLICATIONS**  
**IDENTIFICATION FORM**  
**INDIVIDUALS & SOLE TRADERS**

**GUIDE TO COMPLETING THIS FORM (MUST BE INCLUDED WITH ALL NEW APPLICATIONS)**

- Complete one form for each applicant. Complete all applicable sections of this form in **BLOCK LETTERS**.
- Please contact us on 1300 55 98 69 if you have any queries.
- If you wish to apply in the name of a super fund, trust or company, please contact us for an alternative identification form.

**SECTION 1A: PERSONAL DETAILS**

Surname

Date of Birth dd/mm/yyyy

Full Given Name(s)

Residential Address (PO Box is NOT acceptable)

Street

Suburb

State

Postcode

Country

**COMPLETE THIS PART IF INDIVIDUAL IS A SOLE TRADER**

Full Business Name (if any)

ABN (if any)

Principal Place of Business (if any) (PO Box is NOT acceptable)

Street

Suburb

State

Postcode

Country

**Who can verify customer identity documents?**

Please find below a list of all the Approved Individuals that can certify documents:

- **A Justice of the Peace**
- **An agent of the Australian Postal Corporation** who is in charge of an office supplying postal services to the public, or a permanent employee with more than two years continuous service (who is employed in an office supplying postal services to the public)
- A notary public (for the purposes of the Statutory Declaration Regulations 1993)
- A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described)
- A judge, magistrate, registrar or deputy registrar of a court
- A chief executive officer of a Commonwealth Court
- A police officer
- An Australian consular or diplomatic officer (within the meaning of the Consular Fees Act 1955)
- An officer or finance company officer with two or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993)
- An officer with, or authorised representative of, a holder of an Australian Financial Services Licence, having two or more continuous years of service with one or more licensees, and
- A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with more than two years continuous membership.

**VERIFICATION PROCEDURE**

**Attach** a certified copy of the ID documentation used as proof of identity. ID enclosed should verify the **applicant's** full name; and **EITHER** their date of birth or residential address.

- Complete Part I (or if the individual does not own a document from Part I, then complete either Part II or III.)
- Contact your licensee if the individual is unable to provide the required documents.

**PART I – ACCEPTABLE PRIMARY ID DOCUMENTS**

<b>Tick</b> ✓	Select ONE valid option from this section only
<input type="checkbox"/>	Australian State / Territory driver's licence containing a photograph of the person
<input type="checkbox"/>	Australian passport (a passport that has expired within the preceding 2 years is acceptable)
<input type="checkbox"/>	Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person
<input type="checkbox"/>	Foreign passport or similar travel document containing a photograph and the signature of the person*

**PART II – ACCEPTABLE SECONDARY ID DOCUMENTS – should only be completed if the individual does not own a document from Part I**

<b>Tick</b> ✓	Select ONE valid option from this section
<input type="checkbox"/>	Australian birth certificate
<input type="checkbox"/>	Australian citizenship certificate
<input type="checkbox"/>	Pension card issued by Centrelink
<input type="checkbox"/>	Health card issued by Centrelink
<b>Tick</b> ✓	<b>AND ONE</b> valid option from this section
<input type="checkbox"/>	A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address
<input type="checkbox"/>	A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. <i>Block out the TFN before scanning, copying or storing this document.</i>
<input type="checkbox"/>	A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address)
<input type="checkbox"/>	If under the age of 18, a notice that: was issued to the individual by a school principal within the preceding 3 months; and contains the name and residential address; and records the period of time that the individual attended that school

**PART III – ACCEPTABLE FOREIGN ID DOCUMENTS – should only be completed if the individual does not own a document from Part I**

<b>Tick</b> ✓	<b>BOTH</b> documents from this section must be presented
<input type="checkbox"/>	Foreign driver's licence that contains a photograph of the person in whose name it issued and the individual's date of birth*
<input type="checkbox"/>	National ID card issued by a foreign government containing a photograph and a signature of the person in whose name the card was issued*

\*Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.

# Margin Lending



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## About this document

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This Facility is offered by JBWere Equity Finance Limited ABN 17 008 614 122 ('JBWere Equity Finance'), a member of the JBWere Group.

This Information Memorandum contains some explanatory information and the Combined Terms of Agreements. A Margin Lending Application Form (the 'Application Form') is attached for you to sign and return to us.

The Combined Terms of Agreements set out the terms used by us in a number of legal agreements needed to create a Margin Lending Facility. The Application Form contains a Power of Attorney that enables us to execute these agreements on your behalf.

**Dated: November 2002**

JBWere Equity Finance Limited

# Margin Lending



## Letter from the Chairman

The JBWere Group is a long-established investment house with a wealth of investment experience. We are committed to developing products and services that provide opportunities for our valued clients to create wealth. As part of this commitment we are pleased to offer this Margin Lending Facility through JBWere Equity Finance that complements the range of services offered by JBWere. Financial leverage, through margin lending, used as part of a considered financial plan, can enhance your ability to create wealth through increased exposure to the sharemarket.

Although there are risks with any share investment, the risks associated with geared investment are greater because of the increased exposure to sharemarket movements. We are concerned that you fully understand the risks associated with Margin Lending, the nature of the facility, and your obligations. JBWere advisers are available to assist you in determining whether Margin Lending is appropriate for your personal investment strategy. Our JBWere Equity Finance Account Managers are also available to answer any questions concerning Margin Lending which you might have.

Terrence A Campbell

## What is Margin Lending?

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### Margin Lending – a loan secured by shares

Margin Lending is a loan facility secured by a portfolio of securities, most commonly shares.

Using either securities or cash as collateral for the Margin Lending Facility (the 'Facility'), you can borrow funds from JBWere Equity Finance to buy shares.

Typically, JBWere Equity Finance will extend loans of:

- up to 75% of the market value of securities in most leading Australian companies and managed funds; and
- 100% against cash deposits held in either the JBWere Cash Trust or JBWere Deposit Notes.

Shares used as collateral:

- in the case of CHESSE eligible securities, will usually be held in your name by a sponsor and controlling participant, nominated by JBWere Equity Finance, for CHESSE purposes; and
- in the case of other securities, will be registered in the name of a custodian, nominated by JBWere Equity Finance, as nominee for you.

Even though we require the shares as security for the Facility, you are still entitled to the dividends and other benefits attaching to ownership of the shares.

## Examples of Margin Lending

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In the examples below, we have excluded costs to maintain simplicity.

### Example 1: Constructing a geared portfolio

Assume an investor wishes to build a geared portfolio with a market value of \$100,000 and that all of the portfolio will be used as security for the Margin Lending Facility. The portfolio is to be funded by a loan and an equity contribution from the investor. The table following shows the amount the investor would be required to contribute under two scenarios assuming different portfolio lending ratios. The first scenario assumes the portfolio sought has a lending ratio of 70%, while the second assumes a lending ratio of 60%.

<b>Scenario</b>	<b>1</b>	<b>2</b>
Market Value of Desired Portfolio	\$100,000	\$100,000
Lending Ratio of Portfolio	70%	60%
Loan Advanced by JBWere Equity Finance	\$70,000	\$60,000
<b>Funds Required from Investor</b>	<b>\$30,000</b>	<b>\$40,000</b>
Market Value of Shares Purchased	\$100,000	\$100,000
Total Security for the Margin Lending Facility	\$100,000	\$100,000
Gearing Ratio for Portfolio	70%	60%

### Example 2: Using existing shares as security

Investors can also use their existing shares or those of a guarantor as security for the Margin Lending Facility. Under scenario 3, the investor already has shares with a market value of \$30,000 and a lending ratio of 70%. Using those shares as security, the investor could obtain a cash advance of \$21,000 ( $\$30,000 \times 70\% = \$21,000$ ). Alternatively, additional shares with a lending ratio of 70% and a market value of \$70,000 could be purchased using a loan under our Margin Lending Facility. The existing shares and those purchased with the loan would form part of the security for the Margin Lending Facility. This results in the investor building a portfolio with a market value of \$100,000 and having a loan of \$70,000.

**Table 2**

Scenario	3	4
Market Value of Existing Shares	\$30,000	\$30,000
Lending Ratio of Existing Shares	70%	60%
Cash Advance Available	\$21,000	\$18,000
Lending Ratio of Shares to be Acquired	70%	60%
Percentage Equity Contribution Required from Investor	30%	40%
Market Value of Shares which can be Acquired	\$70,000	\$45,000
Total Market Value of Investor's Portfolio	\$100,000	\$75,000
Total Loan Advanced	\$70,000	\$45,000

## Why should I use Margin Lending?

Our Margin Lending Facility provides a flexible platform from which you can build a number of investment strategies designed to meet your specific requirements.

### Greater investment opportunities

- By using our Margin Lending Facility, you can increase your investment portfolio by either:
  - using your existing shares as security for the Facility; or
  - making an initial cash investment. To invest in most leading Australian companies, the initial cash outlay required from the investor is only 30% of the market value of the shares, plus interest and transaction costs.
- A larger investment portfolio can provide:
  - increased dividends;
  - greater access to imputation credits; and
  - increased capital growth.
- All or part of your share investment can be sold on the Australian Stock Exchange and converted into cash following the standard settlement period.
- By channelling cashflows regularly into your Facility, you can progressively reduce your level of gearing.

### **Put your existing shares to work**

- By using your existing shares as security, you can obtain a cash advance:
  - to participate in floats and capital raisings;
  - to purchase additional shares;
  - to make payments on instalment receipts; or
  - for any other wholly or predominantly business or investment purpose, without the need to sell investments and potentially incur capital gains tax.

### **Risk diversification**

- By diversifying the securities held within your investment portfolio, you can reduce the level of risk associated with your portfolio. Our Margin Lending Facility can assist you to diversify your existing portfolio by advancing you loan funds to purchase additional securities in different market sectors.

### **Gearing and tax planning**

- You can negatively gear your portfolio which, depending upon your individual circumstances, may provide a tax benefit.
- Alternatively, a portfolio could be constructed to generate dividends and imputation credits equal to or in excess of the interest cost.
- Interest payments can be made in advance to lock in your interest rate and may assist in your tax planning.

## **Risks Associated with Margin Lending**

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It is important that you understand the risks associated with Margin Lending.

- Margin Lending can increase your investment risk. While greater exposure to the share market increases potential profit, it similarly increases the risk of loss should share prices fall. The example in Table 3 below illustrates this.
- If the value of your portfolio falls below a critical value, resulting in the gearing level of your portfolio exceeding the approved level, a margin call will be necessary. This is a formal notice to you to immediately restore the gearing level to the approved level. Margin calls are discussed in greater detail in the section entitled 'How Margin Calls Operate'.
- The receipt of dividends on shares secured under the Margin Lending Facility is unlikely to coincide with the timing of any interest payments or margin calls. Hence, you should ensure you are able to meet interest payments and margin calls from sources other than the cashflows from the securities.

### **Example: Increased exposure through gearing**

In the simplified example below, we seek to illustrate the increased impact of gearing (both positive and negative) on your investment in shares.

Assume two investors each have \$30,000 to invest. The first investor borrows an additional \$70,000 to create a portfolio with a market value of \$100,000.

The second investor only purchases shares with a market value of \$30,000.

For simplicity, we have excluded taxes and costs such as brokerage, stamp duty and the cost of establishing the Margin Lending Facility.

**Table 3**

<b>Investor</b>	<b>Gearred</b>	<b>Ungearred</b>
Investor's Own Equity	\$30,000	\$30,000
Loan Obtained	\$70,000	\$0
Initial Market Value of Portfolio	\$100,000	\$30,000
<b>10% Rise in Market Value of Portfolio</b>		
Resulting Market Value of Portfolio	\$110,000	\$33,000
Loan Outstanding	\$70,000	\$0
Resulting Value of Investor's Equity	\$40,000	\$33,000
<b>% Gain in Investor's Equity</b>	<b>33%</b>	<b>10%</b>
<b>10% Fall in Market Value of Portfolio</b>		
Resulting Market Value of Portfolio	\$90,000	\$27,000
Loan Outstanding	\$70,000	\$0
Resulting Value of Investor's Equity	\$20,000	\$27,000
<b>% Loss in Investor's Equity</b>	<b>(33%)</b>	<b>(10%)</b>

While a simplified example, it serves to illustrate the increased volatility that can be experienced with margin lending. If the market value of each portfolio rises by 10%, the investor with the geared portfolio obtains a 33% return on their own funds invested, while the ungeared investor will only receive a 10% return. However, the exposure to losses is similarly magnified. A 10% fall in the market value of the portfolio produces a loss of 33% on the investor's own funds in the geared portfolio, compared with a loss of 10% for the ungeared investor.

## Features of Our Margin Lending Facility

### Choice of Securities to build a portfolio

- You can build a portfolio from an extensive list of shares and managed funds.
- You can obtain the benefits of direct share ownership, including dividends, participation in dividend reinvestment plans and other company offers.

### Loans

- Loans of up to 75% given against most major securities, 100% lent against deposits held in either the JBWere Cash Trust or JBWere Deposit Notes.
- Minimum first advance of \$50,000 for six months. After the initial six month period, there is no penalty for maintaining a smaller loan balance.
- Periodic repayments of the loan balance can be made at any time.
- Additional advances within the approved Lending Value can be made at any time.

**Interest rates**

- Very competitive interest rates.
- Select from a range of fixed and variable interest rate options.
- Interest can be paid in advance, thereby fixing the interest rate for an agreed period, which may assist in tax planning.
- Variable interest rate is debited to your account monthly in arrears.

**Margin call buffer**

- Buffer of 7.5% of the market value of your approved securities (other than cash) provided before a margin call will be made.

**Account establishment and management**

- JBWere Equity Finance provides a simple and streamlined approval and account establishment process.
- Clear and detailed statements are provided each month summarising the market value of your share portfolio and the balance of your Margin Lending Facility.
- A JBWere Equity Finance Account Manager can assist you to complete the required documentation and can answer any queries you have about establishing a Margin Lending Facility.

## Fees and Options

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- A registration fee is payable for companies and trustees either opening accounts or providing guarantees.
- Excess transaction fees are payable per settlement for settlements in excess of ten settlements in any calendar year with any broker other than JBWere.
- Any stamp duty and other government charges are paid by the borrower.
- Brokerage and any stamp duty on the transfer of shares are payable separately.

## How Margin Calls Operate

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**What is a margin call?**

A margin call is a demand made by JBWere Equity Finance on you to bring your loan balance back to a prescribed level.

**If required, how can I meet a margin call?**

A margin call can be met by either:

- lodging additional approved security for the Margin Lending Facility; or
- reducing the outstanding balance of your Margin Lending Facility.

If you do not respond to a margin call by 2.00pm (Melbourne time) on the next banking day, we can take action to rectify the position.

**When will a margin call be made?**

Before outlining the circumstances in which a margin call will be made, it is useful to first consider the key terms, summarised below. These terms will be used on our monthly statements and when discussing a margin call.

**Table 4**

<b>Market Value</b>	The market value of the portfolio that is held as collateral for your Margin Lending Facility.
<b>Lending Value</b>	The maximum amount that we will lend against the securities held as collateral. It is calculated by multiplying the Market Value of each secured asset in the portfolio by its lending ratio approved by us and then aggregating those amounts. (Example: If you hold shares with a Market Value of \$100,000 and a lending ratio of 70%, the Lending Value of those shares is \$70,000.)
<b>Loan Balance</b>	All amounts outstanding under the Facility.
<b>Trigger Value</b>	The point at which a margin call will be made. It is calculated by multiplying the Market Value of each asset in the portfolio by its approved lending ratio increased by the buffer of 7.5%. (Example: Following on from the example above, the Trigger Value would be \$77,500 (77.5% of \$100,000).)

It is important to note that both the Trigger Value and the Lending Value change as the Market Value rises and falls.

*Loan Balance < Lending Value – Facility available*

You are required to ensure that your Loan Balance is less than the Lending Value of the collateral held. If that is the case, you may draw down funds under the Facility.

*Lending Value < Loan Balance < Trigger Value – Buffer (No Margin Call)*

To avoid you having to meet a margin call each time there is an adverse movement in the Market Value of your portfolio, we provide you with a buffer before we will make a margin call. Hence, if your Loan Balance exceeds the Lending Value but is less than the Trigger Value, a margin call will not be made. However, no further advances will be made to you under the Facility until the Loan Balance is back below the Lending Value.

*Trigger Value < Loan Balance – Margin Call Required*

If your Loan Balance exceeds the Trigger Value, a margin call will be made and you will be required to restore the Facility so that the Loan Balance is once again less than the Lending Value.

*Examples of the above scenarios*

Initial assumptions:

In our initial portfolio, we assume that:

- it has a Market Value of \$100,000;
- the approved lending ratio of all the stocks in the portfolio is 70%, giving the portfolio a Lending Value of \$70,000; and
- the Loan Balance is \$70,000, the full amount permitted by the Lending Value.

**Table 5**

		Scenario 1 – Buffer	Scenario 2 – Margin Call
	Initial Portfolio Position	5% Fall in Market Value of Portfolio	10% Fall in Market Value of Portfolio
Market Value of Portfolio	\$100,000	\$95,000	\$90,000
Trigger Value (77.5%)	\$77,500	\$73,625	\$69,750
Lending Value of Portfolio (70%)	\$70,000	\$66,500	\$63,000
Loan Balance	\$70,000	\$70,000	\$70,000
Market Value of Investor's Equity	\$30,000	\$25,000	\$20,000
Gearing Ratio of Portfolio	70%	74%	78%
Margin Call Required	–	–	\$7,000

**Scenario 1: 5% fall in market value of portfolio**

Under this scenario, a margin call would not be made as the Facility is within the buffer. Although the Loan Balance exceeds the Lending Value of \$66,500, it is less than the Trigger Value of \$73,625.

**Scenario 2: 10% fall in market value of portfolio**

Under scenario 2, a margin call would be made as the Loan Balance exceeds the Trigger Value of \$69,750. In this event, the investor must either:

- reduce the Loan Balance to \$63,000 without selling any of the security lodged (the investor would need to repay \$7,000 of the Loan Balance);
- sell sufficient of the security lodged so that the lending ratio is restored to 70% (the investor would need to sell approximately \$23,350 of the portfolio and use all of the sale proceeds to repay part of the Loan Balance – depending on your circumstances, this may be the least desirable way to meet a margin call); or
- lodge additional security to restore the Lending Value of the portfolio to \$70,000 (the investor could lodge additional shares with a Lending Value of \$7,000 by lodging shares with a Market Value of \$10,000 and a lending ratio of 70%, restoring the Market Value of the secured portfolio to \$100,000 and the Lending Value to \$70,000).

**How will I know when a margin call may be required?**

We will endeavour to alert you when your Loan Balance exceeds the Lending Value by more than 5% of the Market Value of the approved securities under the Margin Lending Facility. However, it is your responsibility to ensure your Facility stays within its approved limits.

**How can I reduce the likelihood of a margin call being made?**

You may minimise the likelihood of a margin call being made by:

- adopting a lower gearing level than the maximum permitted against any security;
- making regular deposits to your account to cover interest charges;
- regularly using cash flows from the securities to reduce the loan balance; or
- selecting a well diversified portfolio.

**How can I monitor my position?**

You can call your Account Manager on 1800 780 809 who can provide you with the current details of your facility. We also provide you with summaries of your position each month.

## Some Key Questions

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### **How do I purchase shares using the Facility?**

If you use a JBWere adviser, once your Facility is established, you can purchase shares at any time within the approved Facility limits. We retain the right not to advance funds to settle any purchase, particularly if it is not within the approved Facility limits.

### **Can I purchase shares through any broker?**

Yes you can. Again, we retain the right not to settle any purchase, particularly if it is not within the approved Facility limits.

If you use a broker other than JBWere for the purchase of approved securities, either you or your broker must provide us with a copy of the contract note before we can provide funds for settlement of the purchase.

If you conduct more than ten transactions with brokers other than JBWere in a calendar year, a fee per settlement will be payable for each settlement in excess of the first ten.

### **Can I open an account in the name of a company or a trustee?**

Yes you can.

If you intend to open the Margin Lending Facility in the name of a company, we will require:

- a guarantee from the directors of the company;
- a first ranking charge registered against the company covering the securities used as collateral under the Facility; and
- a certified copy of the company's constitution and any variations if the application form is signed by one person, but a search of the company reveals that the company has two directors.

In the case of trustees, we require a certified copy of the trust deed and any variations.

### **What can I use as security for the Facility?**

Security can be either:

- cash deposits in either the JBWere Cash Trust or JBWere Deposit Notes; or
- any of the securities, shares or units in managed funds on the JBWere Equity Finance Approved Securities List.

### **Is my house used as security for the Facility?**

No. Unless specifically agreed between you and JBWere Equity Finance, your house or investment property will not be mortgaged to JBWere Equity Finance as security for the Facility.

### **Can I shorten or extend the term of my loan?**

The minimum term of the Facility is six months. After that six-month period, you can repay all or part of the loan.

If your loan is subject to a variable interest rate, you can repay the balance without penalty by giving at least one full banking day's notice. If your loan is subject to a fixed interest rate, you must give JBWere Equity Finance five full banking days' notice and you will be required to pay an additional fee for breaking the fixed rate loan.

No action is required by you to extend the term of your Facility, as it will continue (assuming no event of default has occurred) at the variable interest rate. The only action that may be required by you is if you wish to fix your interest rate for a particular period.

We retain the right to recall the loan after the first six months of the Facility.

### **Can I increase my loan at any time?**

Yes. Provided you have satisfactory collateral, all you need do is send us a written request.

### **Can I capitalise interest?**

Yes, provided you remain within the approved gearing limits. However, you should be aware that capitalising interest will increase your gearing levels and may thereby increase the likelihood of a margin call being made.

### **Can I find out the financial position of my Facility at any time?**

Yes. All you need do is call either your JBWere Equity Finance Account Manager (on 1800 780 809) or your JBWere adviser.

### **What is the effect of the JBWere Equity Finance Sponsorship Terms and Conditions?**

Where CHESS eligible securities are used as collateral for a Margin Lending Facility with JBWere Equity Finance, the shares will usually be held in your own name under CHESS, with the sponsor and controlling participant being nominated by JBWere Equity Finance. The sponsorship terms are detailed in the Combined Terms of Agreement within this document.

In some circumstances, for example during a corporate restructuring, we may transfer securities from your sponsored holding into the name of our custodian nominated by JBWere Equity Finance as a nominee for you.

Should you have any questions about your sponsorship agreement please contact your account manager on 1800 780 809.

## **How to open a Margin Lending account**

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1. Carefully read this Information Memorandum in full. It contains the information necessary for you to establish and operate a Margin Lending Facility.
2. Ensure that margin lending is the right product for your investment requirements and that you understand the risks and benefits.
3. Seek supplementary investment and taxation advice from an accountant, solicitor, financial planner or other adviser.
4. Contact JBWere Equity Finance directly, or your JBWere Private Client Adviser, if you require any further information.
5. Complete the Application Form at the back of this Information Memorandum and forward it to JBWere Equity Finance.
6. Following receipt, processing and acceptance of your application, your Margin Lending Facility will be available for use. For individual borrowers, we anticipate that your application will be approved within 48 hours of our receiving the completed Application Form and the other documentation required.

## **How to contact a JBWere Equity Finance Account Manager**

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Phone	1 800 780 809 (Toll Free)
E-mail	equity.finance@jbwere.com.au
Internet	www.jbwere.com.au

# Margin Lending

## Combined Terms of Agreements

JBWere Equity Finance Limited

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## Background

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This document:

- (a) contains all definitions and terms relating to the margin lending facility as currently offered by Equity Finance and contained in the Agreements;
- (b) is an indication of Equity Finance's requirements before allowing a Client to enter into margin lending; and
- (c) reflects the terms of the Agreements which Equity Finance will enter into on behalf of the Client under the Power of Attorney if the Client's application for a Facility is accepted by Equity Finance.

## Memorandum

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### 1 SECTION

## Definitions And Interpretation

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This section contains all definitions contained in the Agreements, and the interpretation provisions common to all Agreements.

### 1. Definitions and Interpretation

In the Agreements unless the contrary intention appears:

#### 1.1 Party Definitions

**'Act'** means the *Corporations Act 2001* (Cth);

**'ASIC'** means the Australian Securities and Investments Commission as constituted under the *Australian Securities and Investments Commission Act 2001* (Cth);

**'ASX'** means Australian Stock Exchange Limited ACN 008 624 691;

**'Authorised Client Broker'** means JBWere Limited ACN 006 797 897 of Level 17, 101 Collins Street, Melbourne, Victoria 3000 or such other person or persons notified for this purpose by the Client to Equity Finance in writing from time to time;

**'Authorised Representative'** means:

- (a) in the case of Equity Finance, any director, company secretary or other person appointed by Equity Finance from time to time;
- (b) in the case of the Client, the person or persons notified in writing by the Client to and accepted by Equity Finance from time to time (and in respect of which specimen signatures for each such person must be provided to Equity Finance); and
- (c) in the case of the Custodian or Sponsor, any director, company secretary or other person appointed by the Custodian or Sponsor respectively from time to time;

**'Broker'** has the meaning given to it in the SCH Business Rules;

**'Client'** means a person or body corporate who enters into the Agreements on the terms contained in this document;

**'Controlling Participant'** means any person (a Broker or an NBP) which has the capacity in CHESSTo Transfer or Convert Securities from a CHESSTo Holding;

**'Custodian'** means any party nominated for this purpose by Equity Finance in writing from time to time;

**'Equity Finance'** means JBWere Equity Finance Limited ACN 008 614 122 of Level 17, 101 Collins Street, Melbourne, Victoria 3000;

**'Equity Finance's Broker'** means any Broker appointed by Equity Finance to act as Equity Finance's Broker in the situations contemplated by the Agreements;

**'Guarantor'** means a person who guarantees and/or indemnifies any of the Client's obligations under the Margin Lending Agreement;

**'Holder'** means the person registered as the legal owner of Securities in a Holding;

**'Issuer'** means a person who issues Securities or makes Securities available, or who proposes to issue Securities or make Securities available or provides or proposes to provide services for acquiring and holding investments and includes:

- (a) a listed or unlisted body corporate;
- (b) a warrant issuer;
- (c) the responsible entity of a managed investment scheme;
- (d) the Crown, a government or minister, or any government, semi-government, judicial or regulatory entity; and
- (e) the OCH;

**'JBWere Group'** means JBWere Limited, which trades under the business name 'JBWere', JBWere Group Holdings Pty Ltd and their respective subsidiaries, directors, officers and authorised representatives.

**'Margin Call Contact'** means the person or persons notified for this purpose by the Client to Equity Finance in writing from time to time;

**'NBP'** means a Non Broker Participant and has the meaning given to it in the SCH Business Rules;

**'OCH'** means the Options Clearing House Pty Ltd ACN 001 314 503 or its successors;

**'SCH'** means the ASX Settlement and Transfer Corporation Pty Ltd ACN 008 504 532 empowered by an Australian CS facility licence granted by the relevant Minister on 10 March 2002 under section 1425 of the Act to operate CHESSE or its successors; and

**'Sponsor'** means any party nominated by Equity Finance to act as the Controlling Participant for the CHESSE Approved Securities forming part of the Client's Secured Assets from time to time.

## 1.2 Other Definitions

In the Agreements unless the contrary intention appears:

**'Account'** means the Client's account described in clause 3.1;

**'Acquisition'** means a purchase of or subscription for Marketable Securities by the Client with the proceeds of an Advance;

**'Advance'** means an advance made by Equity Finance to the Client under the Facility;

**'Agreements'** means the Margin Lending Application, the Margin Lending Agreement, the Custodian and Nominee Agreement, the Client's Sponsorship Agreement, any Guarantor Application, any Guarantee Mortgage Agreement, any Guarantor Custodian and Nominee Agreement, any Guarantor's Sponsorship Agreement and any other documents contemplated by any of them or agreed by Equity Finance and the Client in writing from time to time to be an Agreement;

**'Approved Marketable Securities'** means those Marketable Securities that Equity Finance lists from time to time as being approved security for margin lending clients (it being the case that Equity Finance may add to or delete from this list at any time);

**'ASX Business Rules'** means the Business Rules made by ASX as in force from time to time;

**'Banking Day'** means a day on which Australian banks (as defined in the Act) are open for general business in Melbourne, Victoria or Sydney, New South Wales, excluding Saturdays, Sundays and public holidays;

**'Bankruptcy'** has the meaning given to it in the SCH Business Rules;

**'Buffer Value'** means the percentage determined by Equity Finance and notified as such to the Client in writing by Equity Finance from time to time of the aggregate Market Value of the Client's Marketable Securities and the Guarantor's Marketable Securities forming part of the Secured Assets;

**'Cash Management Fund'** means the JBWere Cash Trust, the JBWere Deposit Notes and any other fund or trust approved or nominated by Equity Finance from time to time;

**'Certificated Marketable Securities'** means Marketable Securities, the title for which is shown by a certificate;

**'Certificated Subregister'** means that part of an Issuer's register for a class of the Issuer's CHESSE Approved Securities which is administered by the Issuer and which records Holdings of certificated Securities in that class;

**'CHESSE'** means the clearing house electronic sub-register system established and operated by SCH for:

- (a) the clearing and settlement of transactions in CHESSE Approved Securities;
- (b) the Transfer of Securities; and
- (c) the registration of Transfers;

**'CHESSE Approved Securities'** means Marketable Securities which are held in a CHESSE Subregister;

**'CHESSE Holding'** means an uncertificated holding of Securities on a subregister for that class of Securities maintained by SCH;

**'CHESSE Sponsored Holding'** means a sponsored holding which is a CHESSE Holding;

**'CHESSE Subregister'** means that part of an Issuer's register for a class of the Issuer's CHESSE Approved Securities which is administered by SCH and records Holdings of uncertificated Securities in that class;

**'Client's Cash Deposits'** means all of the Client's cash which is provided to Equity Finance or the Custodian by or on behalf of the Client under or in connection with the Facility from time to time and including any of the Client's cash which is placed on deposit in any Cash Management Fund in the name of Equity Finance or the Custodian as nominee for the Client together with all interest accrued from time to time in respect of the deposit;

**'Client's Secured Assets'** means any of the following in connection with the Agreements:

- (a) all of the Client's Marketable Securities which are in connection with the Agreements:
  - (i) held by the Sponsor as Controlling Participant in CHESSE under a Sponsorship Agreement between Equity Finance, the Client and the Sponsor;
  - (ii) purchased by the Client or by the Custodian as the Client's nominee with the proceeds of an Advance;

**'Client's Secured Assets'** continued

- (iii) Nomineed Marketable Securities; or
- (iv) registered or applied for in the Custodian's name as the Client's nominee;
- (b) all title documents for the Client's Marketable Securities which have been deposited with the Custodian or Equity Finance in connection with the Agreements and all:
  - (i) blank transfer forms for those Marketable Securities signed by the Client; and
  - (ii) any other documents which are needed to effect an immediate transfer of those Marketable Securities to the Custodian as the Client's nominee;
- (c) all rights and benefits (including but not limited to interest earned, voting rights and dividends) relating to the Marketable Securities described in paragraphs (a) and (b) of this definition;
- (d) all of the Client's Cash Deposits made or held in connection with the Agreements; and
- (e) any other asset agreed from time to time by the Client and Equity Finance in writing to be a Client's Secured Asset in connection with the Agreements;

**'Client's Sponsorship Agreement'** means the Sponsorship Agreement entered or to be entered into between the Client, Equity Finance and the Sponsor in connection with the Agreements by which the Client appoints the Sponsor as Controlling Participant of the Secured Assets consistent with the terms set out in this document;

**'Conversion'** has the meaning given to it in the SCH Business Rules and 'Convert' has a corresponding meaning;

**'Custodian and Nominee Agreement'** means the Custodian and Nominee Agreement entered or to be entered into between Equity Finance, the Custodian and the Client in connection with the Agreements consistent with the terms set out in this document;

**'Establishment Fee'** means the amount determined by Equity Finance from time to time;

**'Event of Default'** means each event listed in clause 11.1;

**'Excess Transaction Fee'** means the amount per settlement determined by Equity Finance from time to time;

**'Facility'** means the cash advance facility contemplated under the Margin Lending Agreement;

**'Fixed Interest Rate'** means the interest rate or rates determined by Equity Finance from time to time for particular Advances (or part of an Advance);

**'Guarantee Mortgage Agreement'** means any agreement so called and entered into between Equity Finance and a Guarantor in connection with the Agreements;

**'Guarantor's Cash Deposits'** means all of the Guarantor's cash which is provided to Equity Finance or the Custodian by or on behalf of the Guarantor under or in connection with the Facility from time to time and including any of the Guarantor's cash which is placed on deposit in any Cash Management Fund in the name of Equity Finance or the Custodian as nominee for the Guarantor together with all interest accrued from time to time in respect of the deposit;

**'Guarantor Custodian Agreement'** means any agreement so called and entered into between Equity Finance, the Custodian and any Guarantor;

**'Guarantor's Secured Assets'** means any of the following in connection with the Agreements:

- (a) all of the Guarantor's Marketable Securities which are in connection with the Agreements:
  - (i) held by the Sponsor as Controlling Participant in CHES under a Sponsorship Agreement between Equity Finance, the Guarantor and the Sponsor;
  - (ii) Nomineed Marketable Securities; or
  - (iii) registered or applied for in the Custodian's name as the Guarantor's nominee; and
- (b) all title documents for the Guarantor's Marketable Securities which have been deposited with the Custodian or Equity Finance in connection with the Agreements and all:
  - (i) blank transfer forms for those Marketable Securities signed by the Guarantor; and
  - (ii) any other documents which are needed to effect an immediate transfer of those Marketable Securities to the Custodian as the Guarantor's nominee;
- (c) all rights and benefits (including but not limited to interest earned, voting rights and dividends) relating to the Marketable Securities described in paragraphs (a) and (b) of this definition;
- (d) all of the Guarantor's Cash Deposits made or held in connection with the Agreements; and
- (e) any other asset agreed from time to time by the Guarantor and Equity Finance in writing to be a Guarantor's Secured Asset in connection with the Agreements,

all of which form part of the Guarantor's Security Interest;

**'Guarantor's Security Interest'** means a Security Interest entered into by the Guarantor in favour of Equity Finance as further security for payment of the Outstandings;

**'Guarantor's Sponsorship Agreement'** means any agreement so called and entered into between a Controlling Participant and a Guarantor in accordance with the SCH Business Rules and the ASX Business Rules;

**'Higher Rate'** means the rate equal to the sum of 3.0% and the Variable Rate or such other rate as determined by Equity Finance from time to time;

**'HIN'** means Holder Identification Number and has the meaning given to it in the SCH Business Rules;

**'Holder Record'** means the name(s) and address(es) of the Client, the HIN and the Holder Type as recorded by SCH in CHES for the purpose of operating one or more CHES Holdings;

**'Holder Record Lock'** means a facility that prevents Securities from being deducted from a Participant Sponsored Holding, pursuant to a Transfer or Conversion;

**'Holder Type'** has the meaning given to it in the SCH Business Rules;

**'Holding'** means the Securities held by a person registered as the legal owner of those Securities on an Issuer's register;

**'Insolvent'** includes:

- (a) for a natural person: Bankruptcy, being 'insolvent' as defined by s.95A or 'insolvent under administration' as defined by s.9 of the *Act*; or
- (b) for a body corporate: Bankruptcy, being 'insolvent' as defined by s.95A or 'externally-administered body corporate' as defined by s.9 of the *Act*; or
- (c) where a presumption contained in s.459C(2) of the *Act* applies to the body corporate, whether or not a winding up application is issued or not; and
- (d) in any case will be deemed to occur:
  - (i) if the person proposes or enters into a compromise or arrangement with creditors or a class of creditors generally; or
  - (ii) if a distress, execution or other like process of a court or authority is issued or levied on property of the person; or
  - (iii) if an encumbrancer or Controller (as defined in the *Act*) takes possession of the property or exercises a power of sale in respect of property of the person;

**'Issuer Sponsored Subregister'** has the meaning given to it in the SCH Business Rules;

**'Lending Ratio'** means the percentage determined by Equity Finance from time to time as the appropriate discount percentage for an Approved Marketable Security;

**'Lending Value'** means the security value as calculated by Equity Finance from time to time as the aggregate of the Market Value of each Secured Asset multiplied by the Lending Ratio for that Secured Asset;

**'Margin Lending Agreement'** means the margin lending agreement entered or to be entered into between the Client and Equity Finance consistent with the terms set out in this document;

**'Market Value'** means:

- (a) the listed price of the Marketable Security in Australian Dollars;
- (b) such other price (as determined approximately by Equity Finance); or
- (c) for a Secured Asset the subject of an Option, the exercise price of the Option or such lesser amount as determined by Equity Finance (having regard to listed market prices of the Secured Assets which are the subject of the Option),

as appropriate;

**'Marketable Securities'** means any of the following unless otherwise agreed in writing by Equity Finance:

- (a) securities quoted on the ASX or on a foreign exchange;
- (b) unquoted shares and interests in a managed investment scheme;
- (c) rights or options in or in respect of stocks or shares;
- (d) debentures, bonds, bills of exchange, certificates of deposit and, promissory notes; and
- (e) applications for shares, interests in managed investment schemes and other rights the subject of a disclosure document or product disclosure statement under the *Act*;

**'Mortgage'** means the mortgage over the Client's Secured Assets given by the Client to Equity Finance as set out in clause 8;

**'Nominated Marketable Securities'** means all Marketable Securities which are registered or applied for in the name of the Custodian as nominee for the Client in connection with the Agreements to comprise part of the Secured Assets (including but not limited

to any Marketable Securities transferred by Equity Finance under clause 10.1);

**'OCH Coverage'** means the securities lodged or made available by the Client to the OCH as security for the performance of an Option by the Client;

**'Option'** means any option written or taken in accordance with the ASX Business Rules;

**'Outstandings'** means the debit balance of the Account from time to time together with any other amounts owing or remaining unpaid by the Client to Equity Finance, the Custodian or the Sponsor whether actual, prospective, contingent or otherwise under or in connection with the Facility or the Margin Lending Agreement up to a limit of \$10,000,000;

**'Participant Sponsored Holding'** means a CHES Holding of the Client which is identified by a HIN:

- (a) listed in the schedule to the Client's Sponsorship Agreement; or
- (b) which is, at the request of the Client or Equity Finance, notified in writing by the Sponsor to the Client after the Sponsorship Agreement commences;

**'Power of Attorney'** means the power of attorney conferred by the Client upon Equity Finance and each director of Equity Finance as referred to in clause 38;

**'Registration Fee'** (if applicable) means the amount so named as determined by Equity Finance from time to time;

**'Rules'** means one or both of the ASX Business Rules and the SCH Business Rules as the case requires;

**'SCH Business Rules'** means the Business Rules made by the SCH as in force from time to time;

**'Secured Assets'** means the Client's Secured Assets and the Guarantor's Secured Assets;

**'Securities'** means:

- (a) the securities described in section 1073A(1) of the Act; and
- (b) securities to which a declaration made by ASIC under section 1073E of the Act applies;

**'Security Interest'** means a mortgage, pledge, lien, charge, preferential right, trust arrangement, agreement or other arrangement given or created as security;

**'Settlement Holding'** has the meaning given to it in the SCH Business Rules;

**'Source Holding'** means the Client's Holding from which Securities will be deducted in giving effect to a Transfer, Conversion or other transaction under the Sponsorship Agreement;

**'Sponsorship Agreement'** means the sponsorship agreement required to be entered into between a Controlling Participant and a Holder in accordance with the SCH Business Rules and the ASX Business Rules;

**'Subposition'** has the meaning given to it in the SCH Business Rules;

**'Transfer'** has the meaning given to it in the SCH Business Rules; and

**'Variable Rate'** means the interest rate determined by Equity Finance from time to time.

### 1.3 Interpretation

In this document and the Agreements unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to the Agreements;
- (c) if the Agreements bind two (2) or more persons, they bind them individually and together;
- (d) a reference to a party includes that party's administrators, successors and permitted assigns;
- (e) a reference to a document or agreement, includes a reference to that document or agreement as extended, novated, altered or replaced;
- (f) a reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (g) 'dollar' and '\$' refer to Australian currency;
- (h) a reference to a specific time for the performance of an obligation is a reference to that time in the state, territory or other place where that obligation is to be performed; and
- (i) words implying natural persons include partnerships, bodies corporate, associations and public authorities.

This section contains all terms that are exclusive to the Margin Lending Agreement.

### 2. The Facility

#### 2.1 Availability of Facility

During the life of the Facility:

- (a) the Client may ask Equity Finance to advance amounts up to a total amount equal to the Lending Value; and
- (b) Equity Finance may or may not agree to advance those amounts as it sees fit.

#### 2.2 Advance conditions

Without limiting the generality of clause 2.1(b):

- (a) Equity Finance need not make the first Advance if the amount of the Advance does not exceed \$50,000; and
- (b) Equity Finance need not make an Advance if:
  - (i) an Event of Default has occurred or is perceived by Equity Finance as about to occur and has not been remedied or waived to the satisfaction of Equity Finance; or
  - (ii) an Advance would make the aggregate of the existing total of the Outstandings and the proposed Advance exceed the Lending Value.

#### 2.3 Equity Finance may cancel Facility

Subject to clauses 7.1 and 11, Equity Finance may cancel the Facility at any time by giving five (5) Banking Days' notice of cancellation to the Client. If so, the Facility is then cancelled and the Client must immediately repay the Outstandings to Equity Finance.

#### 2.4 Unused portions of Advances

The Client agrees that any part of an Advance not immediately required to be used by the Client may be placed by Equity Finance on deposit with a Cash Management Fund as a Client's Cash Deposit and that Equity Finance is irrevocably authorised to operate any such Cash Deposit accounts for the purposes of the Margin Lending Agreement.

### 3. Transaction Account and Advances

#### 3.1 Transaction Account

Equity Finance will open an account in its books in the Client's name and record in the Account all financial transactions contemplated by the Margin Lending Agreement with or involving the Client and any Guarantor's Security Interest.

#### 3.2 Equity Finance may debit unpaid amounts

In addition to debiting all Advances made by Equity Finance to the Client, Equity Finance may also debit the Account with all unpaid amounts that are due and payable by the Client or any Guarantor to Equity Finance, the Custodian or the Sponsor under any of the Agreements.

#### 3.3 Request for Advances

Unless otherwise agreed:

- (a) the Client or an Authorised Representative of the Client must give Equity Finance at least one (1) full Banking Day's notice of a requested Advance;
- (b) if any Advance is for the settlement of an Acquisition, the Client must provide Equity Finance with a copy of the purchase contract (or contract note) at least one (1) full Banking Day before the proposed date of settlement; and
- (c) the Client may not withdraw a request for an Advance unless agreed by Equity Finance.

#### 3.4 Use of Advances

Where Equity Finance agrees to an Advance, it will debit the Account with the amount of the Advance and the Client may only use the Advance wholly or predominantly for business or investment purposes including but not limited to an Acquisition.

### 4. Acquisitions

#### 4.1 Payment for Acquisitions

Where the aggregate of the existing total of the Outstandings and the proposed debit do not exceed the Lending Value, Equity Finance may authorise a debit to the Account for the undermentioned amounts as a further Advance but otherwise the Client must pay or procure payments to Equity Finance, the Custodian or the Sponsor (as directed) of all amounts needed to:

- (a) settle an Acquisition; and
- (b) pay all costs, charges, stamp and other duties, brokerage, application and other money relating to Acquisitions or any of the Secured Assets.

#### 4.2 Acquisitions by Client

The Client irrevocably acknowledges that:

- (a) all CHES Approved Securities purchased with the proceeds of an Advance must on settlement of the purchase be held by the Sponsor as Controlling Participant for the Client and be subject to the terms of the Client's Sponsorship Agreement; and
- (b) all Nomineed Marketable Securities purchased with the proceeds of an Advance must be acquired by the Custodian as nominee of the Client.

**5. Interest****5.1 Calculation and payment of interest**

Subject to clauses 5.2 and 5.3:

- (a) interest will be calculated daily on the Outstandings (less all Advances on which a Fixed Interest Rate has been paid) at the Variable Rate;
- (b) the Client must pay accrued interest monthly in arrears;
- (c) if the Client does not pay interest as required by clauses 5.1(a) and (b), Equity Finance may compound any unpaid interest monthly;
- (d) if the Outstandings and the accrued interest are less than the Lending Value, Equity Finance will debit accrued interest to the Account; and
- (e) Equity Finance may vary the Variable Rate at any time.

**5.2 Request for Fixed Interest Rate**

- (a) The Client may at any time request Equity Finance to fix the interest rate on one or more Advances at a Fixed Interest Rate for any period of between three (3) to thirteen (13) months or for such other fixed periods as agreed to by Equity Finance from time to time.
- (b) Equity Finance may in its absolute discretion agree or decline to accept any request in this context by the Client.
- (c) If Equity Finance agrees to fix the interest rate at a Fixed Interest Rate on any Advance or Advances and for the period specified by the Client then:
  - (i) the Fixed Interest Rate will apply to that Advance or Advances for that period; and
  - (ii) the Client must pay to Equity Finance the amount equal to the total interest payable on that Advance or Advances for that period when that Advance is made or when the Fixed Interest Rate is agreed, whichever is the later.
- (d) Equity Finance may (but is not obliged to) debit the Account with the interest specified in clause 5.2(c)(ii) as a further Advance, if the aggregate of the existing total of the Outstandings and the proposed debit do not exceed the Lending Value.

**5.3 Higher Rate of interest**

Following the occurrence of any Event of Default, interest on the entire Outstandings (allowing credit for any interest prepaid by the Client to Equity Finance) will accrue daily at the Higher Rate and may be capitalised monthly at the discretion of Equity Finance unless otherwise agreed by Equity Finance in writing.

**6. Fees****6.1 Establishment Fee**

The Client must pay Equity Finance the Establishment Fee, if any, on or before the date of the first Advance being made under the Facility.

**6.2 Registration Fee**

The Client must pay Equity Finance a Registration Fee for each company or trustee which is a Client or Guarantor.

**6.3 Excess Transaction Fee**

The Client must pay Equity Finance the Excess Transaction Fee for each settlement of a buy or sell order (other than for the first ten (10) settlements in any calendar year) effected by the Sponsor at the request of the Client or any Guarantor.

**6.4 Debit Authority**

The Client irrevocably authorises Equity Finance to debit the Account with all fees described in this clause 6 on the due dates if the aggregate of the existing total of the Outstandings and the proposed debit do not exceed the Lending Value.

**6.5 Fees not refundable**

The fees described in this clause 6 are not refundable in any circumstances.

**7. Repayment****7.1 Repayment on demand**

- (a) Subject to any acceleration of entitlements under clause 11, Equity Finance may demand at any time after six (6) months from the date of the Margin Lending Agreement that the Client repay the Outstandings in full and the Client will be obliged to do so immediately.
- (b) In this event Equity Finance agrees (subject to Equity Finance's rights under clause 28) to reimburse the Client with a pro rata amount of any interest prepaid under clause 5.

**7.2 Early repayment**

- (a) Except where directed by Equity Finance under the Margin Lending Agreement, the Client must ensure that the Outstandings exceed \$50,000 (or such other amount as Equity Finance determines from time to time) for six (6) months from the date of the first Advance.
- (b) Subject to clause 7.2(a) and excepting any amount subject to a Fixed Interest Rate, the Client may repay the whole or any part of the Outstandings:

- (i) at any time without penalty by giving at least one (1) full Banking Day's notice to Equity Finance; or
  - (ii) at any time without notice by paying Equity Finance an additional fee equal to one (1) day's interest calculated at the then applicable rate on the amount repaid.
- (c) Subject to clause 7.2(a), where all or any part of the Outstandings are subject to a Fixed Interest Rate, the Client may repay the whole or any part of that amount:
- (i) at any time but only after giving at least five (5) full Banking Days' notice to Equity Finance; and
  - (ii) after paying Equity Finance an additional fee to compensate for any break costs calculated to apply to Equity Finance in accordance with clause 12,
- and Equity Finance agrees to then reimburse the Client with a pro rata amount of prepaid interest.
- (d) If, despite clause 7.2(a):
- (i) the Client repays the whole or any part of the Outstandings within six (6) months of the date of the first Advance; or
  - (ii) Equity Finance demands repayment of the Outstandings in accordance with the provisions of the Margin Lending Agreement within six (6) months of the date of the Margin Lending Agreement,
- the Client must pay to Equity Finance the equivalent of interest for the remainder of the relevant six (6) month period at the Variable Rate in addition to any other fees payable to Equity Finance.

## **8. Mortgage Over Client's Secured Assets**

### **8.1 Mortgage**

- (a) The Client must give a first ranking mortgage (registrable in the case of any corporate Client) over the Client's Secured Assets in favour of Equity Finance as security for payment of the Outstandings.
- (b) If the Mortgage is a registrable mortgage given by a corporate Client, the maximum prospective liability secured by the Mortgage will be \$10,000,000. This amount and this provision apply only to fix priority under section 282(3) of the *Act* and do not in any way fix a limit on the amount that may be secured by or recoverable under the Mortgage.

### **8.2 Unencumbered Client's Secured Assets**

Unless otherwise agreed by Equity Finance in writing, the Client acknowledges and confirms that the Client's Secured Assets are free of any Security Interest and will remain free of any Security Interest for the duration of the Facility, save for the first mortgage given to Equity Finance pursuant to clause 8.1 and any security requirements of the OCH.

### **8.3 Continuing Mortgage**

The Mortgage will be:

- (a) a continuing security until Equity Finance executes a final discharge of it; and
- (b) in addition and without prejudice to any other Security Interest or right which Equity Finance holds now or in the future.

### **8.4 Client undertakings**

Unless otherwise agreed by Equity Finance in writing, the Client will:

- (a) not create, agree or attempt to create or allow to exist any Security Interest over or in respect of any Secured Assets;
- (b) not sell, redeem, dispose of, part with possession of or otherwise deal with or permit any dealing with any of the Secured Assets;
- (c) ensure that any legal proceedings will be instituted or defended as required by Equity Finance to protect any of the Secured Assets;
- (d) not do, omit to do or allow to occur any act, omission or thing which might result in:
  - (i) any of the Secured Assets being surrendered, forfeited, cancelled or prejudiced in any manner whatever or reduced in value; or
  - (ii) the Margin Lending Agreement or any right or powers or remedies of Equity Finance under the Margin Lending Agreement being prejudiced or adversely affected; and
- (e) duly and punctually comply and procure compliance with and observe and procure observation of all laws and guidelines, directions, requests or requirements of any governmental agency applicable to or affecting any of the Secured Assets.

### **8.5 Continuing Client entitlements**

- (a) Except in the case of Nominated Marketable Securities and for so long as no Event of Default exists, the Client will receive and enjoy all dividends, interest and other benefits and advantages (including voting rights) which relate to the legal or beneficial ownership of the Client's Secured Assets.

- (b) In the case of Nomineed Marketable Securities and unless otherwise agreed by Equity Finance in writing:
  - (i) Equity Finance will ensure that all dividends or other payments received by Equity Finance or the Custodian in connection with the Client's Secured Assets are paid into the Account for so long as no Event of Default exists; and
  - (ii) the Client waives its voting entitlements and acknowledges that with the exception of calls for payment on partly paid Marketable Securities neither Equity Finance nor the Custodian is required to forward any notifications or other information regarding any of the Nomineed Marketable Securities.

### 8.6 Discharge of Mortgage

If requested by the Client and at the Client's cost in every respect, Equity Finance will give the Client a release of Client's Secured Assets from the Mortgage:

- (a) releasing all the Secured Assets when the Client repays the Outstandings in full;
- (b) releasing part of the Secured Assets up to the extent that the Lending Value exceeds the Outstandings;
- (c) to the extent of any substitution if the Client substitutes other Marketable Securities which are of equal or greater Lending Value as security; and
- (d) to the extent agreed by Equity Finance if the Client gives Equity Finance further Secured Assets which are acceptable to it.

### 8.7 Retransfer on release

When Equity Finance releases any of the Secured Assets, Equity Finance will:

- (a) retransfer any Nomineed Marketable Securities forming part of those Secured Assets to the Client or Guarantor (as applicable);
- (b) deliver all documents of title to those Secured Assets to the Client or Guarantor (as applicable);
- (c) transfer all CHESS Approved Securities forming part of those Secured Assets to any Controlling Participant nominated by the Client or Guarantor (as applicable); and
- (d) authorise payment to the Client or Guarantor (as applicable) of the credit balance in any Client's Cash Deposit or Guarantor's Cash Deposit forming part of those Secured Assets.

## 9. Margin Calls

### 9.1 Margin calls

If at any time the Outstandings exceed the sum of the Lending Value and the Buffer Value, Equity Finance may in its absolute discretion verbally or in writing (a 'margin call advice') require the Client by 2.00pm Melbourne time on the Banking Day immediately after the day on which the Client is notified of Equity Finance's margin call advice (or within any longer period specified by Equity Finance) to:

- (a) lodge with Equity Finance additional Marketable Securities satisfactory to Equity Finance to form part of the Secured Assets;
- (b) reduce the Outstandings;
- (c) sell or redeem part of the Secured Assets; or
- (d) perform any combination of the above,

so that the Outstandings are equal to or less than the Lending Value as notified by Equity Finance in the margin call advice.

### 9.2 Failure to meet margin call

If the Client does not comply strictly with the terms of a margin call advice then in addition to the other rights of Equity Finance under clause 11.2, Equity Finance may remedy the Client's breach by realising, selling, redeeming or otherwise disposing of the whole or any part of the Secured Assets in any way, for any price and on any terms Equity Finance thinks fit in order that the Outstandings will be reduced to an amount equal to or less than the Lending Value.

### 9.3 No liability for Equity Finance

Equity Finance is not liable to the Client or the Guarantor if:

- (a) it realises more Secured Assets than are needed to reduce the Outstandings to an amount equal to or less than the Lending Value nor is Equity Finance liable to the Client in regard to the composition of Secured Assets which Equity Finance selects to realise;
- (b) Equity Finance, acting in good faith, realises any Secured Assets for an amount less than the Market Value of those Secured Assets at the time of realisation; or
- (c) Equity Finance decides not to realise, sell, redeem or fails to realise, sell or redeem the Secured Assets within a reasonable time or at all.

### 9.4 Deemed notification

For the purposes of clause 9.1, Equity Finance is deemed to have notified the Client of a margin call advice:

- (a) on despatch if Equity Finance sends the Margin Call Contact and/or Client a facsimile notifying the details of the margin call advice to the facsimile number supplied from time to time and receives a transmission report indicating that the entire facsimile has been successfully transmitted;
- (b) immediately if Equity Finance provides verbal communication of the margin call advice to the Margin Call Contact and/or Client; or
- (c) immediately after Equity Finance has made reasonable attempts to notify the Margin Call Contact and Client of the margin call advice.

## **10. Dealings with Secured Assets**

### **10.1 Equity Finance may transfer to Custodian**

- (a) The Client agrees that Equity Finance may at any time identify and nominate any Client's Marketable Securities or Guarantor's Marketable Securities forming or intended to form part of the Secured Assets as Nominated Marketable Securities and require or effect a transfer of the same to the Custodian.
- (b) The Client or Guarantor (as applicable) will remain liable to pay any calls made in respect of:
  - (i) partly paid Marketable Securities; and
  - (ii) any Marketable Securities subject to purchase or subscription price instalment payment arrangements,
 forming part of the Secured Assets at any time, and any failure to do so will constitute an Event of Default.
- (c) The Client agrees that Equity Finance may at any time identify and nominate any Nominated Marketable Securities and require transfer of the same to the Client or Guarantor (as applicable) subject to the same remaining Secured Assets.

### **10.2 Sales of Secured Assets**

- (a) The Client agrees that Equity Finance may refuse in its absolute discretion and instruct the Sponsor to refuse to settle any buy or sell order placed by or on behalf of the Client with any Broker unless that order was placed with the prior written consent of Equity Finance.
- (b) The Client agrees that Equity Finance may take instructions and act upon any buy or sell order placed for the Client by the Authorised Client Broker from time to time.
- (c) All sale proceeds generated from a sale of Secured Assets must be paid directly to Equity Finance for crediting to the Account unless otherwise agreed by Equity Finance.

## **11. Default**

### **11.1 Events of Default**

An Event of Default occurs if:

- (a) the Client or a Guarantor does not comply with an obligation under any of the Agreements, a Security Interest given by a Guarantor or under any other document or agreement between that person and Equity Finance or a body corporate related to Equity Finance (including but not limited to the Custodian and Nominee Agreement and Client's Sponsorship Agreement);
- (b) the Client or any Guarantor becomes Insolvent or (in the case of a natural person) dies or becomes of unsound mind or subject to any legal disability or incapacity;
- (c) a representation or warranty made to Equity Finance under any of the Agreements or under any other document or agreement between:
  - (i) the Client and Equity Finance or a body corporate related to Equity Finance; or
  - (ii) a Guarantor and Equity Finance or a body corporate related to Equity Finance,
 proves to be incorrect or misleading;
- (d) the Client or the Guarantor purports to revoke any of the authorities or directions set out in or contemplated by any of the Agreements;
- (e) an event occurs which in Equity Finance's opinion does or is likely to have a material adverse effect on:
  - (i) the Client's ability to comply with its obligations under the Agreements or any other relevant agreement; or
  - (ii) a Guarantor's ability to comply with its obligations under a guarantee or indemnity or Guarantor's Security Interest;
- (f) a security, guarantee or indemnity given by the Client or a Guarantor to Equity Finance is void, voidable or defective or is alleged to be so;
- (g) there is any failure to observe a margin call under clause 9.1; or
- (h) there is any failure to meet any payment obligation referred to in clause 10.1.

### **11.2 Rights on Default**

If an Event of Default occurs Equity Finance may in its absolute discretion do any one or more of the following:

- (a) require the Client or any Guarantor to immediately repay the Outstandings in full;
- (b) manage, hold or otherwise appropriate the whole or part of the Secured Assets for its own use;

- (c) realise, sell, redeem or otherwise dispose of the whole or any part of the Secured Assets in any way, for any price and on any terms Equity Finance thinks fit;
  - (d) terminate the Client's Sponsorship Agreement and enter into a new Sponsorship Agreement with any Controlling Participant on behalf of the Client;
  - (e) terminate the Custodian and Nominee Agreement;
  - (f) effect Conversions of all or any of the Secured Assets from Certificated Subregisters to CHES Subregisters or from CHES Subregisters to Certificated Subregisters;
  - (g) take such steps (at the Client's cost in every respect) as Equity Finance deems necessary to remedy the default or address the matter concerned;
  - (h) instruct the Custodian or Equity Finance's Broker to exercise any of the above powers as if it were the legal and beneficial owner of the Secured Assets;
  - (i) demand the Custodian pay Equity Finance money held or controlled by the Custodian as the Client's or any Guarantor's custodian for application against the whole or part of the Outstandings;
  - (j) set off the whole or part of the Outstandings against any amount owing by Equity Finance to:
    - (i) the Client or any Guarantor (including but not limited to the Client's Cash Deposits);
    - (ii) the Custodian as the custodian of the Client or any Guarantor; or
    - (iii) any person or body corporate related to the Client;
  - (k) apply amounts owing by Equity Finance to the Client towards payment of amounts owing by the Client to Equity Finance or any of Equity Finance's related corporations; and
  - (l) give notice to the Client that the Facility is cancelled forthwith.
- death of the Receiver, may appoint another in the Receiver's place;
- (iii) Equity Finance may from time to time fix the remuneration of the Receiver at an amount or rate of commission agreed between Equity Finance and the Receiver and, in the absence of such agreement, at the rate determined by Equity Finance; and
  - (iv) if two (2) or more persons are appointed as Receiver they may be appointed jointly or severally or both and may be appointed in respect of different parts of the Security Interest.
- (b) Unless and until Equity Finance by notice in writing to the Client and to the Receiver requires that the Receiver act as agent of Equity Finance, or until an order is made or resolution is passed for the winding up of the Client, the Receiver shall be the agent of the Client, and the Client alone shall be responsible for the acts and defaults of the Receiver, but in exercising any powers of Equity Finance, the Receiver shall have the authority of both the Client and Equity Finance.
  - (c) Subject to any specific limitations placed upon the Receiver by the terms of their appointment, the Receiver may, in addition to any right, power or remedy conferred upon them by law, do any act, matter or thing and exercise any right, power or remedy that may be done or exercised by Equity Finance in relation to any relevant Security Interest.

## 12. Indemnity for Break Costs

### 11.3 Appointment of a Receiver

- (a) Immediately upon or at any time after the occurrence of an Event of Default and in addition to the powers set out in clause 11.2 (and notwithstanding that an order may have been made or a resolution passed for the winding up of the Client), Equity Finance may appoint in writing any person to be a receiver or receiver and manager or like person ('Receiver') of any Security Interest and:
    - (i) the Receiver may be appointed by Equity Finance on such terms as Equity Finance thinks fit;
    - (ii) Equity Finance may remove a Receiver and, in the case of removal, retirement or
- (a) Where a Fixed Interest Rate is payable on all or any part of the Outstandings, the indemnity in clause 28.1 includes any loss, foregone profit and expense incurred or reasonably anticipated to be incurred or suffered:
    - (i) in connection with Equity Finance:
      - (A) changing, rearranging or ending any financial arrangements entered into by it in connection with the Outstandings (even if the financial arrangements were entered into for a large pool of funds); and
      - (B) redeploying or reinvesting any money paid or repaid to Equity Finance by or on behalf of the Client; and
    - (ii) because Equity Finance has lost the benefit of the agreement that the Outstandings should be at a fixed rate or outstanding for a fixed time or both.
  - (b) In this event, the amount of the loss, foregone profit and expense is to be determined by comparison with an available replacement loan at the time of payment or repayment by or on behalf of the Client.

# SECTION 3

## Custodian and Nominee Terms

This section contains all terms which are exclusive to the Custodian and Nominee Agreement.

### 13. Custodian Nominee

#### 13.1 Appointment

The Client will appoint the Custodian to act as its nominee for the Client's Nomineed Marketable Securities, and the Custodian will accept the appointment on the terms set out in the Custodian and Nominee Agreement.

#### 13.2 Custodian may use agent, sub-custodian

The Client agrees that the Custodian may:

- (a) use any agent, broker, sub-custodian or securities dealer which the Custodian think is necessary or convenient to discharge its respective responsibilities under the Custodian and Nominee Agreement, including its related entities; and
- (b) delegate any of the powers and authorities under the Custodian and Nominee Agreement including the power to delegate to any person, including a related entity.

#### 13.3 Acknowledgements

The Client irrevocably acknowledges that:

- (a) it will be bound by the terms of the Mortgage and authorises the Custodian to do all things necessary or appropriate to give effect to the Mortgage and the rights of Equity Finance as mortgagee; and
- (b) any breach by the Client of its obligations under the Custodian and Nominee Agreement will constitute an Event of Default.

#### 13.4 Authorities and directions

The Client will irrevocably authorise and direct the Custodian:

- (a) to act only on written or verbal instructions from an Authorised Representative of Equity Finance in relation to the Client's Secured Assets;
- (b) to complete and execute all documents needed to effect the registration of all the Client's Nomineed Marketable Securities in the name of the Custodian;
- (c) to hold on behalf of Equity Finance all Certificated Marketable Securities and all title documents for Certificated Marketable Securities;
- (d) unless instructed otherwise by Equity Finance to deposit promptly in the Client's Cash Deposit all money received by the Custodian on behalf of the Client including any proceeds of sale, distributions, dividends, interest and other financial benefits relating to the Client's Secured Assets;
- (e) to obtain the issue of duplicate certificates for the Client's Secured Assets if the original certificates are lost or destroyed or believed to be so;
- (f) to act as otherwise contemplated by or to give effect to the provisions of the Custodian and Nominee Agreement;

- (g) when instructed by Equity Finance in writing to:
  - (i) make all Acquisitions of Nomineed Marketable Securities as nominee of the Client;
  - (ii) settle all Acquisitions and buy or sell orders placed by the Client and approved by Equity Finance;
  - (iii) effect Conversions of the Client's Secured Assets;
  - (iv) retransfer Nomineed Marketable Securities to the Client;
  - (v) deliver documents of title to the Client's Secured Assets to Equity Finance;
  - (vi) give effect to any power provided to Equity Finance under the Margin Lending Agreement or the Power of Attorney;
  - (vii) transfer the legal and/or beneficial title to any of the Client's Secured Assets at any time (whether before or after sale or foreclosure by Equity Finance) to any person nominated by Equity Finance (including, without limitation, the Custodian);
  - (viii) redirect payment or any delivery of a dividend, or other payment, notice or scrip from the Client to any person nominated by Equity Finance by instructing the issuing companies in writing; and
  - (ix) exercise voting rights or any other power, right or remedy relating to the Client's Secured Assets.

#### 13.5 Custodian to notify Client

- (a) The Custodian will notify the Client as soon as practicable of notifications it receives of a call to be made on the Client's partly paid Nomineed Marketable Securities.
- (b) The Custodian may but need not notify the Client of other matters that come to its attention concerning the Client's Nomineed Marketable Securities or the Client's Secured Assets (including new issues).

### 14. Disclosure

The Client and Equity Finance each acknowledge that the Custodian may be required by the Act, other applicable legislation or regulations (including without limitation the *Corporations Regulations 2001*) or the articles of association of the Issuer to furnish details of the Client's holding of, information concerning or matters touching upon or concerning the Secured Assets. The Client and Equity Finance each authorise the Custodian to comply with all such requirements and to furnish such details as required without needing to first notify the Client or Equity Finance.

### 15. Termination

The appointment of the Custodian will continue until the Mortgage is fully discharged and may not otherwise be terminated by either the Client or the Custodian without the prior written consent of Equity Finance.

# 4 SECTION

## Sponsorship Agreement Terms

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This section contains all terms which are exclusive to the Client's Sponsorship Agreement.

### **16. Appointment of Sponsor and Termination of Previous Appointments**

#### **16.1 Appointment of Sponsor**

The Client will appoint the Sponsor to:

- (a) act as its Controlling Participant for the CHES Approved Securities forming part of the Client's Secured Assets; and
- (b) provide transfer and settlement services as agent for the Client in relation to Participant Sponsored Holdings,

and the Sponsor will accept the appointment on the terms and conditions contained in the Client's Sponsorship Agreement.

#### **16.2 Authorities and directions**

The Client will irrevocably authorise and direct the Sponsor:

- (a) to act only on written or verbal instructions from an Authorised Representative of Equity Finance in relation to the Client's Secured Assets; and
- (b) to establish a CHES Holding for the Client for the Client's CHES Approved Securities which are not Nominated Marketable Securities.

#### **16.3 Prior Sponsorship Agreements**

From the commencement of the Client's Sponsorship Agreement:

- (a) any prior Sponsorship Agreement or arrangement between the Client, Equity Finance or the Sponsor (or any of them) in relation to Participant Sponsored Holdings identified by HINs listed in the schedule of the Client's Sponsorship Agreement will be terminated, without prejudice to any rights or obligations which have accrued before termination; and
- (b) any such Holdings sponsored under prior agreements or arrangements will be sponsored under the Client's Sponsorship Agreement.

### **17. Duties and Powers of the Sponsor**

The duties and obligations owed by the Sponsor to the Client and Equity Finance under the Client's Sponsorship Agreement are to:

- (a) comply with the SCH Business Rules and exercise all due care in the performance of its obligations as sponsor of the Client; and
- (b) act in accordance with any instructions given by Equity Finance in relation to the Participant Sponsored Holdings, or the Client's Secured Assets.

### **18. Holding Information**

#### **18.1 Client to supply registration information**

The Client must supply to the Sponsor information and supporting documentation relating to the Client and its Participant Sponsored Holdings which is reasonably required by the Sponsor to permit it to comply with registration requirements for Participant Sponsored Holdings under the Rules.

#### **18.2 Client to notify of change**

If any information previously supplied by the Client changes, the Client must notify the Sponsor of the change (and supply any necessary supporting documentation) as soon as possible and the Sponsor must give SCH or the relevant Issuer notice of the change.

#### **18.3 Authority to Sponsor to obtain information**

The Client authorises the Sponsor to obtain statements of holding balances and other information in relation to Participant Sponsored Holdings from SCH and Issuers upon the request of Equity Finance or at such times as the Sponsor reasonably thinks necessary.

#### **18.4 Costs of obtaining information**

If statements or information are obtained at the Client's request, the Client will bear the reasonable costs of obtaining the statements or information, but otherwise the Sponsor shall bear any costs.

### **19. The Sponsor Must Initiate Transfers Out of Participant Sponsored Holdings**

#### **19.1 Sponsor to initiate Transfers or Conversions**

Subject to clause 19.2, only the Sponsor may initiate a Transfer or Conversion of Securities held in a Participant Sponsored Holding.

#### **19.2 Endorsement of transfers**

If Securities or renounceable rights in a CHES Holding are to be transferred or renounced and transferred using a form of transfer which requires execution by the transferor, the Client must obtain, and the Sponsor must provide, the Sponsor's endorsement of the transfer before the transfer is delivered.

### **20. Renounceable Rights**

If renounceable rights arise in relation to a CHES Sponsored Holding, the rights are to be held or renounced and transferred on the same basis under the Client's Sponsorship Agreement as the Securities in the Holding, with any modifications which the circumstances require.

## **21. Settlement Holdings**

The Client acknowledges that the Sponsor maintains or will maintain Settlement Holdings for the purpose of facilitating settlement of Securities transactions in CHES and authorises the Sponsor to transfer the Client's Securities into and out of those holdings to facilitate settlement of transactions on behalf of the Client.

## **22. Termination**

The Client's Sponsorship Agreement may not be terminated by either the Sponsor or the Client without obtaining the prior written consent of Equity Finance.

## **23. Business Rules**

### **23.1 Agreement subject to Rules**

The Client's Sponsorship Agreement is subject to the Rules in force from time to time and the Client shall not take any action which may prevent or impede the Sponsor from complying with its obligations under the Rules.

### **23.2 Variation or inconsistency with Rules**

If, as a result of an amendment to the Rules, a provision of the Client's Sponsorship Agreement becomes inconsistent with a provision of the Rules applicable to the Sponsor and the Client, the Sponsor may, by giving the Client not less than seven (7) days' written notice, vary the Client's Sponsorship Agreement to the extent which in the Sponsor's reasonable opinion is necessary to remove the inconsistency.

## **24. Statutory Information**

### **24.1 Sponsor holder authorised to deal**

The Sponsor is duly authorised to carry on a securities business in relation to any Securities under the *Act*.

The Client is entitled to obtain information as to the status of the Sponsor from ASIC.

### **24.2 Client may complain to authority**

If the Client decides to make any complaint regarding the operation of the Client's Sponsorship Agreement it may do so to any appropriate regulatory authority or to SCH pursuant to the Rules.

### **24.3 Sponsor's ability to meet compensation claim**

If the Client makes a claim for compensation against the Sponsor, the ability of the Sponsor to satisfy that claim will depend upon the financial stability of the Sponsor.

## **24.4 Change of Sponsor on suspension**

Subject to clause 25.3, if the Sponsor is suspended from participation in CHES, the Client may give notice to SCH within 21 days requesting that any Participant Sponsored Holdings of the Client be removed from the CHES Subregister or from the control of the Sponsor to the control of a Broker with whom they have entered into a valid Sponsorship Agreement under Rule 19.5.3 of the Rules.

If the Client does not give such a notice, the Client acknowledges that SCH may effect a change of the Controlling Participant under Rule 19.5.4 and the Client will be deemed to have entered into a new Sponsorship Agreement with the substitute Broker on the same terms as the Client's Sponsorship Agreement.

## **24.5 SCH**

SCH takes no responsibility for and has not approved the abilities or qualifications of the Sponsor.

## **25. Acknowledgements**

### **25.1 Client acknowledgements under SCH Rules**

The Client irrevocably acknowledges that:

- (a) neither the ASX nor any of its subsidiaries (including SCH) has any responsibility for supervising or regulating the relationship between the Sponsor and the Client;
- (b) before the Client executed the Client's Sponsorship Agreement, a responsible officer of the Sponsor explained the effect of the Client's Sponsorship Agreement to the Client;
- (c) the Client understands the effect of the Client's Sponsorship Agreement;
- (d) if:
  - (i) a Transfer is taken to be effected by the Sponsor under the Client's Sponsorship Agreement; and
  - (ii) the Source Holding for the Transfer is a Participant Sponsored Holding under the Client's Sponsorship Agreement;

then:

- (iii) the Client may not assert or claim against SCH or the relevant Issuer that:
  - (A) the Transfer was not effected by the Sponsor; or
  - (B) the Sponsor was not authorised by the Client to effect the Transfer; and

- (iv) unless the Transfer is also taken to have been effected by a Broker, the Client has no claim arising out of the Transfer against the National Guarantee Fund under s.888A of the *Act*;
- (e) if the Client makes a claim for compensation, the ability of the Sponsor to satisfy the claim will depend on the Sponsor's financial circumstances;
- (f) in the situations set out under s.888A of the *Act* and Part 7.5 Division 4 of the *Corporations Regulations*, the Client may make a claim on the National Guarantee Fund;
- (g) subject always to the rights and entitlements of Equity Finance and the Sponsor under any of the Client's Sponsorship Agreement, the Margin Lending Agreement and the Power of Attorney:
  - (i) in the event of death or Bankruptcy of the Client, a Holder Record Lock will be applied to all Participant Sponsored Holdings in accordance with the SCH Business Rules, unless the Client's legally appointed representative or trustee elects to remove the Participant Sponsored Holdings from the CHES Subregister;
  - (ii) in the event of death of the Client, the Client's Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Client's estate, for a period of up to three (3) calendar months after the removal of a Holder Record Lock applied pursuant to clause 25.1(g)(i) unless the Client's legally appointed representative elects to remove the Participant Sponsored Holdings from the CHES Subregister;
  - (iii) if the Client is two or more natural persons, then in the event of the death of any one Client, the Sponsor shall transfer all Participant Sponsored Holdings into new CHES Holdings under the new Holder Record in the name of the surviving Client or Clients, and the Client's Sponsorship Agreement will remain valid for the new CHES Holdings under the new Holder Record; and
  - (iv) if the Client is two or more natural persons, then in the event of the Bankruptcy of any one Client, the Sponsor will:
    - (A) unless the legally appointed representative of the bankrupt Client elects to remove the Participant Sponsored Holdings from a CHES Subregister, establish a new Holder Record in the name of the bankrupt Client, transfer the interest of the bankrupt Client into a new CHES Holding under a new Holder Record and request that SCH apply a Holder Record Lock to all CHES Holdings under that Holder Record; and
    - (B) establish a new Holder Record in the names of the remaining Clients and transfer the interest of the remaining Clients into new CHES Holdings under the new Holder Record; and
- (h) despite the requirements of the SCH Business Rules regarding Holder Record Locks:
  - (i) if the Sponsor is at any time required to request that a Holder Record Lock be applied, the Sponsor may, at the request of Equity Finance, simultaneously or at any later time request removal of that Holder Record Lock; and
  - (ii) any request made by a legally appointed representative of the Client to remove a Holder Record Lock without the prior written consent of Equity Finance may conflict with the rights and interests of Equity Finance under the Client's Sponsorship Agreement and/or the Margin Lending Agreement.

## 25.2 Benefit of acknowledgements

The Client irrevocably acknowledges that the Sponsor holds the benefit of the acknowledgements given in clause 25.1 for the benefit of itself, SCH and the relevant Issuer.

## 25.3 Change of Controlling Participants

The Client may request the SCH to change the Controlling Participant for the Participant Sponsored Holding only to a party nominated by Equity Finance or with the prior written consent of Equity Finance.

## 26. Disclaimer

Save for any liability which cannot be excluded and save for the rights and remedies which a Client may have under the *Trade Practices Act 1974* (Cth), the *Australian Securities and Investments Commission Act 2002* (Cth), the *Act* and similar laws, the Sponsor, its employees and agents disclaim all responsibility for any loss or damage which may be suffered by the Client or any other persons directly or indirectly through the Client's dealings with the Sponsor, whether that loss or damage is caused by any fault or negligence on the part of the Sponsor or otherwise.

# SECTION 5 General Terms

This section contains general terms and conditions that are materially standard across the Agreements.

## 27. Representations and Warranties

### 27.1 Status and power

The Client irrevocably represents and warrants to Equity Finance, the Custodian and the Sponsor that:

- (a) if the Client is a body corporate, the Client is properly incorporated and validly exists;
- (b) the Client has the power to enter into the Agreements and to carry out any transaction or obligation contemplated by any of them; and
- (c) all necessary action has been taken to make the Agreements valid and binding on the Client and to enable the Client to carry out any transaction or obligation contemplated by the Agreements.

### 27.2 Further representations and warranties

Unless the Client notifies Equity Finance within five (5) Banking Days before the date of the Margin Lending Agreement (or after that date, a date upon which these representations and warranties are repeated) and Equity Finance accepts the notice in writing, the Client irrevocably represents and warrants to Equity Finance, the Custodian and the Sponsor that:

- (a) no Event of Default has occurred;
- (b) the Client has not failed to observe any law of the Commonwealth or any State or Territory, a Security Interest, or another legal instrument or arrangement by which it is bound, which may have a material adverse effect on the Client;
- (c) the Client in executing or performing its obligations under the Margin Lending Agreement does not create a Security Interest on, or a charge does not crystallise over, a Secured Asset (other than that created in favour of Equity Finance);
- (d) the Client is not a trustee of a trust or settlement; and
- (e) all information provided to Equity Finance, the Custodian or the Sponsor by or on behalf of the Client is accurate and not misleading by omission (including, but not limited to information in any financial accounts).

### 27.3 Repetition of representations and warranties

The representations and warranties set out in this clause 27 are repeated on each day on which Equity Finance makes an Advance to the Client for the facts and circumstances at the time.

## 27.4 Equity Finance not liable

The Client irrevocably acknowledges that:

- (a) it has obtained its own advice and satisfied itself that it fully understands the risks involved in utilising the Facility;
- (b) prior to the execution of the application form it has read and understood all the terms and conditions of the Agreements as set out in this document;
- (c) the obligations of Equity Finance, the Custodian and the Sponsor are limited to those expressly set out in the Agreements;
- (d) to the greatest extent permitted by law, Equity Finance, the Custodian and the Sponsor are not liable in connection with or to be held in any respect responsible for:
  - (i) any movement or change in the value of Secured Assets; or
  - (ii) any information, advice or opinion provided by Equity Finance, the Custodian, the Sponsor or any person on behalf of Equity Finance, the Custodian or the Sponsor, even if provided at the request or relied upon by the Client; and
- (e) it has not entered into the Agreements in reliance on any representation or warranty made by Equity Finance, the Custodian, the Sponsor or any employee or other person associated with or representing Equity Finance, the Custodian or the Sponsor except those representations and warranties set out in this document; and
- (f) if it desires to trade in Options, it fully understands the risks and obligations involved and that if any Option is used as a Secured Asset, that both the Market Value and the Lending Value of that Option can decrease to be of no value.

## 28. Indemnities

### 28.1 Indemnity by Client

The Client irrevocably indemnifies Equity Finance or the Custodian for any costs, losses, damage or liability which Equity Finance or the Custodian incur or are liable to pay in connection with any matter contemplated by the Agreements, limited to any interest break costs (including but not limited to any costs incurred in connection with any Option and any legal costs incurred in connection with enforcing any of the Agreements on a solicitor and own client basis).

# SECTION 5

## General Terms continued

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### 28.2 Indemnity by Equity Finance

Equity Finance agrees to indemnify the Custodian against any loss, damage, costs, charge or expense which the Custodian may incur as a result of following any instructions or directions of Equity Finance or complying with the Custodian's obligations under the Agreements.

### 28.3 Indemnity by the Custodian

The Custodian irrevocably agrees with Equity Finance and the Client to indemnify Equity Finance and the Client against any loss, damage, cost, charge or expense which Equity Finance or the Client may incur by reason of the Custodian's default in the performance of its obligations under the Agreements.

## 29. If The Client is a Trustee

### 29.1 If the Client is a trustee

This clause 29 will apply if the Client enters into the Agreements as a trustee whether or not Equity Finance, the Custodian or the Sponsor has notice of the trust.

### 29.2 Client enters deed as trustee

If the Client is a trustee, the Agreements will bind the Client in both a personal capacity and in its capacity as a trustee.

### 29.3 No limit on rights

Equity Finance and, if a party to the relevant Agreement, the Custodian or the Sponsor, may exercise all their respective rights, powers and remedies under the Agreements as if there were no trust.

### 29.4 No enquiry about trust administration

Equity Finance, the Custodian and the Sponsor agree to deal with the Client without enquiring about its administration of any trust and, in return the Client indemnifies Equity Finance, the Custodian and the Sponsor against loss due to irregularity in the Client's administration of any trust or not performing a duty in connection with a trust.

### 29.5 Client's warranties

The Client irrevocably represents and warrants and agrees that:

- (a) it can be indemnified out of the assets of the trust for all liabilities incurred under the Agreements;
- (b) it must not exercise a right to be indemnified out of the assets of a trust unless it first satisfies all its liabilities under the Agreements;

- (c) Equity Finance, the Custodian and the Sponsor can be subrogated to the Client's right of indemnity; and
- (d) it has properly exercised its trust powers and has full authority under the trust to enter into the Agreements.

## 29.6 Details of trusts

Without limiting the provisions of this clause 29, the Client acknowledges that it will enter into the Agreements in its capacity as the trustee of any trusts advised in writing to Equity Finance for this purpose.

## 29.7 Meaning of 'trust'

In this clause 29 'trust' includes each trust for which the Client now or in the future acts as trustee and the documents establishing or evidencing that trust.

## 30. Payments

### 30.1 Address

The Client must make payments, including without limitation, payments of calls on partly paid shares forming part of the Client's Secured Assets, to Equity Finance or the Custodian (as the case requires):

- (a) at the address specified as that for Equity Finance or the Custodian (as applicable) in the Agreements or any other address notified from time to time by Equity Finance or the Custodian (as applicable) to the Client;
- (b) by electronic funds transfer or by cheque;
- (c) in immediately available funds; and
- (d) free of any set-off or counterclaim.

### 30.2 Banking Day

If a payment or other obligation falls due on a day which is not a Banking Day, then it must be made or performed on the next Banking Day.

## 31. Certificates Conclusive

### 31.1 General certificates

A certificate from Equity Finance as to any matter under the Agreements is conclusive except if there is manifest error.

### 31.2 Other certificates

A certificate signed by an Authorised Representative of Equity Finance stating:

- (a) that a specified sum of money is owing or payable (or both) under the Agreements;
- (b) that an Event of Default has occurred; or

- (c) something relevant to the rights or obligations of Equity Finance or of the Client under the Agreements,

is admissible in proceedings and is conclusive evidence of the matters stated except if there is manifest error.

### **32. Costs**

The Client must pay on demand to Equity Finance, the Custodian or the Sponsor (as the case requires) all taxes (except income tax imposed in Australia on the income of Equity Finance, the Custodian or the Sponsor), stamp duty, registration fees, other government charges, FID, bank account debit and other taxes, costs, levies and expenses payable or which Equity Finance, the Custodian or the Sponsor incurs or is liable to pay in connection with:

- (a) all transactions contemplated by the Agreements; and
- (b) enforcing the Agreements,

unless Equity Finance agrees to debit those amounts to the Account.

### **33. Information Provided to Equity Finance**

#### **33.1 Changes to information provided to Equity Finance**

If any information provided to Equity Finance by the Client should alter at any time, the Client must immediately notify Equity Finance of the changes and provide Equity Finance with all documentation necessary to substantiate those changes.

#### **33.2 Provision of financial information**

The Client agrees to provide to Equity Finance all financial information requested by Equity Finance from time to time at the absolute discretion of Equity Finance.

### **34. Notices**

#### **34.1 Must be in writing**

Except as otherwise expressly provided in the Agreements, all requests, demands, instructions, notices and other communications made under the Agreements must be made in writing.

#### **34.2 How a notice may be sent**

A request, demand, instruction, notice and other communication is properly given or made if it is addressed to an Authorised Representative of the recipient party and is:

- (a) delivered to the recipient party at its address as specified in the Agreements or as otherwise notified in writing by the recipient party to the sending party from time to time;

- (b) posted by ordinary, certified or security post to the recipient party at the address as specified in the Agreements or as otherwise notified in writing by the recipient party to the sending party from time to time; or

- (c) sent or transmitted by facsimile to the recipient party's facsimile number as specified by the recipient party in writing from time to time.

#### **34.3 When a notice is received**

Except as otherwise expressly provided in the Agreements, a request, demand, instruction, notice or other communication is received by the recipient:

- (a) if delivered personally, when delivered;
- (b) if posted, on the second Banking Day after the day on which it is posted; and
- (c) if sent by facsimile, on receipt of a transmission report indicating that the entire facsimile has been successfully transmitted to the recipient's facsimile number as specified by the recipient in writing from time to time.

#### **34.4 Agent for receiving notices**

If the Client comprises more than one person, a notice:

- (a) given to one of those persons is deemed to have been given to all persons; and
- (b) given to Equity Finance, the Custodian or the Sponsor by one of those persons is deemed to have been given by all persons.

### **35. Waivers**

#### **35.1 No waiver**

A failure or delay by Equity Finance, the Custodian or the Sponsor to exercise a right, power or remedy under the Agreements will not operate as a waiver of a breach or default by the Client, nor will a single or partial exercise of a right, power or remedy preclude a further or other exercise of a right, power or remedy.

#### **35.2 Waiver to be in writing**

Any specific waiver by Equity Finance or the Custodian or the Sponsor (as applicable) of a right, power or remedy under the Agreements will be effective only if in writing signed by Equity Finance, the Custodian or the Sponsor (as applicable).

### **36. Variation or Amendment**

Except as provided in clause 23.2, a variation of any of the Agreements must be in writing and signed by both Equity Finance, the Client and, if a party to the Agreement, the Custodian and the Sponsor.

**37. Severability****37.1 Provision to be read down**

If a provision of any of the Agreements is capable of being read down and doing so would prevent that Agreement or that provision being illegal or unenforceable, that provision is to be read down to the extent necessary to prevent that Agreement or that provision being illegal or unenforceable.

**37.2 Illegal or unenforceable provision**

If, despite clause 37.1 a provision of any of the Agreements is illegal or unenforceable:

- (a) and it would be legal and enforceable if a word or words were omitted, that word or those words are severed; and
- (b) in any other case, the whole provision is severed, and the remainder of that Agreement will continue in force.

**38. Client Acknowledgements**

The Client irrevocably agrees and acknowledges that it:

- (a) has separately completed, signed and delivered an application form to Equity Finance containing various information (including but not limited to Margin Call Contact, Authorised Representative, Authorised Client Broker and notice details), consents, a detailed risk acknowledgment and a power of attorney conferring power upon Equity Finance and each Authorised Representative of Equity Finance, all of which will be relied upon by Equity Finance in:
  - (i) entering into the Agreements;
  - (ii) continuing to provide the Facility; and
  - (iii) exercising its rights and entitlements under the Agreements;
- (b) will be bound by the terms governing any Cash Management Fund from time to time subject to the terms of the Agreements and that Equity Finance is irrevocably authorised to operate any such account for the purposes of the Agreements; and
- (c) is the Client's responsibility to ensure that a Margin Call Contact is contactable during normal business hours on every Banking Day during the term of the Facility.

**39. Time of the Essence**

Time will be of the essence in respect of each and all of the respective obligations of the Client under the Agreements.

**40. Assignment****40.1 Assignment by the Client**

The Client may not assign or attempt to assign any of its rights under the Agreements unless it has obtained the prior written consent of Equity Finance.

**40.2 Assignment by Equity Finance**

Equity Finance may assign its rights under any of the Agreements.

**40.3 Assignment by Custodian or Sponsor**

The Custodian or Sponsor may assign its rights under any of the Agreements with the prior written consent of Equity Finance.

**41. Further Assurance**

The Client must do all things that Equity Finance or, if a party to the Agreement, the Custodian or the Sponsor requires to give effect to the intent and purpose of the Agreements and to ensure that Equity Finance and the Custodian or Sponsor (if a party to the Agreement) have the full benefit of the rights and powers contemplated under the Agreements.

**42. Proper Law**

The Agreements are governed by the law which applies in Victoria and the Client submits to the non-exclusive jurisdiction of the courts of the State of Victoria and all courts of appeal from them.

## Margin Lending

# Application Form

This is the Margin Lending Application Form. Please tear it out. Complete the Relevant Sections, review the checklist on the back cover and return it and any enclosures to JBWere Equity Finance Ltd at the JBWere office listed in your state or territory.

### **Melbourne**

Level 16, 101 Collins Street  
Melbourne, VIC, 3000  
Telephone (03) 9679 1111  
Facsimile (03) 9679 1493

### **Sydney**

Level 42, Governor Phillip Tower  
1 Farrer Place  
Sydney, NSW, 2000  
Telephone (02) 9321 8777  
Facsimile (02) 9321 8500

### **Brisbane**

Level 37, Riverside Centre  
123 Eagle Street  
Brisbane, QLD, 4000  
Telephone (07) 3258 1111  
Facsimile (07) 3258 1112

### **Gold Coast**

65-67 Thomas Drive  
Chevron Island  
Gold Coast, QLD, 4217  
Telephone (07) 5582 2444  
Facsimile (07) 5582 2400

### **Adelaide**

Level 13, 45 Pirie Street  
Adelaide, SA, 5000  
Telephone (08) 8407 1111  
Facsimile (08) 8407 1112

### **Perth**

Level 19, 140 St. George's Terrace  
Perth, WA, 6000  
Telephone (08) 9422 3333  
Facsimile (08) 9422 3399

### **Canberra**

Level 3, 60 Marcus Clarke Street  
Canberra, ACT, 2601  
Telephone (02) 6218 2000  
Facsimile (02) 6218 2001

JBWere Equity Finance Limited  
Call 1800 780 809

Margin Lending

# Application Form

JBWere Equity Finance Limited  
Call 1800 780 809

By signing this form I/we (together the 'Client') apply for a margin lending facility from JBWere Equity Finance Limited (ACN 008 614 122) ('JBWere Equity Finance') and, if this application is accepted by JBWere Equity Finance, I/we agree and acknowledge that I/we will be bound by all the terms and conditions of this application and Information Memorandum No. 5.

Unless otherwise defined, terms used in this application have the same meaning as set out in Information Memorandum No. 5.

## 1

**Client Risk Acknowledgement (all applicants must read)**

By signing this document and entering into a margin lending facility with JBWere Equity Finance, each Client irrevocably acknowledges that:

- (a) The Client will be exposed to the volatility of the share market of the Australian Stock Exchange. The share market is a determinant of the value of the portfolio making up the security for a margin loan, although JBWere Equity Finance retains sole discretion in determining the amount which can be borrowed against the portfolio (i.e. the '**Lending Value**').
- (b) If there is a decrease in the value of the portfolio which is security for the moneys owing by the Client under the Margin Lending Agreement (i.e. the '**Outstandings**'), the Client may be required to make up a shortfall. These decreases may be significant and very sudden and a significant shortfall amount may be required on very short notice. The shortfall may be met by a reduction of the Outstandings resulting from a sale of part of the portfolio or payment of a cash amount or providing additional Approved Marketable Securities. This requirement to meet a shortfall is what is termed a '**margin call**'. The Client will be required to meet any margin call by 2.00pm on the Banking Day following notice being given.
- (c) JBWere Equity Finance retains the discretion to vary and potentially reduce the amount by which each individual asset is discounted (i.e. the '**Ratio**') at any time, as well as retaining control over the list of Approved Marketable Securities which may be used as security. JBWere Equity Finance may add to or reduce the list of Approved Marketable Securities at any time.
- (d) Should the Client fail to meet any margin call or if any other Event of Default occurs, JBWere Equity Finance may require immediate repayment of the Outstandings and take enforcement action including the sale of all or any part of the Secured Assets consistent with the terms of the Margin Lending Agreement.
- (e) The interest rate chargeable on the Outstandings, the income received on the Secured Assets and any gearing are variables which add to the risks to which the Client will be exposed.
- (f) JBWere Equity Finance also retains the discretion to require immediate repayment of the Outstandings at any time after the expiration of six months from the date of the Margin Lending Agreement.
- (g) Also consistent with the Margin Lending Agreement terms, the Client irrevocably acknowledges and agrees that:
  - (i) it should seek or has obtained independent legal and financial advice (including tax advice), relating to all aspects of margin lending and, if applicable, negative gearing;
  - (ii) JBWere Equity Finance has not made any representations or warranties about the tax implications of the Margin Lending Facility and associated transactions for the Client;
  - (iii) JBWere Equity Finance has not specifically assessed the suitability of any margin lending facility arrangements for the Client and is not providing investment advice by making any margin lending facility available to the Client;
  - (iv) it has made its own investigations into margin lending and has not relied on any representation made or information provided by JBWere Equity Finance;
  - (v) it is required to enter into a CHESS Sponsorship Agreement to enable CHESS Approved Securities to be held in the Client's name under the control of the Sponsor at the direction of JBWere Equity Finance, and the Sponsorship Agreement has been explained to the Client and it understands the impact of that agreement;
  - (vi) the Lending Ratio used to determine the amount JBWere Equity Finance is prepared to lend on the Client's portfolio is not an indication of the stability of the entities issuing the Approved Marketable Securities which make up the portfolio;
  - (vii) it may be liable to pay stamp duty on the documents required for the Facility as well as stamp duty on marketable securities acquired or disposed of, as well as brokerage fees and other stamp duty taxes or fines or any other similar amount or impost for any reason;
  - (viii) it may be liable to indemnify JBWere Equity Finance for costs associated with early termination of a fixed interest rate arrangement for any reason; and
  - (ix) this statement does not disclose all risks involved in borrowing against marketable securities or in relation to any margin lending facility.

## 2

**Additional Client Consents****Tape Recording Consent and Privacy Act Consent and Acknowledgement (all applicants must read)**

By signing this document, the Client irrevocably:

- (a) authorises JBWere Equity Finance to tape record any conversations between any person identifying themselves as the Client and an employee of JBWere Equity Finance;
- (b) (i) agrees and acknowledges that it gives its express consent pursuant to the *Listening Devices Act 1969* (Vic), the *Surveillance Devices Act 1999* (Vic), the *Telecommunications Interception Act 1979* (Cth) and any other similar legislation in place from time to time in any other State or Territory, to have any such conversations recorded;
- (ii) acknowledges that JBWere Equity Finance is not obliged to tape any conversation referred to in 2(a) above; and
- (iii) consents to any recording made under 2(a) being used (or any transcript of the recording being used) in any proceedings which may be commenced in connection with the Agreements.

The Client acknowledges that information concerning the Client, including any:

- information contained in this Application;
- information that this Application has been made or declined;
- information collected as a consequence of this Application;
- information concerning the Client's death or insolvency;
- identifying reference used for the Client by any of the JBWere Group; and
- amendment to this information.

may be made available to, or used by, any member of the JBWere Group and any entity carrying out functions on behalf of the JBWere Group for the purpose of:

- facilitating the provision of a Margin Lending Facility to the Client; enabling the JBWere Group to provide products, services or information to you in accordance with your requests or reasonable expectations; the JBWere Group's research, planning, product development; risk assessment and modelling and marketing; and providing improved reporting to you, and any other purpose required or authorised by law.

## 2

**Additional Client Consents (continued)**

The Client acknowledges and irrevocably authorises that such information may be used for the purpose of enabling the JBWere Group to ascertain whether or not it has other services or products which may foreseeably meet the Client's needs and to notify the Client about these and for the direct marketing of those services and products, unless the Client advised JBWere Limited otherwise in writing.

The Client provides its consent for each member of the JBWere Group to collect, retain, use, store and disclose such information as detailed above and is aware that without such consent, JBWere Equity Finance may not be able to assess its Application.

The Client understands that it may access personal information held by the JBWere Group, relevant to the Client, by contacting its JBWere Adviser.

The Client acknowledges and irrevocably authorises that JBWere Equity Finance may give information about the Client to a credit reporting agency before, during or after the provision of credit to the Client, for the following purposes:

- to obtain a consumer credit report about the Client; and/or
- allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

This information is limited to:

- identity particulars;
- the Client's application for credit or commercial credit;
- the fact that JBWere Equity Finance is a current credit provider to the Client;
- loan repayments which are overdue by more than 60 days, and for which debt collection action has started;
- advice that the Client's loan repayments are no longer overdue in respect of any default that has been listed;
- information that, in the opinion of JBWere Equity Finance the Client has committed a serious credit infringement; and
- dishonoured cheques – cheques drawn by the Client for \$100 or more which have been dishonoured more than once.

The Client acknowledges and irrevocably authorises that JBWere Equity Finance may obtain a consumer credit report about the Client for the purpose of assessing the Client's application for credit.

The Client acknowledges and irrevocably authorises that JBWere Equity Finance may obtain information about the Client from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing the Client's application for credit.

The Client acknowledges and irrevocably authorises that JBWere Equity Finance may give to a person who is currently a guarantor, or who is a proposed guarantor, a credit report containing information about the Client for the purpose of:

- the prospective guarantor deciding whether to act as guarantor, or
- to keep the existing guarantor informed about the guarantee.

The information disclosed can include anything about the Client's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.

The Client acknowledges and irrevocably authorises that JBWere Equity Finance may exchange credit information about the Client with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency or:

- the Client's broker;
- the Custodian;
- any entity in which the Client purchases security under the Facility; or
- any member of the JBWere Group.

This may be done for the following purposes:

- to assess an application by the Client for credit;
- to notify other credit providers of a default by the Client;
- to exchange information with other credit providers as to the status of this loan where the Client is in default with other credit providers; and/or
- to assess the Client's credit worthiness.

The information exchanged can include anything about the Client's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.

The Client acknowledges and irrevocably authorises that JBWere Equity Finance may provide Tax File Number information (as defined in the *Privacy Act 1988* (Cth)) about the Client to the Custodian, the JBWere Group and any entity in which the Client purchases securities under the Facility and any entity in which the Client purchases securities under the Facility.

The Client acknowledges that JBWere Equity Finance is authorised to do the above according to the provisions of the *Privacy Act 1988* (Cth).

## 3

**Consumer Credit Code Declaration of Purpose of Advances (all individual applicants must read)**

By signing this document, the Client declares that the Advance to be provided to it by JBWere Equity Finance under the Facility is to be applied wholly or

predominantly for business or investment purposes (or for both purposes).

## 4

**JBWere Equity Finance may Share Charges and Pay Commissions (all applicants must read)**

By signing this document, each Client irrevocably agrees that:

- JBWere Equity Finance may at its discretion share any transaction charge or fee (including but not limited to brokerage or interest) with, or pay a commission, introduction or other fee to any other person in connection with the transactions and activities contemplated under the Agreements and the Facility (including but not limited to payments or benefits JBWere Equity Finance may elect to give to any Broker, financial planner, advising accountants and/or lawyers who may or may not be known to the Client or any Guarantor);
- JBWere Equity Finance may at its discretion receive a commission, introduction or other fee or benefit from any person in connection with the

transactions and activities contemplated under the Agreements and the Facility (including but not limited to payments or benefits JBWere Equity Finance may receive from any Broker, financial planner, advising accountants and/or lawyers or other persons who may or may not be known to the Client or any Guarantor);

- JBWere Equity Finance is not obliged to disclose the details of any payment made under paragraphs 4 (a) or (b) to the Client or any Guarantor; and
- He/she consents to JBWere Equity Finance or any body corporate related to JBWere Equity Finance earning fees or commissions in connection with any of the Client's Cash Deposits in the ordinary course of its business.

**When you complete this form:**

Issued **November 2002**

- Use a **BLACK PEN**.
- Print well within the boxes in clear **BLOCK LETTERS**
- Start at the left and leave one box between words.

**5 First Individual Client Applicant (all individual applicants must complete this section)**

Title	Mr	Mrs	Miss	Ms	Dr										
Given Names in full															
Surname															
Postal Address															
Street, Road or Avenue Name															
Suburb/Town						State			Postcode						
Residential Address (if different to Postal Address)															
Street, Road or Avenue Name															
Suburb/Town						State			Postcode						
Address for Registration of Shares* (if different to Postal Address)															
Street, Road or Avenue Name															
Suburb/Town						State			Postcode						
Business Telephone	(		)					Home	(		)				
Business Facsimile	(		)					Mobile							
Driver's Licence Number						Date of Birth	D	D	/	M	M	/	Y	Y	
Occupation															
E-mail Address															

**Second Joint Individual Client Applicant (complete only if there are joint applicants)**

Title	Mr	Mrs	Miss	Ms	Dr										
Given Names in full															
Surname															
Postal Address															
Street, Road or Avenue Name															
Suburb/Town						State			Postcode						
Residential Address (if different to Postal Address)															
Street, Road or Avenue Name															
Suburb/Town						State			Postcode						
Address for Registration of Shares* (if different to Postal Address)															
Street, Road or Avenue Name															
Suburb/Town						State			Postcode						
Business Telephone	(		)					Home	(		)				
Business Facsimile	(		)					Mobile							
Driver's Licence Number						Date of Birth	D	D	/	M	M	/	Y	Y	
Occupation															
E-mail Address															

*Unless otherwise directed in writing by each Client, JBWere Equity Finance may act on the instructions of any one Client.  
 \*All correspondence from CHES and the Issuer of the shares will be sent to this registration address. Under CHES, a maximum of three (3) joint holders is permitted. If a third joint applicant is required, contact the JBWere Equity Finance Adviser in your State on 1800 780 809.*

**Corporate Client Applicant Details (corporate applicants must complete this section)**

Full Company Name																															
ABN													ACN																		
Registered Office																															
Street, Road or Avenue Name																															
Suburb/Town													State			Postcode															
Postal Address (if different to Registered Office)																															
Street, Road or Avenue Name																															
Suburb/Town													State			Postcode															
Address for Registration of Shares* (if different to Registered Office)																															
Street, Road or Avenue Name																															
Suburb/Town													State			Postcode															
Contact Name																															
Business Telephone	(		)													Home	(		)												
Mobile																															
E-mail Address																															
Is a charge registered against the company in favour of any other financier?																						<input type="checkbox"/>	Yes	<input type="checkbox"/>	No (tick applicable box)						
<p><i>If yes, please include the contact details of the financier with this signed application form. Please note that any existing charges over the assets to be mortgaged to JBWere Equity Finance will need to be released to that extent before any Advance can be made.</i></p> <p><i>*All correspondence from CHESS and the Issuer of the shares will be sent to this registration address.</i></p>																															

**6 Trustees to Complete (individual and company applicants wishing to enter the Facility as trustee must complete this section)**

Name of Trustee(s)																									
Name of Trust																									
Do you want your account to be designated with the name of the trust?																						<input type="checkbox"/>	Yes	<input type="checkbox"/>	No (tick applicable box)
<i>Unless instructed otherwise, we will designate the account in the name of the trust.</i>																									
Is this trust established by a document?																						<input type="checkbox"/>	Yes	<input type="checkbox"/>	No (tick applicable box)
<i>A certified copy of the trust deed together with all variations in the case of a trust established by a document or a statutory declaration in the case of an undocumented trust must be provided to JBWere Equity Finance with this application. A pro forma statutory declaration may be obtained by calling JBWere Equity Finance on 1800 780 809.</i>																									
Date of Trust Document	D	D	/	M	M	/	Y	Y																	

**7 Loan Details (all applicants must complete this section)**

Size of Loan Requested	\$		,			,				(not less than \$50,000)
If you wish to fix the interest rate, please indicate:										
(a) the amount of the loan to be fixed; and	\$		,			,				(not less than \$50,000)
(b) the period for which you intend to fix the interest rate										(max. 13 months)
Linked Cash Deposit Facility	Any loan funds not required will be placed on deposit in a linked cash deposit facility opened on your behalf.									
	<input type="checkbox"/>	Were Securities Cash Trust								
	<input type="checkbox"/>	JBWere Deposit Notes (tick applicable box)								
<p><i>Unless directed to fix the interest rate, the loan will be subject to a variable interest rate, payable monthly in arrears.</i></p> <p><i>Loan funds will not be available for use by the Client until JBWere Equity Finance has received and processed all the required information and obtained the security required for the Facility.</i></p>										

**8 Margin Call Contact Details (all applicants must complete this section)**

Name																									
Business Telephone ( )													Home ( )												
Business Facsimile ( )													Mobile												
E-mail Address																									

**9 Tax File Number Advice (this section is optional for all applicants)**

<b>First Individual Client Applicant's</b>																								
Tax File Number OR																								
Australian Business Number																								
<b>Second Individual Client Applicant's</b>																								
Tax File Number OR																								
Australian Business Number																								
<b>Corporate Client Applicant's</b>																								
Tax File Number OR																								
Australian Business Number																								
<b>Trust Applicant's</b>																								
Tax File Number OR																								
Australian Business Number																								

Each Client provides its Tax File Number ('TFN') to JBWere Equity Finance on the understanding that collection of TFNs is authorised and their use and disclosure are strictly regulated by tax laws and the **Privacy Act 1988 (Cth)**. It is not an offence if you choose not to quote your TFN. Each Client acknowledges that if it fails to provide its TFN or an appropriate exemption from providing its TFN, tax may be taken out of dividends (to the extent that they are unfranked), or other income paid to that Client, at the top personal marginal rate plus the Medicare levy unless you are entitled to quote an Australian Business Number ('ABN') instead of a TFN and you quote that ABN. If you are entitled to quote an ABN instead of a TFN and you choose not to quote an ABN or TFN, tax may be taken out of dividends (to the extent that they are unfranked), or other income paid to that Client, at the top personal marginal rate plus the Medicare levy.

You will be entitled to quote an ABN instead of a TFN where your investments under the margin lending facility are made in the course or furtherance of an enterprise you carry on. You should seek professional advice in relation to your entitlement to quote an ABN instead of a TFN.

Unless JBWere Equity Finance or its nominee is registered as the holder of the securities, the Issuer is not obliged to accept a Client's TFN from JBWere Equity Finance. Accordingly, to avoid Issuers deducting tax at the rate described above, the Client should supply their TFN directly to the Issuer.

For more information about the use of tax file numbers, please phone your nearest Tax Office.

I/We/The company authorises the application of the above TFNs to all investments in my name or in the name of JBWere Equity Finance or the Custodian on my behalf.

OR

I/We/The company authorises the application of the above TFNs to all investments nominated by me/us/the company at any time.

**10 Guarantor Mortgagor Details (this section must be completed if lodging security not registered in the Clients name)**

Full Name of Guarantor Mortgagor

Address

Suburb/Town

State

Postcode

If a Company: Registered Office

Suburb/Town

State

Postcode

If a Company: ABN

ACN

If guaranteeing as the trustee of a trust, please complete:

Name of Trust

Date of Trust Document

D D / M M / Y Y

*A certified copy of the trust deed together with all variations in the case of a trust established by a document or a statutory declaration in the case of an undocumented trust must be provided to JBWere Equity Finance with this application. A pro forma statutory declaration may be obtained by calling JBWere Equity Finance on 1800 780 809.*

*If a Guarantor is involved, JBWere Equity Finance will prepare separate documentation for execution by the Guarantor.*

**11 Authorised Representatives for Client (if the Client is a company, this section must be completed. If the Client is an individual or joint individuals, this section is optional)**

*Please provide details of all persons authorised to give instructions to JBWere Equity Finance and to receive notifications on behalf of the Client. Details of directors, the company secretary or any other authorised representative of the company may be inserted.*  
***In the case of an Application provided by a company, each director executing this Application will automatically be regarded as the company's Authorised Representative in relation to this account.***  
*Note: this means that any one of these people will be authorised to give instructions on this account unless you tell us otherwise in writing.*

Name

1

2

Relationship to Client

Business Telephone

( )

( )

Home Telephone

( )

( )

Specimen Signature

SIGN HERE

SIGN HERE



## 15 Power of Attorney (all applicants must read)

### Appointment and powers

By signing this document, each Client for valuable consideration appoints JBWere Equity Finance and each person appointed by JBWere Equity Finance from time to time as an Authorised Representative of JBWere Equity Finance individually and together as its attorneys (each an 'Attorney') to do all or any of the following on the Client's behalf and in the name of the Client or the Attorney anything which the Attorney considers should be done to:

- (a) transfer the legal and beneficial title to all or any of the Client's Secured Assets at any time (whether before or after their sale or foreclosure by JBWere Equity Finance);
- (b) obtain the issue of duplicate certificates for all or any of the Client's Secured Assets if the original certificates are lost or destroyed or believed to be so;
- (c) direct payment or any delivery of a dividend, distribution, notice or scrip from the Client to JBWere Equity Finance or the Custodian by instructing the Issuer in writing or attend to any other matter relating to the Client's Secured Assets or any of them;
- (d) instruct the Sponsor as the Client's Controlling Participant to settle any buy or sell orders placed by the Client and approved by JBWere Equity Finance;
- (e) perfect any security given by the Client in favour of JBWere Equity Finance over all or any of the Client's Secured Assets;
- (f) instruct the Sponsor to convert any of the Client's Secured Assets from Certificated Subregisters or Issuer Sponsored Subregisters to a CHESSE Subregister;
- (g) exercise voting rights or any other power, right or remedy relating to all or any of the Client's Secured Assets;
- (h) instruct the Sponsor or the Custodian as to dealing with any proceeds of the sale, redemption or other realisation of any of the Client's Secured Assets;
- (i) place all unused portions of Advances on deposit in the name of JBWere Equity Finance on behalf of the Client with any Cash Management Fund and to withdraw and apply those moneys against the Outstandings in JBWere Equity Finance's absolute discretion;
- (j) in relation to deposits made by a Client to a Cash Management Account, to withdraw and apply those moneys in repayment of the Outstandings;
- (k) execute all documents and take all action as deemed necessary, expedient or desirable by JBWere Equity Finance to exercise or otherwise in connection with any Option;
- (l) to execute on behalf of the Client any application to participate in an offer of securities to the public;
- (m) execute and deliver on behalf of the Client all or any of the documentation described in the Schedule;
- (n) do everything necessary or expedient to give effect to any transaction contemplated by the documents referred to in paragraph (m), including, but not limited to, completing blanks and making alterations, amendments and additions considered necessary or desirable by the Attorney;
- (o) execute and deliver any document or do anything at the absolute discretion of the Attorney in any way relating to the Client's involvement in any transaction contemplated by the documents referred to in paragraph (m) including without limitation any instruction, request or notice;
- (p) stamp and register this power of attorney if necessary and any other document required to be stamped and registered;

- (q) do such other acts and execute such other documentation as the Attorney thinks fit to effect or give effect to the provisions of the Margin Lending Agreement entered or to be entered into between the Client and JBWere Equity Finance including but not limited to those documents detailed in the Schedule to this power of attorney; and
- (r) appoint one or more substitute attorneys to exercise one or more of the powers given to the Attorneys and to revoke any of those appointments and, in this power of attorney, 'Attorney' includes a substitute attorney appointed under this clause.

### Power of attorney irrevocable

This power of attorney is irrevocable and is given to JBWere Equity Finance as security for the Outstandings.

### Ratification

The Client declares that everything done by the Attorney in exercising powers under this power of attorney is as valid as if it had been done by the Client and agrees to ratify and confirm whatever the Attorney may do in exercising powers under this power of attorney.

### Client bound by Attorney's exercise of Powers

The Client declares that the Client and any person (including, but not limited to, a substitute or assignee) claiming under the Client are bound by anything the Attorney may do in exercising powers under this power of attorney.

### Indemnity

The Client indemnifies each of the Attorneys against liability, loss, costs, charges or expenses arising from the exercise in good faith of powers granted under this power of attorney.

### Proper Law

This power of attorney is governed by the law of Victoria and is intended to take effect immediately as a deed.

### Interpretation

Other than 'Attorney', defined terms used in this power of attorney have the same meaning as given to them in the Margin Lending Agreement, the terms of which are set out in Information Memorandum No. 5.

### SCHEDULE

1. A Margin Lending Agreement between JBWere Equity Finance and the Client;
2. A Sponsorship Agreement between JBWere Equity Finance, the Sponsor and the Client;
3. A Custodian and Nominee Agreement between JBWere Equity Finance, the Custodian and the Client;
4. Any Notice of Lodgement to the OCH between the clearing participant and the Client in relation to an Option;
5. Any conversion request forms, transfer or redemption of the Client's Secured Assets;
6. Any document required to transfer a HIN, CHESSE holding or otherwise change client details or arrangements with any Issuer; and
7. Any other document whatever required or contemplated under the Margin Lending Agreement entered or to be entered into between the Client and JBWere Equity Finance, the terms of which are set out in Information Memorandum No. 5.

**16 Date Application Form Signed (please insert date of signing)**

Executed as a Deed, dated

D	D	/	M	M	/	Y	Y
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**17 Execution by Applicants**

In the case of an Application provided by a Corporate Client each director executing below will be regarded as the company's Authorised Representative in relation to this account.

Note: this means that any of these people will be authorised to give instructions on this account unless you tell us otherwise in writing.

First Individual Client Applicant OR director Corporate Client Applicant

If signing as 'sole director and sole secretary' mark here

Client Signature	SIGN HERE														
Name (please print)															
Signature of Witness*	SIGN HERE														
Name (please print)															

\*The witness should be an adult other than a joint applicant or guarantor.

Second Individual Client Applicant OR director/secretary Corporate Client Applicant

Client Signature	SIGN HERE														
Name (please print)															
Signature of Witness*	SIGN HERE														
Name (please print)															

\*The witness should be an adult other than a joint applicant or guarantor. If a second signature is not provided for a Corporate Client Applicant we must see a copy of the company's constitution.

By signing this document each client acknowledges that it has received, read and agrees to the schedule of Amendments of Combined Terms of Agreement dated 1 June 2005 and the Addendum to Information Memorandum No. 5 dated 1 May 2006.

18 Guarantee and Indemnity

Directors of company applicants must complete details on this page and sign the next page.

By signing this guarantee and indemnity, each director is agreeing to incur personal liability for the obligations of the corporate applicant.

To	JBWere Equity Finance Limited ACN 008 614 122												
of	Level 17, 101 Collins Street, Melbourne, Victoria 3000 ('JBWere Equity Finance')												
from	I/We (strike out whichever is inapplicable)												
First Guarantor Name													
Street, Road or Avenue Name													
Suburb/Town							State			Postcode			
and													
Second Guarantor Name													
Street, Road or Avenue Name													
Suburb/Town							State			Postcode			
	(jointly and severally 'the Guarantor')												
For Client (Insert Company Name)													

In consideration of JBWere Equity Finance entering into a Margin Lending Agreement ('**Agreement**') with the Client, the Guarantor hereby unconditionally and irrevocably:

1. Guarantees to JBWere Equity Finance:

- (a) payment to JBWere Equity Finance of all money, interest and damages in which the Client may now or at any future time be indebted or liable or contingently indebted or liable to JBWere Equity Finance under or in connection with the Agreement for any reason whatsoever ('**Guaranteed Money**'); and
- (b) due and prompt observance and performance by the Client of all covenants, obligations, terms and conditions on the part of the Client to be performed or observed under or in connection with the Agreement.

2. As a separate and independent obligation, indemnifies JBWere Equity Finance against all loss, damage, cost charge or expense ('**Loss**') which JBWere Equity Finance may incur by reason of:

- (a) the Client's default in payment of the Guaranteed Money or the performance of any obligation under or in connection with the Agreement; and
- (b) the Guaranteed Money (or any part of it) being unrecoverable or any liability to pay the Guaranteed Money being unenforceable against the Client.

3. Agrees that any amount payable under this Guarantee and Indemnity must be paid to JBWere Equity Finance immediately upon written demand by JBWere Equity Finance and whether or not demand has been made on the Client.

4. Agrees that this Guarantee and Indemnity is a continuing irrevocable Guarantee and Indemnity provided as security and which will not be determined, affected or discharged by:

- (a) any scheme of arrangement, bankruptcy, liquidation or other arrangement with creditors affecting any Guarantor or the Client;
- (b) JBWere Equity Finance obtaining or releasing or varying any other security or guarantee or releasing any Guarantor under this Guarantee and Indemnity;
- (c) JBWere Equity Finance giving time to or any other indulgence or making any arrangement with the Client or any Guarantor or any other person;

- (d) any variation, renewal, extension or modification to the Agreement or any other agreement or transaction between the Client or the Guarantor and JBWere Equity Finance (including but not limited to an increase in the Guaranteed Money);
- (e) the Guaranteed Money not being recoverable from any other person; or
- (f) any other matter or thing which under the laws relating to sureties may release the Guarantor or render the obligations of the Guarantor under this Guarantee and Indemnity unenforceable.

5. Agrees that if any payment ('**Payment**') made to JBWere Equity Finance by or on behalf of the Client or the Guarantor is subsequently avoided or repaid by JBWere Equity Finance under any law relating to insolvency or the protection of creditors, then:

- (a) payment will not discharge the relevant liability of the Guarantor; and
- (b) JBWere Equity Finance and the Guarantor must be placed in or restored to the position they would have been in but for the Payment.

6. Represents and warrants to JBWere Equity Finance that the Guarantor:

- (a) has, prior to the execution of this Guarantee and Indemnity, read and understood all the terms and conditions of this Guarantee and Indemnity and the Agreement;
- (b) has relied on its own investigations and enquiries as to the nature and extent of the transactions between JBWere Equity Finance and the Client;
- (c) is empowered to enter into this Guarantee and Indemnity, to carry out any transaction or obligation contemplated by it and all necessary actions have been taken to render it valid and binding on the Guarantor; and
- (d) has not executed this Guarantee and Indemnity as the result of any reliance or any other person granting or agreeing to grant a guarantee, indemnity or security in favour of JBWere Equity Finance in respect of the Guaranteed Money.

7. Agrees that where more than one person constitutes the Guarantor then they are jointly and severally bound by this Guarantee and Indemnity and a reference to the '**Guarantor**' includes each Guarantor and their personal representatives.



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## Client Checklist

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- Information Memorandum and Application Form read and understood
- Investment and taxation advice sought
- Application form signed and dated in sections 16 and 17
- A cheque for registration fees for each company or trustee applicant or guarantor
- Any trust deed and variations enclosed
- A copy of any company applicant's constitution (if required – see page 9 of the Information Memorandum)
- If the client is a company, have each of its directors signed the guarantee and indemnity in section 18 of the Application Form

**Please send all of the above to the JBWere office listed below in your state or territory:**

**Melbourne Office**

JBWere Equity Finance Ltd  
GPO Box 2050S  
Melbourne VIC 3001

**Sydney Office**

JBWere Equity Finance Ltd  
GPO Box 5264  
Sydney NSW 2001

**Brisbane Office**

JBWere Equity Finance Ltd  
GPO Box 505  
Brisbane QLD 4001

**Adelaide Office**

JBWere Equity Finance Ltd  
GPO Box 2271  
Adelaide SA 5001

**Perth Office**

JBWere Equity Finance Ltd  
GPO Box M936  
Perth WA 6001

**Canberra Office**

JBWere Equity Finance Ltd  
GPO Box 1541  
Canberra ACT 2601

## Further Information

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Contact a JBWere Equity Finance Account Manager:

- if you require any further information;
- if you require a copy of the Application Form for your records; or
- if you require assistance with completing the Application Form.

Phone: New Accounts & Client Service for Existing Accounts: 1 800 780 809 (Toll Free)

E-mail: [equity.finance@jbwere.com.au](mailto:equity.finance@jbwere.com.au)

Internet: [www.jbwere.com.au](http://www.jbwere.com.au)

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[www.jbwere.com.au](http://www.jbwere.com.au)

# Margin Lending Schedule of Amendments to Combined Terms of Agreement

1 June 2005

The Goldman Sachs JBWere Margin Lending facility is provided by Adelaide Equity Finance Pty Ltd ABN 17 008 614 122, a subsidiary of Adelaide Bank Limited ABN 54 061 461 550.

Section 4 of the Adelaide Equity Finance Pty Ltd Combined Terms of Agreement is amended as follows:

## 1. New Terminology

All old terminology is replaced by the following new terminology:

Old Terminology	New Terminology
Options Clearing House (OCH)	Australian Clearing House (ACH)
OCH Clearing Rules	ACH Clearing Rules
ASX Business Rules	ASX Market Rules
Securities Clearing House (SCH)	ASX Settlement & Transfer Corporation (ASTC)
SCH Business Rules	ASTC Settlement Rules

## 2. Additional Terms

The following additional terms are incorporated. To the extent of any inconsistency between these new terms and the other terms and conditions of Section 4 of the Combined Terms of Agreements, the new terms will override those other terms.

### 1. Regulatory Regime

The regulatory regime which applies to the Sponsor is the regulation of the clearing and settlement facility operated by ASTC and ACH under the Act, the ASTC Settlement Rules, and the operating rules of ACH and the regulation of financial services licensees under the Act.

### 2. Compensation

No external compensation arrangements apply to the Client.

### 3. ACH Cover

- Where the Client arranges with ACH to lodge Securities in a Participant Sponsored Holding as cover for written positions in the Australian options market, and informs the Sponsor of the arrangement, the Client authorises the Sponsor to take whatever action is reasonably required by ACH in accordance with the ASTC Settlement Rules to give effect to that arrangement.
- Where the Client arranges with any person to give a charge or any other interest in Securities in a Participant Sponsored Holding, the Client authorises the Sponsor to take whatever action is reasonably required by the person in accordance with the ASTC Settlement Rules to give effect to that arrangement.

### 4. Sponsorship Bond

The Sponsor has lodged a Sponsorship Bond in accordance with the ASTC Settlement Rules and the Client may make a claim against that bond.

## 5. Change of Sponsor

If the Client receives a Participant Change Notice from the Sponsor of the Participant Sponsored Holding and the Participant Change Notice was received at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of Sponsor, the Client is under no obligation to agree to the change of Sponsor, and may choose to do any of the things set out in clauses (i) or (ii):

- (i) The Client may choose to terminate this agreement by giving Withdrawal Instructions (as defined in the ASTC Settlement Rules) under the ASTC Settlement Rules to the Sponsor, indicating whether the Client wishes to transfer its Participant Sponsored Holding to another Sponsor or transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- (ii) If the Client does not take any action to terminate this agreement in accordance with subparagraph (i) above, and does not give any other instructions to the Sponsor which would indicate that the Client does not agree to the change of Sponsor then, on the Effective Date, this agreement will have been taken to be novated to the new Participant and will be binding on all parties as if, on the Effective Date:
  - (A) the new Participant is a party to this agreement in substitution for the existing Participant;
  - (B) any rights of the existing Participant are transferred to the new Participant; and
  - (C) the existing Participant is released by the Client from any obligations arising on or after the Effective Date.

The novation in clause (ii) will not take effect until the Client has received a notice from the new Participant confirming that the new Participant consents to acting as the participant for the Client. The Effective Date may as a result be later than the date set out in the Participant Change Notice.

The Client will be taken to have consented to the events referred to in clause (ii) by the doing of any act which is consistent with the novation of this agreement to the new Participant (for example by giving an instruction to the new Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.

This agreement continues for the benefit of the existing Participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause (ii) not binding or effective on the Effective Date, then this agreement will continue for the benefit of the existing Participant until such time as the novation is effective, and the existing Participant will hold the benefit of this agreement on trust for the new Participant.

Nothing in this clause will prevent the completion of CHESS transactions by the existing Participant where the obligation to complete those transactions arises before the Effective Date and this agreement will continue to apply to the completion of those transactions, notwithstanding the novation of this agreement to the new Participants under this clause.

The Client may only request a change to the Controlling Participant for the Participant Sponsored Holding:

- (a) in the circumstances set out above;
- (b) to a party nominated by Equity Finance; or
- (c) with the prior written consent of Equity Finance

## 6. Client Acknowledgment

The Client acknowledges that if not otherwise informed, the Sponsor shall inform the Client of the HIN for the Participant Sponsored Holdings. All of the securities which are the subject of this Agreement which are CHESS Holdings shall be registered under this HIN.

## 7. Transfer by Sponsor

- (a) The Sponsor is not obliged to Transfer Securities into the Participant Sponsored Holding, where payment for those Securities has not been received, until payment is received.
- (b) Where a contract for the purchase of Securities has not been paid, and where a demand for payment has been made to the Client to pay for those Securities, the Sponsor may sell those Securities that were subject of the contract for purchase at the Client's risk and expense and that expense will include any relevant commission and taxes.
- (c) Where the Sponsor claims that an amount lawfully owed to it has not been paid by the Client, the Sponsor has the right to refuse to comply with the Client's Withdrawal Instructions, but only to the extent necessary to retain Securities of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120% of the current market value of the amount claimed).
- (d) The Sponsor will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Client. For the avoidance of doubt, the Client irrevocably authorises the Sponsor to act on the instructions of Equity Finance in accordance with the Sponsorship Agreement, the Margin Lending Agreement, the Guarantee Mortgage Agreement and the Power of Attorney.
- (e) Subject to paragraphs (b) and (c) of this clause, the Sponsor will initiate any Transfer, Conversion or any other action necessary to give effect to Withdrawal Instructions within the time required by the ASTC Settlement Rules.

## ADDENDUM

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This is an Addendum to the Information Memorandum for Margin Lending dated November 2002 (No 5) and attached application form issued by Goldman Sachs JBWere Equity Finance Pty Ltd ABN 17 008 614 122. This Addendum and the Information Memorandum are to be read together.

By this Addendum, the Information Memorandum is amended as follows:

All references to JBWere Equity Finance Limited or Goldman Sachs JBWere Equity Finance Pty Ltd are replaced with Adelaide Equity Finance Pty Ltd. In addition, all references to the company's street address and email address are replaced with Level 33, 101 Collins Street, Melbourne, Victoria, 3000 and equity.finance@eqf.com.au.

All references to *JBWere Equity Finance* are replaced with references to *Adelaide Equity Finance*.

On the inside front cover:

- above the words Date: November 2002, insert Adelaide Equity Finance Pty Ltd pays Goldman Sachs JBWere Pty Ltd a fee of up to 0.55% (inclusive of GST) per annum on all outstanding loan amounts provided under this Facility. Up to 45% of this amount may be paid to advisers of Goldman Sachs JBWere Pty Ltd ABN 21 006 797 897;

In Section 2 on pages A2 and A3 of the application form:

- after all references to *JBWere Group*, insert the words *and Adelaide Bank Group*;
- the third paragraph after the words *The Client understands that it may access personal information held by the JBWere Group, relevant to the Client, by contacting its JBWere Adviser*, insert the words *The Client understands that it may access personal information held by the Adelaide Bank Group, relevant to the Client, by contacting its Adelaide Equity Finance Account Manager*;
- insert as a final paragraph Adelaide Bank Group means Adelaide Bank Limited ABN 54 061 461 550 and its subsidiaries. Adelaide Equity Finance is a member of the Adelaide Bank Group.

Dated 1 May 2006

## IMPORTANT INFORMATION FOR CLIENTS

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On 1 June 2005 the company Goldman Sachs JBWere Equity Finance Pty Ltd ABN 17 008 614 122 changed its name to Adelaide Equity Finance Pty Ltd ABN 17 008 614 122 ("Adelaide Equity Finance") and became part of the Adelaide Bank Group of companies.

Goldman Sachs JBWere Pty Ltd ABN 21 006 797 897 (part of the Goldman Sachs JBWere Group) will continue to distribute the margin lending facility as described in Information Memorandum No. 5 and the service will be called Goldman Sachs JBWere Margin Lending. It is important to note that the credit provider for Goldman Sachs JBWere Margin Lending loans is now Adelaide Equity Finance.

### Giving Instructions to Adelaide Equity Finance

You can contact us in person or by phone or email. You can give us instructions by letter or facsimile (certain instructions will require a signature):

Address:  
Adelaide Equity Finance  
Level 33  
101 Collins Street  
Melbourne, Vic, 3000  
Telephone: 1800 780 809  
Facsimile: 03 8643 4095  
Email: [equity.finance@eqf.com.au](mailto:equity.finance@eqf.com.au)

Postal Address:  
Adelaide Equity Finance  
GPO Box 4510  
Melbourne, Vic, 3001

### Privacy

The Adelaide Bank Group of companies are bound by the National Privacy Principles and will provide you with financial services in a secure and confidential manner.

### ***The purpose of collecting personal information***

We will collect and use personal information about you for the following purposes:

- to provide you with products, services or information that you might request or reasonably expect;
- to manage our (and our affiliates') rights and obligations under applicable laws and regulations;
- to conduct research, planning, product development, risk assessment, risk modelling and marketing;
- to enable us to ascertain whether we have other services or products that may foreseeably meet your needs, and to notify you about these (unless you request that we do not); and
- for other purposes required or authorised by the law.

### ***Disclosure of personal information***

To fulfil the purposes of collecting personal information, we may make such information available to:

- any member or affiliate of the Goldman Sachs JBWere Group or Adelaide Bank Group; and
- any entity carrying out functions on behalf of the Goldman Sachs JBWere Group or Adelaide Bank Group; and
- any other entity we engage to assist in the provision of services requested by you.

You should note that the personal information we collect about you may be disclosed to third parties if that disclosure is required or authorised by law.

### ***Security of personal information***

We take reasonable steps to preserve the security of the personal information we collect. All stored personal information is protected from unauthorised access by secure passwords, user login requirements or other security procedures.

### ***Your questions about privacy***

If you have any questions about privacy, please contact us by writing to:

Privacy Officer  
Adelaide Bank Limited  
GPO Box 1048  
Adelaide, SA, 5001

### ***Accessing personal information***

You are able to access and update the personal information we hold about you – to do so please contact your Account Manager on 1800 780 809 or the applicable Privacy Officer.

### ***Telephone Calls***

Telephone calls to and from our offices may be recorded and monitored to assist in resolving disputes.

### ***How we handle complaints***

If you have a complaint, we encourage you to discuss the matter with your Account Manager.

If you are not satisfied with their responses, please write to:

Customer Relations Department  
Adelaide Bank Limited  
GPO Box 1048  
Adelaide, SA, 5001

We adopt the following procedure for dealing with written complaints:

- we will acknowledge receipt of your complaint in writing;
- a response will be prepared in consultation with your Account Manager and their Department Head to ensure that all matters raised are investigated properly and responded to in full; and
- we aim to respond in writing within 30 days of receipt of your complaint.

If you are not satisfied with our internal complaint resolution procedures, you have the right to complain to an independent external complaints resolution body:

Financial Industry Complaints Service Limited  
PO Box 579  
Collins Street West  
Melbourne, Vic, 3007  
Telephone: 1300 780 808  
Facsimile: (03) 9621 2291  
Email: [fics@fics.asn.au](mailto:fics@fics.asn.au)  
Website: [www.fics.asn.au](http://www.fics.asn.au)

The role of FICS is to formally investigate cases only after customers have exhausted the internal complaint procedures. This is a free service.

Complaints may also be lodged with the Australian Securities and Investments Commission (ASIC) by calling 1300 300 630.

### ***Commissions***

Adelaide Equity Finance Pty Ltd pays Goldman Sachs JBWere Pty Ltd a fee of up to 0.55% (inclusive of GST) per annum on all outstanding loan amounts provided under the margin lending facility. Up to 45% of this amount may be paid to advisers of Goldman Sachs JBWere Pty Ltd ABN 21 006 797 897.

Dated 1 May 2006

# Goldman Sachs JBWere Client Identification Form

December 2007

[www.gsJBWere.com](http://www.gsJBWere.com)

Goldman  
Sachs

JBWere

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# How to complete the Client Identification Form

The information requested in this form is required to enable Goldman Sachs JBWere to comply with Australian government and regulatory requirements to confirm the identity of clients before providing financial services to them.

**If you require any assistance completing this form, please contact your Goldman Sachs JBWere adviser or the Investor Service team on 1800 812 267.**

## Instructions for completing this form

- Please print using a black or blue pen.
- If an item is not applicable, please leave the boxes unmarked.
- If you make an error, please initial the change. Please do not use correction fluid.
- To help us process this form promptly, please use the checklist, in section 8, to ensure you have provided all information and additional documents required.

In addition to the information and documents requested in this form, we may require further information and documents from you.

## When do I have to complete this form?

- If you **do not** have any existing accounts with the Goldman Sachs JBWere Group.
- If you do have existing accounts with the Goldman Sachs JBWere Group, but want to open an additional account:
  - that will be in a **different name** to the existing accounts (for example, in your family company's name or a joint account with someone else); or
  - that will be in a **different capacity** to the existing accounts (for example, as trustee for a trust, a deceased estate or a person under the age of 18, or on behalf of an unincorporated association).

## Investor identification documents

In addition to completing this *Client Identification Form*, you will need to also provide us with **certified copies** of certain identification documents (as outlined in sections A and B).

A document can be certified by any of the people identified below. If the document has more than one page please ensure that the certification identifies the number of pages (for example, 'I certify this document of [x] pages to be a true copy of the original').

A **certified** copy means a document that has been certified as a true copy of an original document by one of the following persons:

1. a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia as a legal practitioner (however described);
2. a judge of a court;
3. a magistrate;
4. a chief executive officer of a Commonwealth court;
5. a registrar or deputy registrar of a court;
6. a Justice of the Peace;
7. a notary public (for the purposes of the Statutory Declaration Regulations 1993);
8. a police officer;
9. an agent of the Australian Postal Corporation who is in charge of supplying postal services to the public;
10. a permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public;
11. an Australian consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955);
12. an officer with 2 or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993);
13. a finance company officer with 2 or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declarations Regulations 1993);
14. an officer with, or authorised representative of, a holder of an Australian financial services licence, having 2 or more continuous years of service with one or more licensees;
15. a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership;
16. if the certification occurs in New Zealand: a person before whom a statutory declaration may be made under the law of New Zealand.

## What parts of this form do I need to complete and what identification documents do I need to provide?

This depends on the type of account you want to open. If you want to open:

<input type="checkbox"/>	an account in the name of <b>an individual or individuals</b> (including an account in an individual's capacity as a trustee or sole trader)	Refer to <b>Section A</b> for information required.
<input type="checkbox"/>	an account in the name of <b>an entity that is not an individual</b> (such as an account for a company, corporate trustee, partnership, incorporated association, unincorporated association or government body)	Refer to <b>Section B</b> for information required.

### Section A – Accounts in the name of individuals

#### Information we need from you

- Information about yourself.
- If you are a sole trader, information about your business name and place of business.
- If you are a trustee of a trust, information about the trust and its beneficiaries.

Complete the following sections of this form:

Type of Investor (please tick)	Section 1	Section 2	Section 3	Section 4	Section 5					Section 6		Section 7	Section 8
					a	b	c	d	e	a	b		
<input type="checkbox"/> Individual	✓	✓	✓	✓								✓	✓
<input type="checkbox"/> Individual – Sole Trader	✓	✓	✓	✓								✓	✓
<input type="checkbox"/> Individual – in the capacity as trustee of a trust	✓	✓	✓	✓						✓	✓	✓	✓

**Key:** ✓ required

#### Documents we need from you

You will need to give us certified copies of these documents:

Type of Investor	Description	Australian Investor – Identification Documents	Non-Australian Investor – Identification Documents
Individual		<p><b>EITHER</b></p> <ol style="list-style-type: none"> <li>1. Certified copy of government issued photo identification showing residential address or date of birth or both (e.g. driver's licence, passport, national identity card);</li> </ol> <p><b>OR</b></p> <ol style="list-style-type: none"> <li>2. Certified copy of a birth certificate, citizenship certificate or Centrelink pension card;</li> </ol> <p><b>PLUS ONE of the following:</b></p> <ul style="list-style-type: none"> <li>• Commonwealth, State or Territory notice issued to the individual within the last 12 months which contains the name of the individual and his or her residential address and records the provision of a financial benefit to the individual (e.g. a Centrelink benefit); <b>or</b></li> <li>• ATO notice issued to the individual within the last 12 months which contains the name of the individual and his or her residential address and records a tax debt payable to or by the individual (e.g. an Income Tax Assessment Notice); <b>or</b></li> <li>• Local Government or Utility notice issued to the individual within the last 3 months which contains the name of the individual and his or her residential address and records the provision of services to that individual or to the address (e.g. a rates notice, gas, electricity bill); <b>or</b></li> <li>• A notice issued by a School Principal to the individual (if a minor) within the last 3 months which contains the name and residential address of the minor and records the period of time the minor attended at the school.</li> </ul>	<ul style="list-style-type: none"> <li>• Certified copy of government issued photo identification showing residential address or date of birth or both (e.g. driver's licence, passport, national identity card)</li> </ul>
Individual – Sole Trader	A sole trader is a single person operating a business under their own name, e.g. James Smith, or with a registered business name, such as 'Smith Exporting'		

# How to complete the Client Identification Form

continued

Type of Investor	Description	Australian Investor – Identification Documents	Non-Australian Investor – Identification Documents
Individual (in the capacity as trustee of a trust, a deceased estate, superannuation fund, or a person under the age of 18)	<p>A trust is a legal structure through which property or income is held in accordance with the trust deed or pursuant to a statute for a particular purpose or purposes, or for the benefit of other people or classes of people who may or may not include the trustee.</p> <p>This investor type can include:</p> <ul style="list-style-type: none"> <li>Family – Discretionary Trust</li> <li>Family – Unit Trust</li> <li>Testamentary Trust</li> <li>Deceased Estate</li> <li>Managed Investment Scheme</li> <li>Superannuation Fund</li> <li>Charitable Trust.</li> </ul>	<ul style="list-style-type: none"> <li>• As for individual above <b>and</b></li> <li>• certified copy of the Trust Deed <b>or</b> equivalent document; <b>or</b></li> <li>• a certified extract or extracts from the Trust Deed <b>or</b> equivalent document that identifies the name of the trust, the name(s) of the trustee(s), the place of establishment of the trust and the identity of the beneficiaries.</li> </ul>	<ul style="list-style-type: none"> <li>• As for individual above <b>and</b></li> <li>• certified copy of the Trust Deed <b>or</b> equivalent document; <b>or</b></li> <li>• a certified extract or extracts from the Trust Deed <b>or</b> equivalent document that identifies the name of the trust, the name(s) of the trustee(s), the place of establishment of the trust and the identity of the beneficiaries.</li> </ul>

## Section B – Accounts in other names (companies, corporate trustees, incorporated associations, partnerships, unincorporated associations, registered co-operatives, government bodies)

### Information we need from you

- Information about the investing entity.
- Information about the people who own or operate the investing entity (e.g. directors, shareholders, partners, other key Office holders).
- If the investing entity is a trustee of a trust, information about the trust and its beneficiaries.

Complete the following sections of this form:

Type of Investor (please tick)	Section 1	Section 2	Section 3	Section 4	Section 5					Section 6	Section 7	Section 8	
					a	b	c	d	e	a	b		
<input type="checkbox"/> Company	✓	✓	✓	✓	✓	•	•					✓	✓
<input type="checkbox"/> Company (in capacity as trustee of a trust)	✓	✓	✓	✓	✓	•	•			✓	✓	✓	✓
<input type="checkbox"/> Partnership	✓	✓	✓						✓			✓	✓
<input type="checkbox"/> Incorporated Association	✓	✓	✓	✓	✓	•						✓	✓
<input type="checkbox"/> Unincorporated Association	✓	✓	✓	✓				✓				✓	✓
<input type="checkbox"/> Registered Co-operative	✓	✓	✓	✓	✓	•						✓	✓
<input type="checkbox"/> Government Body	✓	✓	✓	✓	✓	•						✓	✓

**Key:** ✓ required • if applicable

### Documents we need from you

You will need to give us certified copies of these documents:

Type of Investor	Description	Australian Investor – Identification Documents	Non-Australian Investor – Identification Documents
Company	<p>This investor type can include:</p> <ul style="list-style-type: none"> <li>Proprietary company;</li> <li>Public company;</li> <li>Companies limited by guarantee (e.g. some charities);</li> <li>Listed company.</li> </ul>	Not applicable	Foreign registration body database extract showing company's full name, identification number, registered office, company type, name of directors and (if a proprietary company) name of shareholders of company

Type of Investor	Description	Australian Investor – Identification Documents	Non-Australian Investor – Identification Documents
Company (in capacity as trustee of a trust, a deceased estate, superannuation fund, or a person under the age of 18)	A trust is a legal structure through which property or income is held in accordance with the trust deed or pursuant to a statute for a particular purpose or purposes, or for the benefit of other people or classes of people who may or may not include the trustee. This investor type can include: Family – Discretionary Trust Family – Unit Trust Testamentary Trust Deceased Estate Managed Investment Scheme Superannuation Fund Charitable Trust.	<ul style="list-style-type: none"> <li>• Certified copy of the Trust Deed <b>or</b> equivalent document; <b>or</b></li> <li>• Certified extract or extracts from the Trust Deed <b>or</b> equivalent document that identifies the name of the trust, the name(s) of the trustee(s), the place of establishment of the trust and the identity of the beneficiaries.</li> </ul>	<ul style="list-style-type: none"> <li>• Certified copy of the Trust Deed <b>or</b> equivalent document; <b>or</b></li> <li>• Certified extract or extracts from the Trust Deed <b>or</b> equivalent document that identifies the name of the trust, the name(s) of the trustee(s), the place of establishment of the trust and the identity of the beneficiaries.</li> </ul>
Partnership	This investor type relates to partnerships created pursuant to a partnership agreement (e.g. it does not include joint investors who are spouses).	Certified copy of the partnership agreement	Certified copy of the partnership agreement
Incorporated Association	Incorporated associations are associations registered under State or Territory based incorporated associations statutes.	<ul style="list-style-type: none"> <li>• Certified copy of the rules or constitution of the association; <b>and</b></li> <li>• Certified copy of certificate of incorporation</li> </ul>	<ul style="list-style-type: none"> <li>• Certified copy of the rules or constitution of the association; <b>and</b></li> <li>• Certified copy of certificate of incorporation</li> </ul>
Unincorporated Associations	Unincorporated associations are associations of persons who are not registered under an incorporated associations statute and thus do not have legal capacity to enter into agreements. The member(s) of the association seeking to open the account will be deemed to be legal owner of the account.	Certified copy of the rules or constitution of the association	Certified copy of the rules or constitution of the association
Registered Co-operative	A registered co-operative is an autonomous association of persons united voluntarily to meet their common economic, social and cultural needs and aspirations through a jointly-owned and democratically-controlled enterprise registered under a registry system maintained by a State or Territory. This investor type can include agricultural business such as a dairy co-operative.	Certified copy of rules or constitution of the co-operative	Not applicable
Government Body	A government body is a legal entity whose ownership is held by a government. This investor type can include: Universities Local councils Public utilities.	Not applicable	Certified copy of enacting instrument or legislation



# 4 Details of individuals

**Notes for completion of this section:**

Company	Each director must provide their details.
Incorporated, Unincorporated Association or Registered Co-operative	Each of the chairperson, secretary and treasurer (or equivalent officer) must provide their details.
Trustees	Each individual trustee must provide their details where the investing entity has more than one individual trustee.

**1st Individual/Director/Individual Trustee/Chairperson or equivalent officer of a Registered Co-operative, Incorporated Association or Unincorporated Association/Office Holder of Government Body**

Capacity	<input type="checkbox"/> Individual (personal) or sole trader	<input type="checkbox"/> Director	<input type="checkbox"/> Sole director and sole secretary	<input type="checkbox"/> Individual trustee				
	<input type="checkbox"/> Chairperson	<input type="checkbox"/> Other office holder:						
Title	First names							
Surname								
Residential address (or principal place of business if sole trader)								
				State				
Country (if not in Australia)				Postcode				
Business name (sole trader only)								
Date of birth	D	D	M	M	Y	Y	Y	Y
ABN (sole trader only)								
Occupation								

**2nd Individual/Director/Individual Trustee/Secretary or equivalent officer of a Registered Co-operative, Incorporated Association or Unincorporated Association/Office Holder of Government Body**

Capacity	<input type="checkbox"/> Individual (personal)	<input type="checkbox"/> Director	<input type="checkbox"/> Individual trustee					
	<input type="checkbox"/> Secretary	<input type="checkbox"/> Other office holder:						
Title	First names							
Surname								
Residential address (if different from above)								
			State					
Country (if not in Australia)			Postcode					
Date of birth	D	D	M	M	Y	Y	Y	Y
Occupation								

**3rd Individual/Company Secretary/Individual Trustee/Treasurer or equivalent officer of a Registered Co-operative, Incorporated Association or Unincorporated Association/Office Holder of Government Body**

Capacity	<input type="checkbox"/> Individual (personal)	<input type="checkbox"/> Company secretary	<input type="checkbox"/> Individual trustee					
	<input type="checkbox"/> Treasurer	<input type="checkbox"/> Other office holder:						
Title	First names							
Surname								
Residential address (if different from above)								
			State					
Country (if not in Australia)			Postcode					
Date of birth	D	D	M	M	Y	Y	Y	Y
Occupation								

If there is insufficient space to complete details for your investor type, please attach separate page providing this information.

# 5

## Details of other entities

### (a) Company, Trustee (Corporate), Incorporated Association, Registered Co-operative, Government Body

Please refer to investor description on page 4.

Type of company (company/ corporate trustee only)	<input type="checkbox"/> Proprietary	<input type="checkbox"/> Public	<input type="checkbox"/> Listed	Australian Financial Services Licence Number (if applicable)																	
Government body only	<input type="checkbox"/> Established under legislation		Please specify																		
	<input type="checkbox"/> Other		Please specify																		
Name in full																					
ACN (company applicants only)																					
ABN																					
Registration number*	State/Territory registered																				
Registered office																					
Country (if not in Australia)																		State			
																		Postcode			
Principal place of business/ administration in Australia																					
Country																		State			
																		Postcode			

\* Only Registered Co-operatives and Incorporated Associations.

### (b) Entities formed outside Australia must also complete this section

Country of formation, incorporation or registration ARBN if registered in Australia																				
Registered office in country of formation	Date of formation																			
Name of relevant foreign registration body	If registered overseas																			
Registration identification number																				

### (c) Proprietary Company investors only

Please provide details of individuals who (directly or indirectly) own 25% or more of the issued capital in the company.

#### 1st Individual

Title	First names																				
Surname																					
Residential address																					
Country																		State			
																		Postcode			
Date of birth	D	D	M	M	Y	Y	Y	Y													

#### 2nd Individual

Title	First names																				
Surname																					
Residential address																					
Country																		State			
																		Postcode			
Date of birth	D	D	M	M	Y	Y	Y	Y													





# 7

## Investor acknowledgement and signature(s)

Please sign below to confirm that this information is correct. Signed for and on behalf of the investor named in section 1.

### 1st Individual/Director/Individual Trustee/Partner/Chairperson or equivalent officer of a Registered Co-operative, Incorporated Association or Unincorporated Association/Office Holder of Government Body

Capacity	<input type="checkbox"/> Individual (personal)	<input type="checkbox"/> Director	<input type="checkbox"/> Individual trustee	<input type="checkbox"/> Partner
	<input type="checkbox"/> Chairperson	<input type="checkbox"/> Sole director and sole secretary	<input type="checkbox"/> Power of Attorney*	<input type="checkbox"/> Other office holder (state below):
	<b>SIGN HERE</b>			
Signature	<input type="text"/>			
Full name	<input type="text"/>			
Date signed	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### 2nd Individual/Director/Individual Trustee/Partner/Secretary or equivalent officer of a Registered Co-operative, Incorporated Association or Unincorporated Association/Office Holder of Government Body

Capacity	<input type="checkbox"/> Individual (personal)	<input type="checkbox"/> Director	<input type="checkbox"/> Individual trustee	<input type="checkbox"/> Partner
	<input type="checkbox"/> Secretary	<input type="checkbox"/> Power of Attorney*	<input type="checkbox"/> Other office holder:	<input type="text"/>
	<b>SIGN HERE</b>			
Signature	<input type="text"/>			
Full name	<input type="text"/>			
Date signed	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### 3rd Individual/Company Secretary/Individual Trustee/Partner/Treasurer or equivalent officer of a Registered Co-operative, Incorporated Association or Unincorporated Association/Office Holder of Government Body

Capacity	<input type="checkbox"/> Individual (personal)	<input type="checkbox"/> Company secretary	<input type="checkbox"/> Individual trustee	<input type="checkbox"/> Partner
	<input type="checkbox"/> Treasurer	<input type="checkbox"/> Power of Attorney*	<input type="checkbox"/> Other office holder:	<input type="text"/>
	<b>SIGN HERE</b>			
Signature	<input type="text"/>			
Full name	<input type="text"/>			
Date signed	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

\* If I/we am/are signing under a Power of Attorney, I/we declare that the Power of Attorney has not been amended or revoked. If you are signing under a Power of Attorney, please supply a certified copy of the Power of Attorney with specimen signature(s) of Attorney(s). Additional individuals are to provide a separate sheet with signatures.

# 8

## Checklist

Please return this *Client Identification Form* with any additional documents to Goldman Sachs JBWere.

- All relevant sections have been completed (refer to Sections A and B for instructions).
- All amendments or corrections are crossed and initialled.
- All investors have completed and signed Section 7.
- All identification documentation has been provided (original or certified copies) (refer to pages 3 to 5 for details).
- Original or certified copy of Power of Attorney (if applicable).

**Please note** – if you have appointed another person to operate your account with Goldman Sachs JBWere (for example a Power of Attorney), we may require additional information about that person before we can act on their instructions.

**Important notice about privacy**

By completing this form, you agree to the Goldman Sachs JBWere Group collecting information about you and any third party individuals whose details you have provided on this form.

You agree to the Goldman Sachs JBWere Group electronically recording and monitoring telephone conversations with you, with or without automatic tone warning devices.

We may collect, use and disclose such information (about you and third parties described above) to any member or affiliate of the Goldman Sachs JBWere Group, any entity carrying out functions for or on behalf of the Goldman Sachs JBWere Group or for or on your behalf, and your adviser or authorised representatives, as the case may be, for the purposes of:

- (a) enabling us to process this form and provide financial services to you;
- (b) the Goldman Sachs JBWere Group offering other services or products which may be of interest to you unless you request in writing that we do not do so;
- (c) the Goldman Sachs JBWere Group's research, planning, product development, risk assessment and risk modelling;
- (d) the prevention and detection of money laundering and terrorist financing;
- (e) verifying your identity and customer due diligence;
- (f) any other purpose authorised by law.

You acknowledge that for the above purposes, including paragraphs (d) and (e) above, we may collect information from third party sources; and that personal information we collect may also be disclosed to third parties if that disclosure is required or authorised by law. You also acknowledge that we may be compelled by the *Corporations Act 2001* (Cth), or other applicable legislation, rules or regulations, or by a particular company's constitution, to disclose information or documents concerning or relating to you that may be regarded as confidential. You authorise us to comply with any such requirement to disclose information about you.

We will only disclose personal information you have provided to third party entities carrying out functions for or on behalf of the Goldman Sachs JBWere Group and on your behalf on a confidential basis.

If we transfer personal information outside Australia, we will comply with transborder data flow privacy standards under the *Privacy Act 1988* (Cth), for example, by taking reasonable steps to protect the information being held, used or disclosed by the recipient inconsistently with the National Privacy Principles.

You acknowledge that we will take reasonable steps to protect personal information we collect about you (and third parties described above) but we cannot guarantee its security.

The information we have asked you to provide in this form is required in order for us to comply with our obligations under anti-money laundering and counter terrorist financing laws. If you do not provide this information, we may not be able to provide you with financial services.

You have a right to request details of or request correction to any personal information that we hold about you by contacting the Privacy Officer, Goldman Sachs JBWere Group, GPO Box 2050, Melbourne Vic 3001, at any time in writing.

If you have provided any information about any third party individuals in this form, you agree that you have taken reasonable steps to notify them about the matters set out in this notice; and you have obtained the individual(s) consent to us collecting, using and disclosing the information in accordance with this notice.

In this notice, Goldman Sachs JBWere Group includes Goldman Sachs JBWere Pty Ltd, Goldman Sachs Group Holdings Pty Ltd and their respective bodies corporate; and the Goldman Sachs Group, Inc and its affiliates.

Office use only	
Postal address	<input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>
	<div style="display: flex; justify-content: space-between;"> <span>State <input style="width: 40px; height: 20px;" type="text"/></span> <span>Postcode <input style="width: 60px; height: 20px;" type="text"/></span> </div>
Dept/Adviser	<input style="width: 100%; height: 20px;" type="text"/>
Verify existing	<input style="width: 100%; height: 20px;" type="text"/>
System ID #	<input style="width: 100%; height: 20px;" type="text"/>
Screening	<input style="width: 100%; height: 20px;" type="text"/>
Lion ID #	<input style="width: 100%; height: 20px;" type="text"/>
Scanning	<input style="width: 100%; height: 20px;" type="text"/>
Comments	<input style="width: 100%; height: 40px;" type="text"/>
	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>System entry <input style="width: 100%; height: 20px;" type="text"/></p> <p>Document validation <input style="width: 100%; height: 20px;" type="text"/></p> <p>Lion entry <input style="width: 100%; height: 20px;" type="text"/></p> <p>Audit <input style="width: 100%; height: 20px;" type="text"/></p> <p>User ID <input style="width: 100%; height: 20px;" type="text"/></p> </div> <div style="width: 45%;"> <p>Entry date <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/></p> <p style="text-align: right;">December 2007</p> </div> </div>