

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

### ***Fee Reduction***

As highlighted within our offers page, most investment 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**

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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.



SUNCORP

# Margin Lending Terms and Conditions



# Legal documents – Version dated November 2008

## Terms & Conditions

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The terms and conditions of the *facility* are set out below.

When *you* and any *third party security provider* sign an *application form*, they agree to be bound by these terms and conditions. In an *application form*, *you* and any *third party security provider* also appoint attorneys under a power of attorney, who may execute *documents* on your behalf in accordance with that power, including these terms and conditions and any amendments to them.

Words printed *like this* are explained in Part XIII The Glossary of these terms and conditions.

# Part I - Lending provisions

## 1 How and what we will lend you

- 1.1 Any *loan* made under the *facility* is at *our* absolute discretion. Under the *facility*, we may lend *you* money up to the *borrowing limit* by way of the various *loan* options that are available from time to time. Subject to *our* agreement, *you* may nominate means of drawing and repaying each *loan* under the *facility*.
- 1.2 The amount *you* may borrow is determined by your *borrowing limit*, which depends on the *gearing ratio* and the *market value* of *securities* over which *security providers* have granted *security interests* to *us*. The *gearing ratio* for each *security* is shown in the *acceptable securities list* applicable to the *facility*. We may change the particulars on the *acceptable securities list* at *our* discretion and without notice to *you*.

## 2 Conditions for borrowing

- 2.1 We lend only if:
- (a) *you* have given *us* the following in a form satisfactory to *us*:
    - (i) the *documents*, appropriately signed; and
    - (ii) any other document or information we reasonably require;
  - (b) *you* have paid any fees we require;
  - (c) an *event of default* has not occurred and is not likely to occur;
  - (d) we are satisfied that the *amount outstanding* will not exceed the *borrowing limit* immediately after we lend the money;
  - (e) we have obtained all the credit and personal information about *you* that we consider necessary; and
  - (f) no *security provider* has rejected an *identification notice* we have issued.

We may require any information to be given electronically, orally or in writing. Once *you* request a *loan* to be made, that request is irrevocable.

- 2.2 A request to borrow an amount under the *facility* may be made by supplying *us* with a *confirmation*, which unless *you* instruct *us* otherwise before we receive it, we treat as a direction to:

- (a) lend *you* money under the *facility* to settle the *confirmation*; and
- (b) register the *securities* in the *buyer's participant sponsored holding* or the *nominee's* name, as required by *us*.

## 3 Interest

- 3.1 *You* must pay *us* interest on each *loan* at the rate we specify (which may be a fixed rate or a variable rate, depending on your arrangements with *us* in relation to each *loan*) for the period, and in the manner, that *you* and *we* agree to.
- 3.2 Interest:
- (a) accrues on each *loan* from day to day;
  - (b) is calculated on the number of days elapsed and a 365 day year;
  - (c) is debited to an *account* at the end of each month and on termination of the *facility* (unless we agree otherwise); and
  - (d) is payable on the last day of each month (unless we agree otherwise).
- 3.3 If *you* ask, we will arrange to direct debit, on or after the last day of a month, an *account* nominated by *you* with the amount of interest for that month and apply it to reduce the *amount outstanding*. *You* may cancel or vary any direct debit arrangement by 10 *business days* notice to *us*.

## 4 Other amounts we can charge to your account

- 4.1 We may debit *costs* payable in connection with the *facility* to any *account*.
- 4.2 Details of current interest rates, fees and charges are available from *us* on request. We may vary interest rates, fees and charges payable from time to time in *our* absolute discretion. If we increase existing fees we may notify *you* by advertisement in the national or local media or in writing no later than the day the increase takes effect. If we introduce a new fee we give *you* written notice before the fee takes effect.

## Part I - Lending provisions - continued

### 5 Payments

- 5.1 *You* and each *security provider* must pay all amounts due under the *documents* in full, in immediately available funds (by cheque or direct payment or another method of payment *we* notify *you* of from time to time) without setting off amounts *you* or the *security provider* believe *we* owe *you* or any other *person*, and without counterclaiming amounts from *us*. All payments must be free of any withholding or deduction for taxes, unless the law prevents this.
- 5.2 Payments must be made by *our* close of business (in the place of receipt) on the day the payment is due. If the due date falls on a non-*business day*, the payment must be made on the previous *business day*.
- 5.3 *We* may offset any money *we* owe *you* against any money *you* owe *us*.
- 5.4 If at any time the *amount outstanding* is due, but has not been paid, *you* authorise *us* to apply any credit balance in any *account you* have with *us*, towards satisfaction of the payment that is due. *We* may do this without giving *you* any prior notice, but *we* will tell *you* promptly afterwards.
- 5.5 *We* may apply or direct the *nominee* to apply any amount *you* pay *us* under the *facility*, any cash received as a result of rights derived from the *mortgaged property*, any proceeds from the takeover, compulsory acquisition, or redemption of, or return of capital on, any of the *mortgaged property*, any proceeds from the sale of any *mortgaged property* and any return of some or all of the subscription moneys for new *securities we* may fund to reduce the *amount outstanding*.
- 5.6 *We* may use any money received in connection with the *facility* towards paying any part of the *amount outstanding* in the order that *we* choose. This applies even if that part falls due after an *event of default* has occurred.
- 5.7 *We* may pay any money remaining after the *amount outstanding* has been paid in full to another *person* entitled to it. In particular, *we* may pay it to a *person* with a subsequent registered or unregistered *security interest* without incurring any liability to *you* or a *third party security provider*.
- 5.8 *We* may assign any date *we* consider appropriate to a debit or credit to an *account*.

- 5.9 *We* may adjust debits and credits on your *facility*, so as to accurately reflect your legal obligations. If *we* do this *we* may make consequential changes (including adjustments to interest).

### 6 Repayment of loans

- 6.1 *You* must repay *us* the *amount outstanding* if:
- (a) an *event of default* has occurred forthwith on demand (see Part VI); or
  - (b) *we* elect to terminate the *facility* on the date *we* specify. (*We* may elect to terminate the *facility* by giving at least 7 days notice to *you*).
- 6.2 *We* may charge a termination fee if *you* elect to terminate the *facility* within 2 months of the date when *you* first borrow under it.
- 6.3 *You* may repay all or any part of the *amount outstanding* whenever *you* wish. However, any *loan* upon which interest is paid or payable at a fixed rate may only be repaid in full (unless *we* agree otherwise).
- 6.4 If *you* do repay (including under clause 7), *we* do not refund any prepaid interest and *you* may be required to pay a fee.

### 7 Margin calls

- 7.1 Subject to clause 7.5, if the *amount outstanding* exceeds the sum of:
- (a) the *borrowing limit*; and
  - (b) the *buffer*,
- at any time, *you* must take the action referred to in clause 7.2 by 2 pm (EST) on the next *business day* after the event occurs.
- 7.2 The action *you* must take if the *amount outstanding* exceeds the sum of the *borrowing limit* and the *buffer* is to:
- (a) repay some or all of the *amount outstanding*;
  - (b) provide *us* with additional *security interests* which are acceptable to *us*;
  - (c) arrange to, or give *us* irrevocable instructions to, sell, dispose of or redeem some or all of the *mortgaged property* (with the proceeds being used to reduce the *amount outstanding* or being deposited to the credit of the *Cash Management Trust Account*); or
  - (d) take any other steps *we* consider necessary,
- so that the *amount outstanding* no longer exceeds the *borrowing limit*.

- 7.3 *You* are responsible for being in a position to receive any communications from *us* in relation to this clause and to act within the time limits specified in this clause.
- 7.4 As further and better security to *us*, *you* and each other *security provider* irrevocably authorise each attorney appointed in the power of attorney contained in the *application form* to take, in accordance with that power of attorney, any steps *we* consider necessary (including any of those steps listed in clause 7.2) to ensure the *amount outstanding* no longer exceeds the *borrowing limit*. This authority arises whether or not *we* try and advise *you* that *you* need to comply with clause 7.1.
- 7.5 If:
- (a) the *amount outstanding* exceeds the sum of:
- (i) the *borrowing limit*; and
- (ii) the *buffer*,
- at any time during a *trading day*, and
- (b) during:
- (i) the *trading day* in which that event occurs the All Ordinaries Share Price Index on the market trading platform operated by *ASX* or the *market value* of any *security* comprising part or all of the *mortgaged property* falls by more than 5%; or
- (ii) the three *trading days* preceding that *trading day* the All Ordinaries Share Price Index on the market trading platform operated by *ASX* or the *market value* of any *security* comprising part or all of the *mortgaged property* falls by more than 10%,
- as further and better security, *you* and each other *security provider* irrevocably authorise each attorney appointed in the power of attorney contained in the *application form* to take, in accordance with that power of attorney, any steps listed in clause 7.2 *we* consider necessary to ensure the *amount outstanding* no longer exceeds the *borrowing limit*.
- 7.6 *We* may vary the *gearing ratio* or the *market value* of a *security*, or the percentage taken into *account* in the *buffer*, at any time in *our* absolute discretion, even if it makes clause 7.1 or clause 7.5 apply.
- 7.7 *You* and each other *security provider* acknowledge that:
- (a) *you* must monitor whether clause 7.1 applies at any time, and *we* have no responsibility to do so;
- (b) if at any time *we* choose not to notify *you* that *you* have an obligation under clause 7.1, or exercise *our* rights under clause 7.4 or clause 7.5, despite then being entitled to do so, that is not a waiver of *our* right to do so subsequently.
- 7.8 *Our* rights under this clause 7 (whether *we* exercise them or not) do not limit any of *our* other rights at law or under these terms and conditions.
- 8 Authority to operate**
- You* may nominate a *person* or *persons* as an *authorised signatory* to operate the *facility* as if they were a *borrower*. In relation to a managed investment scheme, *you* may also nominate a *nominated adviser* or a managed investment scheme to provide *us* with instructions to switch or redeem all or part of the *security* relating to the managed investment scheme. The nomination must be done in a manner acceptable to *us*. *You* may revoke or change any nomination at any time, in a manner acceptable to *us*.

## Part II – The Mortgage

### 9 Effect of this mortgage

- 9.1 In this Part II each *security provider* incurs obligations and gives *us* rights over the *mortgaged property*. For example, if the *security provider* does not comply with any of their obligations under any part of this agreement, *we* may redeem, sell or deal with the *mortgaged property* as if *we* owned it. *We* may also sue *you* for any remaining money *you* owe *us*.
- 9.2 The *mortgage* in this Part II operates as a separate *mortgage* given by each *security provider* in respect of *securities* owned by that *security provider* solely in their own right and a *mortgage* given jointly by each *security provider* which owns *securities* jointly.

### 10 Mortgage

- 10.1 Subject to the following paragraph, for the purpose of securing to *us* payment of the *amount outstanding*, the *security provider* mortgages to *us*:
- (a) all the *future security*, when the *security provider* (or a trustee, *nominee* or agent for the *security provider*) first acquires an interest in it; and
  - (b) any *new rights* that arise with respect to the *future security* or other *new rights* when the *security provider* (or a trustee, *nominee* or agent of the *security provider*) first acquires an interest in those *new rights*,
- The *mortgage* referred to in (a) or (b) takes effect:
- (i) if recording under a *holder record* needs to occur in order for property in (a) or (b) to comprise *future security*, when the *securities* are first recorded in the *holder record*;
  - (ii) if *we* need to indicate that *we* accept property in (a) or (b) to comprise *future security*, when *we* indicate *our* acceptance;
  - (iii) if *securities* need to be transferred to *us* or a *person we* nominate in order for property in (a) or (b) to comprise *future security*, when the *transfer* takes effect; and
  - (iv) if an *identification notice* needs to be given in order for property in (a) or (b) to comprise *future security*, when the *identification notice* becomes effective under clause 10.2.
- 10.2 If *we* send a *security provider* an *identification notice* that identifies "*future security*", the property so identified is to be *future security* for

the purposes of this *mortgage* if the *security provider* does not reject the *identification notice* in writing to *us* by 2pm on the day they are taken to have received it. If an *identification notice* is received after 2pm on any day, it is taken to be received on the next day.

- 10.3 The *security provider* may require *us* to release the *mortgaged property* from the *mortgage* when there is no longer any *amount outstanding*. Until *we* actually release the *mortgaged property*, it remains mortgaged to *us*.
- 10.4 *We* may arrange to register this *mortgage* at your expense.

### 11 The mortgaged property

- 11.1 *We* reserve the right at *our* absolute discretion not to accept as *mortgaged property* any property a *security provider* deposits with *us* with the intention that it operates as *mortgaged property*. *We* may indicate *our* acceptance of *deposited documents* as *mortgaged property* orally or in writing. If in writing, it may be evidenced by any statement summarising the *facility* and portfolio of *securities we* issue from time to time.
- 11.2 Each *security provider* agrees to immediately deposit with *us* or a *person we* nominate anything *we* require in connection with the *mortgage* or *mortgaged property*.
- 11.3 If *we* ask, the *security provider* must give a direction (in a form *we* approve) to anyone *we* specify to deliver to *us* or *our nominee* anything which that *person* holds in respect of the *mortgaged property*. If *we* ask, the *security provider* must provide *us* with evidence (for example, a copy of the relevant letter) that they have given such a direction.

### 12 Your rights in relation to the mortgaged property

- 12.1 Until an *event of default* occurs or the *mortgaged property* is registered in *our* name, the *security provider* may:
- (a) keep all income earned in respect of the *mortgaged property*; and
  - (b) exercise any voting power in respect of the *mortgaged property*.
- 12.2 If an *event of default* occurs or the *mortgaged property* is registered in *our* name, all the *security provider's* rights under clause 12.1 end, and *we* are entitled to them. The *security provider* must then follow *our* directions about those things. The

*security provider* must ensure that any *person* in whose name any *mortgaged property* is registered does likewise. *We* may exercise those rights in any way *we* choose, including by doing nothing. *We* are not responsible for any loss arising from choosing not to act.

### **13 Your obligations in relation to the mortgaged property**

- 13.1 The *security provider* must:
- (a) carry out on time all their obligations, observe any restrictions, and do anything *we* require in connection with the *mortgaged property*;
  - (b) immediately after becoming aware of *new rights*, provide *us* with particulars of them;
  - (c) if they become aware of any defect in their ownership of the *mortgaged property*, immediately take steps to rectify it;
  - (d) do anything else that is necessary to maintain the *mortgaged property*;
  - (e) take up or sell *new rights* in respect of the *mortgaged property* if *we* ask;
  - (f) if *we* ask, give *us* a copy of all *documents* they receive in connection with the *mortgaged property*;
  - (g) comply with any conditions *we* attach to any approvals or consents *we* give in connection with the *mortgaged property*; and
  - (h) not do or fail to do anything that *we* think would have a material adverse effect on the *market value* of the *mortgaged property* or *our* interest in it.
- 13.2 If the *security provider* does not pay any calls or instalments or any other amounts that become payable in connection with the *mortgaged property*, *we* may pay any of those amounts. Any amount so paid will form part of the *amount outstanding*.

### **14 Dealing with the mortgaged property**

- 14.1 The *security provider* must obtain *our* written consent before:
- (a) disposing of or parting with possession of the *mortgaged property*;
  - (b) creating another *security interest* in the *mortgaged property* or allowing one to arise;
  - (c) taking steps to change the certificated (or uncertificated) nature of the *mortgaged property*, or applying for a replacement certificate if *we* have the original;
  - (d) waiving any rights or releasing any *person* from obligations in connection with the *mortgaged property*;

- (e) dealing in any other way with the *mortgaged property* or any interest in it, or allowing any interest in it to be varied; or
- (f) otherwise doing anything that might impair the effectiveness or validity of the *mortgage*.

14.2 If the *security provider* requests in a form acceptable to *us* (and signs any *transfer* forms required by the *nominee* if it is the registered holder of that part of the *mortgaged property*) *we* or the *nominee* may (and the *security providers* authorise *us* to) do whatever is necessary to release the property to the *security provider*.

14.3 *We* need not release any of the *mortgaged property* if *you* or a *security provider* has not fulfilled their obligations under the *facility*, or if, after the release, the *amount outstanding* would exceed the *borrowing limit*.

14.4 *We* may release any *securities* that *we* wish to exclude from the *mortgaged property*.

### **15 Other security interests**

15.1 If *we* consent to another *security interest* in the *mortgaged property* and *we* ask, then the *security provider* must obtain an agreement acceptable to *us* regarding the priority between the *mortgage* and the other *security interest*.

15.2 It is an *event of default* if the *security provider* does not obtain *our* consent and any agreement *we* ask for (see Part VI).

15.3 The *security provider* must ensure that the amount secured under any other *security interest* in the *mortgaged property* is not increased without *our* written consent.

15.4 The *security provider* must comply on time with any obligation in connection with any other *security interest* in the *mortgaged property*.

### **16 Administrative matters**

16.1 *We* may arrange for any *transfer* to *us* of the *security provider's* rights under the *mortgaged property* to be registered at your expense.

16.2 For the purpose only of fixing priorities under section 282 of the Corporations Act, the prospective liabilities secured by the *mortgage* include the *amount outstanding* at any time up to A\$20,000,000 or the highest of any amount indicated on any form lodged at the Australian *Securities* Investment Commission by *us* in relation to the *mortgage*. This clause does not affect any of your or any *security provider's* obligations to *us*.

## Part III - Third Party Security Provisions

### 17 Acknowledgment

Each *third party security provider* acknowledges that they are responsible for making themselves aware of the financial position of the *borrower*.

### 18 Preservation of rights

18.1 Rights given to *us* under the *documents* and liabilities under them are not affected by any act or omission by *us* or the *nominee* or by anything else that might otherwise affect them, including:

- (a) the fact that *we* vary or replace the *borrower's* or a *security provider's* obligations under this agreement, such as by increasing the *borrowing limit* or extending the term;
- (b) the fact that *we* give the *borrower* or a *security provider* a concession, such as more time to pay;
- (c) the fact that *we* release, lose the benefit of or do not obtain any *security interest*;
- (d) the fact that any *person* who was intended to guarantee the *borrower's* obligations under the *documents* does not do so or does not do so effectively; and
- (e) the fact that rights in connection with the *borrower's* and the *security provider's* obligations under the *documents* are assigned.

18.2 As long as there is an *amount outstanding* under the *documents*, the *third party security provider* may not, without *our* consent:

- (a) reduce its liability under the *documents* by claiming that it or the *borrower* or any other *person* has a right of set-off or counterclaim against *us*;
- (b) exercise any legal rights to claim to be entitled to the benefit of a guarantee or *security interest* given to *us* in connection with an amount payable under the *documents*. (For example, the *third party security provider* may not try to enforce any *mortgage* *we* have taken to secure repayment of amounts payable under the *documents*.);
- (c) claim an amount from the *borrower* or another *third party security provider* of the *borrower's* obligations under any right of indemnity; or
- (d) claim an amount in the *insolvency* of the *borrower* or another *third party security provider* of the *borrower's* obligations under the *documents* (including a *person* who has signed this agreement).

## Part IV – Appointment of Nominee

### 19 Appointment

19.1 The *security provider* agrees that if *we* ask the *nominee* to hold any of the *mortgaged property* specified by *us* on their behalf, then the *security provider* is to do all that is required to cause that *mortgaged property* to be registered in the *nominee's* name and to deal with that *mortgaged property* only in accordance with this Part IV.

The *nominee* is to be taken to have entered into this agreement on the terms and conditions contained in the *Master Nominee Deed* when it agrees to have *mortgaged property* registered in its name.

19.2 The *security provider* acknowledges that the legal title to *securities* may as a result of clause 19.1 be held by or in the name of the *nominee* in accordance with the terms of the *Master Nominee Deed*. The *security provider* accepts those terms.

19.3 The *nominee* need not make any payment unless the *security provider* first gives it the money to do so.

19.4 The *security provider* agrees not to terminate the *nominee's* appointment until they have paid all of the *amount outstanding* and received *our* written consent. *We* may terminate the *nominee's* appointment at any time. Termination of the *nominee's* appointment does not affect any rights or obligations arising under the *facility* prior to termination.

### 20 Nominee Instructions

The *nominee* agrees to take action in connection with the *mortgaged property* only in accordance with instructions given by *us*. Instructions may include:

- (a) a direction to take action that *we* could take under this agreement in connection with the *mortgaged property*; or
- (b) a direction to take instructions from the *security provider* in certain circumstances (for example, in connection with voting rights in respect of *mortgaged property* held by the *nominee*).

### 21 Security Provider's obligations

21.1 The *security provider* directs the *nominee* to act only in accordance with instructions received from *us* (not the *security provider*), unless *we* agree otherwise.

- 21.2 If the *security provider* wants to take any action in connection with the *mortgaged property* held by the *nominee*, they must contact *us* and *we* will give appropriate directions to the *nominee* if the request does not contravene any provision of this agreement. If the *security provider* asks *us* to direct the *nominee* to take action on their behalf, then neither *we* nor the *nominee* are liable for any loss suffered as a result of *us* or the *nominee* carrying out the instructions.
- 21.3 If the *security provider* asks *us* to direct the *nominee* to apply for *securities* on the basis of material contained in an offer document, then they declare that they have read the document and received any independent investment advice that they consider appropriate prior to asking *us* to direct the *nominee* to act.
- 21.4 The *security provider* directs the *nominee* to do anything necessary to give effect to the instructions received from *us*. For this purpose the *security provider* authorises the *nominee* (and each of its directors and each employee of the *nominee* authorised by the *nominee*) to act as their attorney, and agree to formally approve anything the *nominee* does under this power of attorney. This power of attorney terminates only when the *nominee's* appointment terminates in accordance with clause 19.4. A *person* dealing with the *nominee* acting as the *security provider's* attorney need not inquire whether the *nominee* is correctly exercising its powers under this agreement.

## 22 Costs, Fees and Expenses

- 22.1 *You* agree to pay the *nominee's* usual fees for acting as *nominee*, which may be notified to *you* from time to time.
- 22.2 *You* indemnify the *nominee* against, and therefore must pay it on demand for, all losses or *costs* it suffers or incurs in relation to acting as *nominee*.

# Part V – Warranties, Undertakings and Indemnities

## 23 Warranties and undertakings that *you* make

- 23.1 *You* and each *security provider* make the following confirmations, acknowledgments, warranties and undertakings at the date of the *facility*, and each time *you* borrow money under the *facility*:
- all information they have provided *us* in connection with the *mortgaged property* is true and correct (including as to the nature and extent of their interests in it);
  - they are able to enter into the *facility* and the other *documents* and give each of them full force and effect;
  - they are not aware of any situation which has caused, or might reasonably be expected to cause, an *event of default*;
  - if they are a company, they have not and will not breach Chapter 2E of the Corporations Act by virtue of the transactions contemplated in the *facility*. (Chapter 2E of the Corporations Act contains provisions which regulate the giving of financial benefits to related parties.);
  - they have not entered into the *facility* or applied for any *securities* in reliance on, or as a result of, any statement or conduct of any kind by or on *our* behalf or on behalf of the *nominee*; and
  - any amount that *we* may receive as a result of their or anyone else's bankruptcy or liquidation does not affect *our* rights to enforce the *facility* to recover the *amount outstanding*.
- 23.2 Each of the confirmations, acknowledgments and warranties made in clause 23.1 continues after the parties agree to these terms and conditions and after any borrowing under the *facility*. *You* and each *security provider* must tell *us* if anything happens which would prevent them from truthfully repeating any one or more of the declarations in clause 23.1 at any time.

## Part V – Warranties, Undertakings and Indemnities - continued

23.3 *You* and each *security provider* undertakes:

- (a) to give *us* promptly any financial and other information when *we* request;
- (b) to inform *us* promptly if there is an *event of default*, or if something may be about to become an *event of default*;
- (c) to do everything (including obtaining consents, signing and producing *documents*, producing receipts and getting *documents* completed and signed) in order to ensure they and their successors are bound by the *facility*;
- (d) if *you* are an individual or an individual acting as a trustee, to apply the money *we* lend *you* under the *facility* wholly or predominantly for business or investment purposes;
- (e) if they are a company, to ensure that any of their new or existing directors promptly joins any of the *documents* comprising the *facility* if *we* request; and
- (f) until the *amount outstanding* is paid in full, not:
  - (i) directly or indirectly, to claim or receive the benefit of any payment arising out of the bankruptcy or liquidation of any company or trust that has issued *securities* that are part of the *mortgaged property*; or
  - (ii) to exercise any rights to, or claim to be entitled to, any of *our* rights under the *facility* or a *security interest* given by the *security provider*; or
  - (iii) to claim an amount from a *borrower* under a right of indemnity relating to the *facility*.

### 24 Indemnities

24.1 *You* and the *security provider* jointly and severally indemnify *us* and the *nominee* against, and must therefore pay *us* on demand for, loss or *costs we* suffer or incur as a direct or indirect result of:

- (a) an *event of default* occurring;
- (b) money not being available to meet your request, unless it is *our* fault that money is not available;

- (c) any money *you* or another *person* has to pay under the *documents* not being promptly paid;
- (d) any party to the *documents* breaching the law;
- (e) *us* or the *nominee* entering into or performing obligations under the *facility*;
- (f) inaccuracy in, or breach of, any of the representations, warranties or covenants that *you* or a *third party security provider* gives;
- (g) any omission made by *you* or a *third party security provider* in any certificate or declaration delivered or any verbal or written statement, whether prior to entering into the *facility* or under any of the terms of the *facility*;
- (h) entering into and performing their obligations as a *security provider's sponsoring participant* in connection with any of the *documents*;
- (i) any action or default by a *security provider* under or in relation to the *sponsorship agreement* in Part VIII;
- (j) any *loan* being repaid before its due date; or
- (k) *our* reliance on any instructions contemplated in this agreement.

24.2 Unless stated otherwise, each indemnity in this agreement is a continuing obligation independent of other obligations under this agreement. They continue after those other obligations end.

## Part VI – Default

### 25 When is there an *event of default*?

An *event of default* occurs if:

- (a) *you* or a *security provider* does not pay on time any amounts due under any *document* (including if a margin call under clause 7 is not satisfied in accordance with the *facility*); or
- (b) *you* or a *security provider* does something they agree not to do, or don't do something they agree to do, under any *document*; or
- (c) *you* or a *security provider* gives *us* incorrect or misleading information, or makes a declaration which is untrue, in connection with a *document*; or
- (d) *you* or a *security provider* become *insolvent*, or steps are taken to make them *insolvent*.

### 26 What can happen if there is an *event of default*?

- 26.1 If an *event of default* occurs, *we* may do one or more of the following (in addition to anything else the law allows *us* to do):
- (a) give *you* a notice which states that an *event of default* has occurred, and requiring *you* to immediately pay *us* any or all of the *amount outstanding*;
  - (b) terminate the *facility* and notify *you* of the termination in any way *we* see appropriate at the time;
  - (c) sue *you* for the *amount outstanding*;
  - (d) do anything with the *mortgaged property* that the owner or a *receiver* of it could do, including selling or assigning it (or any part of it) on any terms *we* choose and withdrawing or redeeming any amount standing to the credit of the *Cash Management Trust Account*;
  - (e) exercise and enjoy the benefits of the rights the *security provider* previously held under clause 12;
  - (f) do anything else the law allows *us* to do as a mortgagee; and
  - (g) appoint a *receiver* to do any of the above.

- 26.2 Your liability under the *facility* (including your obligation to pay *us* the *amount outstanding*) is not limited to the net proceeds realised on the sale of the *mortgaged property*. To the extent *we* do not recover all money owing to *us* through such sale *we* may recover the balance of moneys owing from *you* personally.

### 27 Receivers

- 27.1 If *we* appoint a *receiver*, the *receiver* is the *security provider's* agent, not *ours*, unless *we* notify the *security provider* otherwise. The *security provider* must pay the *receiver's costs* and remuneration.
- 27.2 *We* may set a *receiver's* remuneration, remove a *receiver* and appoint a new or additional *receiver* as *we* choose.
- 27.3 A *receiver* can do anything *we* could do under clause 26.1, and anything else the law allows a *receiver* to do.
- 27.4 If *we* or the *receiver* takes possession of the *mortgaged property* then neither *we* nor the *receiver* is liable to *account* to the *security provider* as a mortgagee in possession.

### 28 Disposal of *Mortgaged Property*

The *security provider* agrees that if *we* sell or otherwise dispose of the *mortgaged property*:

- (a) it may be in any way *we* think appropriate, and *we* are not required to act in accordance with any instructions the *security provider* purports to give;
- (b) the disposal will not be open to challenge for any reason (including on the ground that *we* were not entitled to dispose of the *mortgaged property* or that the *security provider* did not receive notice of the intended disposal); and
- (c) the *person* who acquires the *mortgaged property* need not check whether *we* have the right to dispose of the *mortgaged property* or whether *we* are exercising that right properly.

The title of the *person* relying on this clause is not affected by any express or constructive notice of the matters referred to in this clause.

## Part VII – If You Are A Trustee

### 29 Trustee declarations and undertakings

29.1 If *you* are a trustee of a trust then:

(a) before *we* first lend *you* any money under the *facility*, *you* must provide *us* with a copy of the trust deed for the relevant trust fund satisfactory to *us*, certified by *you* or another *person* acceptable to *us* to be a true copy and satisfy *us* that *you* may enter into this *facility* or give a *security interest* or both as trustee; and

(b) *you* declare that:

(i) *you* have the power to sign the *documents*, perform your obligations under them, and allow them to be enforced, and all necessary resolutions, consents, approvals or other procedural matters have been obtained as required by any relevant trust deed; and

(ii) *you* have signed the *documents* in your personal capacity and also as trustee for the benefit of the beneficiaries; and

(iii) *you* have the right to be indemnified out of the trust fund for all of the obligations *you* incur under the *documents*, this right has not been limited in any way, and the trust fund is sufficient to cover this right of indemnity; and

(c) *you* agree to:

(i) exercise your right of indemnity from the trust fund and beneficiaries if necessary in order to meet your obligations under the *documents*;

(ii) do everything *you* have to as trustee of the trust;

(iii) not do anything which may negatively affect your obligations as trustee of the trust; and

(iv) if *we* ask, provide *us* with a completed solicitor's certificate (in a form *we* supply) which provides *us* with details of the trust.

29.2 The declarations and undertakings in clause 29.1 are of a continuing nature. *You* agree to tell *us* immediately if anything *you* have declared or agreed to becomes untrue or impossible.

29.3 If a *security provider* is a trustee then it makes the same declarations and enters into the same agreements as if it were named in clauses 29.1 and 29.2 instead of *you*.

## Part VIII – Appointment Of Sponsoring Participant

### 30 Appointment

30.1 The *security provider* and the *nominee* irrevocably appoint the *sponsor*, in its capacity as a *general settlement participant*, to be the *sponsoring participant* until a substitute is appointed.

30.2 Any prior *sponsorship agreement* between the *security provider*, the *nominee*, the *sponsor* and *us* in relation to the *securities* is terminated when this agreement begins without affecting adversely any rights or obligations that arose before its termination.

30.3 The *sponsor* declares that:

- (a) it is a wholly owned subsidiary of an Australian bank and the whole of its business is providing *nominee*, custody and related services or margin lending services ; and
- (b) it has fulfilled all the other requirements under the *Settlement Rules* for admission as a *general settlement participant*.

### 31 What the *sponsoring participant* can do

31.1 The *security provider* and the *nominee* authorise and direct the *sponsor* to provide *transfer* and registration services as their agent in relation to the *securities*.

31.2 Despite clause 31.1, the *sponsor*:

- (a) may not take action in relation to the *securities* (including any *transfer* or conversion into or out of the *participant sponsored holding*) except in accordance with *our* instructions;
- (b) must take action in relation to the *securities* in accordance with *our* instructions; and
- (c) is under no duty to enquire whether *we* may validly give any consent or instruction.

31.3 In accordance with clause 31.1 and these terms and conditions, but subject to clause 31.2 the *sponsor* must:

- (a) do anything necessary to register the *securities* as a *participant sponsored holding* with the *sponsor* as *sponsoring participant* in relation to them;

(b) on the instructions of the *security provider* or the *nominee*, do everything necessary to *transfer* and register the *securities* that the *security provider* or the *nominee* holds;

(c) do anything necessary or convenient for the purpose of acting as *sponsoring participant* of the *securities*;

(d) on the instructions of the *security provider* or the *nominee*, initiate a transfer or conversion of *securities*, or *withdrawal instructions*, within the time required under the *Settlement Rules* and notify *you* immediately if the *Settlement Rules* require those *securities* to be converted to another mode of *holding* other than a *participant sponsored holding* (for example, because an *entity* no longer has uncertificated holdings). However, if *you* have not paid for the *securities* when required by the *sponsor*, the *sponsor* may refuse to comply with your *withdrawal instructions* but only to the extent necessary to retain *securities* of the minimum *value* held in your *account* sponsored by the *sponsor* (where the minimum *value* is equal to 120% of the current *market value* of the amount claimed);

(e) obtain statements of *holding* balances and other information about the *securities* from the *ASX*, *ACH* or *ASTC* and any *entity* on the request of the *security provider* or the *nominee* and at any times that the *sponsor* thinks necessary;

(f) within the period prescribed by the *Settlement Rules*, give the *ASX*, *ACH* or *ASTC* or the relevant *entity* notice of any change in information required for registration notified by the *security provider* or the *nominee* under clause 32.4(c); and

(g) provide *you* or any *security provider* with an executed copy of the *sponsorship agreement* upon request.

31.4 The *sponsor* must:

(a) comply with the Corporations Act, all other relevant laws and the *Settlement Rules*; and

(b) exercise all due care in carrying out its duties and obligations; and

(c) immediately notify *you* if it becomes aware of any fact that might render it unable or ineligible to carry out its duties and obligations as *sponsoring participant*.

## Part VIII – Appointment Of Sponsoring Participant - continued

31.5 The *sponsor* acknowledges that:

- (a) *ASTC* has not approved, and takes no responsibility for, its abilities or qualifications as the *sponsoring participant*; and
- (b) information on its status as the *sponsoring participant* can be obtained from *ASIC*; and
- (c) if it is suspended from the settlement facility provided by *ASTC*:
  - (i) the *security provider* and the *nominee* have the right to request the *ASTC* to remove any *securities* held by the *security provider* or the *nominee* from the *CHESS Subregister* or from the control of the *sponsoring participant* under rule 7.2.3(b) of the *Settlement Rules* within 20 *business days* of the *ASTC* giving notice of the suspension; and
  - (ii) where a request under clause 31.5(c)(i) is not made, *ASTC* may change the *controlling participant* and the *security provider* will be deemed to have entered into a new *sponsorship agreement* with the new *sponsoring participant*, on the same terms as the existing sponsorship; agreement within 10 *business days* of the change of *controlling participant*; and
- (d) the *security provider* and the *nominee* may refer a breach by the *sponsor* of the *Settlement Rules* to any regulatory authority including *ASTC*; and
- (e) the *security provider* and the *nominee* may lodge a complaint against the *sponsor* with *ASIC* and Financial Ombudsman Service (FOS); and
- (f) in some circumstances the *security provider* or the *nominee* may make a claim for compensation on the *sponsorship bond* lodged by the *sponsor* with *ASTC*. The *security provider* and the *nominee* are not entitled to make a claim on the National Guarantee Fund for compensation; and
- (g) it is solely responsible for meeting any claims that the *security provider* or the *nominee* make against the *sponsor* for compensation. If the *security provider* or the *nominee* makes a claim for compensation against the *sponsor*, its ability to satisfy that claim will depend on its financial circumstances.

31.6 The *sponsor* may give the *security provider* and the *nominee* notice of its intention to change their *sponsoring participant*. If the *sponsor* decides to do this:

- (a) the consent of the *ASTC* must first be obtained and any conditions stipulated by *ASTC* met; and
- (b) the proposed changeover date must be not less than 20 *business days* (as defined in the *Settlement Rules*) after the notice is received by the *security provider* (the "Effective Date"). During that period, the *security provider* and the *nominee* are entitled to terminate the sponsorship arrangements applying under this agreement. However, if they choose to terminate, then the *amount outstanding* must be repaid in full at the same time.

31.7 The sponsorship arrangements made under this agreement are to be taken to be novated to the new *sponsoring participant* on the later of the Effective Date and the date the *security provider* and *nominee* receive a notice from the new *sponsoring participant* confirming that they consent to act as their *sponsoring participant* on terms equivalent to these sponsorship arrangements (including clause 31.2).

31.8 The *security provider* and the *nominee* are to be taken to have consented to the novation of the sponsorship arrangements if either do any act which is consistent with the novation on or after the Effective Date.

31.9 The sponsorship arrangements continue for the *sponsor's* benefit in respect of any rights and obligations occurring before notice is given under clause 31.7.

31.10 To the extent that any law or provision of any agreement makes the novation in clause 31.6 not binding or effective, these sponsorship arrangements continue for the *sponsor's* benefit until such time as the novation is effective.

31.11 Nothing in clauses 31.6 to 31.10, prevents the completion of transactions by the *sponsor* where the obligation to complete those transactions arose before notice was given under clause 31.7 and these sponsorship arrangements will continue to apply to the completion of those transactions despite the novation of these sponsorship arrangements.

31.12 If any *security provider* consents, the *sponsor* may disclose the *HIN* of a *CHESS Holding* to any *nominated adviser*, *authorised signatory* or any other *security provider*.

### 32 What the *security provider* and the *nominee* agree to do

32.1 The *security provider* and the *nominee* acknowledge that:

- (a) *ASTC* has not approved, and takes no responsibility for, the *sponsor's* abilities or qualifications as the *sponsoring participant* and
- (b) *ASX*, its subsidiaries and controlled entities (including *ASTC*) have no responsibility for supervising or regulating the relationship between the *security provider* and the *nominee* and the *sponsoring participant* other than in relation to sponsorship agreements; and
- (c) one of the *sponsor's* responsible representatives explained Part VIII of this agreement to the *security provider* and the *nominee*; and
- (d) they understood the intent and effect of Part VIII of this agreement before signing it; and
- (e) if either of them makes a claim for compensation against the *sponsor*, the *sponsor* is solely responsible for meeting the claim and the *sponsor's* ability to satisfy that claim, will depend on the *sponsor's* financial circumstances; and
- (f) in the event of the *security provider's* death or bankruptcy a *holder record lock* will be applied to all *securities* held in a *participant sponsored holding* in the *security provider's* name in accordance with rules 8.15.8 and 8.15.11 of the *Settlement Rules*, unless the *security provider's* legally appointed representative elects to remove those *securities* from the *CHESS Subregister*; and
- (g) in the event of the *security provider's* death this agreement is deemed to remain in operation, in respect of the *person* legally appointed to administer the *security provider's* estate, for a period of up to three calendar months after the date on which the *holder record lock* is removed pursuant to rule 8.16.3 of the *Settlement Rules*, unless that legally appointed representative elects to remove the *participant sponsored holding* from the *CHESS Subregister*; and

(h) where there is more than one *security provider holding securities* in a *participant sponsored holding* jointly, and one of them dies:

- (i) those *securities* will be transferred into new holdings under a new *holder record* in the name of the other surviving joint holders; and
  - (ii) this agreement is to be valid for the new holdings under the new *holder record*; and
- (i) where there is more than one *security provider holding securities* in a *participant sponsored holding* jointly, and one of them becomes bankrupt, the *sponsor* will:
- (i) unless the legally appointed representative of that bankrupt elects to remove the bankrupt's *participant sponsored holding* from the *CHESS Subregister*.
    - transfer the interest of that bankrupt into new holdings under a new *holder record* established for that purpose; and
    - request *ASTC* to apply a *holder record lock* to those holdings; and
  - (ii) transfer the interest of the other joint holders into new holdings under a new *holder record* established for that purpose.

32.2 If the *sponsor* makes a *transfer* from a *holding* of the *security provider* or the *nominee* under section 9 of the *Settlement Rules*, then each acknowledges that none of them:

- (a) may assert or claim against *ASTC* or the relevant *entity* that the *sponsoring participant* either was not authorised to make the *transfer* or did not make it; or
- (b) have a claim arising out of the *transfer* against the National Guarantee Fund under Part 7.5 Division 4 of the Corporations Regulations unless the *transfer* was taken to be effected by a market participant of *ASX* or a clearing participant of *ACH*.

32.3 If the *sponsor* initiates any action in accordance with this agreement which has the effect of creating a *subposition* over the *securities*, then the *security provider*, the *nominee* and *we* acknowledge that their right to *transfer*, convert or deal in any other way with those *securities* is restricted in accordance with the *Settlement Rules* relating to *subpositions*.

32.4 The *security provider* and the *nominee* must:

- (a) take all necessary steps to enable the *sponsor* to become the *sponsoring participant* of any *securities* that form, or are proposed to form, part of the *mortgaged property* that are held in a *participant sponsored holding* with a different *sponsoring participant*;
- (b) give the *sponsor* information and supporting documentation reasonably required by the *sponsor* to comply with the registration requirements for *participant sponsored holdings* under the *Settlement Rules*;
- (c) notify the *sponsor* of any change to that information and supply any necessary supporting documentation as soon as possible;
- (d) not take any action that would interfere with the *sponsor* complying with its obligations under the *Settlement Rules*;
- (e) do everything necessary to cause any *securities* that *we* identify to be reserved in a *subposition* on any terms specified by *us* if *we* reasonably determine that the *subposition* may be used to protect *our* interests under the *mortgage*; and
- (f) not reserve or release *securities* into or out of a *subposition* without *our* prior consent.

32.5 The *security provider* must:

- (a) do everything to comply with this agreement that the *sponsor* and *we* consider necessary; and
- (b) pay the *sponsor* the fee the *security provider* and the *sponsor* agree to; and
- (c) reimburse the *sponsor* when it asks for *costs* and expenses incurred by the *sponsor* on stamp duty, registration and other fees and charges associated with *CHESS* and other expenses incurred on behalf of the *security provider* and the *nominee*.

32.6 The *security provider* indemnifies the *sponsor* against, and therefore must pay the *sponsor* on demand for, loss or *costs* suffered or incurred by it:

- (a) in properly carrying out its duties or exercising its powers in relation to the *securities*; or
- (b) in carrying out any direction given by the *security provider*, the *nominee* or *us*,
- (c) in disclosing the *HIN* in accordance with clause 31.12 and relying on instructions from anyone in relation to the *HIN*,

but excluding loss or costs suffered or incurred as a result of any acts or omissions that involve the sponsor's gross negligence or fraud.

### **33 Restrictions on our rights**

If the *sponsor* initiates any action in accordance with this agreement which has the effect of creating a *subposition* over the *securities*, *we*, acknowledge that *our* right to *transfer*, convert or deal in any other way with those *securities* is restricted in accordance with the *Settlement Rules* relating to *subpositions*.

## Part IX – Other Provisions

### 34 Exclusion of time periods

34.1 Neither *we* nor any *receiver* need give *you* or a *security provider* any notice or demand or allow time to elapse before exercising a right under the *facility* or conferred by law (including a right to sell) unless the notice, demand or lapse of time is required by law and cannot be excluded.

34.2 If a law requires that a period of notice must be given or a lapse of time must occur or be permitted before a right under the *facility* or conferred by law may be exercised, then:

(a) when a period of notice or lapse of time is mandatory, that period of notice must be given or that lapse of time must occur or be permitted by *us*; or

(b) when law provides that a period of notice or lapse of time may be stipulated or fixed by the *mortgage*, then one day is stipulated and fixed as that period of notice or lapse of time including, if applicable, as the period of notice or lapse of time during which:

(i) an *event of default* must continue before a notice is given or requirement otherwise made for payment of any amount (including the *amount outstanding*) or the observance of other obligations under the *mortgage*; and

(ii) a notice or request for payment of any amount (including the *amount outstanding*) or the observance of other obligations under the *mortgage* must remain not complied with before *we* or a *receiver* may exercise rights.

### 35 Other costs and charges

35.1 *You* must pay *us*, the *controlling participant* and the *nominee* for:

(a) any *costs* *we* or the *nominee* reasonably incur in arranging, registering, administering or terminating the *documents* (including action taken to enforce rights given to *us* or the *receiver* by the *documents*);

(b) all stamp and other duties, taxes or fees payable in connection with the *documents* or any transaction contemplated under them including any interest, penalties, fines or expenses which might arise in relation to these

payments, and any amounts *we* pay to any independent consultant, agent, *receiver* or lawyer; and

(c) any increase in *our costs* of supplying the *facility* to *you*.

35.2 *We* may debit and charge any *account* with any amounts *you* are required to pay under clause 35.1.

35.3 *You* must pay for anything which *you* or a *security provider* do under or in relation to this agreement.

35.4 *You* must pay *us* an amount equal to any liability, loss or *costs* (including consequential or economic loss) of a kind referred to in clause 24.1 or clause 35.1 suffered or incurred by any *receiver* or attorney appointed under a *document*, any of *our* employees or officers or any purchaser or holder of the *mortgaged property*.

### 36 Limitation of Liability

36.1 *We* need not do anything (including disclosing anything or giving advice, or doing anything *we* are entitled to do under this *facility*), except as expressly set out in this agreement.

36.2 *We* are not responsible to *you* for any action of or failure to act by any manager, trustee or administrator of any trust in which *you* have purchased units or interests or for any breach by any of them of any obligation under any *documents* relating to that trust.

36.3 Although *we* or the *nominee* may sign and deliver applications by *you* or your financial adviser for *securities* which consist of an interest in a managed investment scheme, neither the *nominee* nor *we* can ensure that the application will be accepted by the manager, administrator or trustee of the relevant scheme.

36.4 The fact that *we* include a *security* in the *acceptable securities list* or *we* or the *nominee* classify a *security* as part of the *mortgaged property* is not a recommendation by either *us* or the *nominee* that *you* or a *security provider* should invest in that security.

## Part IX – Other Provisions - continued

36.5 Neither the *nominee* nor *we* are responsible for or liable in respect of:

- (a) any change or movement in the *value* of any *security* comprising part of the *mortgaged property*;
- (b) any information, advice or opinion (including any information, advice or opinion relating to any *security*) provided by *us* or any other *person* on *our* behalf whether or not it is provided at your request or relied on by *you* or by others;
- (c) any loss, damage, cost, liability or expense that *you* may suffer as a result of the failure of any services (electronic and/or telephone and/or internet and/or processing and/or otherwise) *we* provide then to correct any errors and refund any fees or charges arising as a result of the failure; or
- (d) any suspension of *our* services, to allow *us* to perform administrative tasks or maintenance, or, if in *our* opinion, a threat is posed to any system or equipment supporting any service under the *facility*.

### 37 Commissions

- 37.1 *We* may share any money *you* or a *security provider* give *us*, or pay a commission to, any *person* *we* choose. *We* are not required to tell *you* about this, or to advise *you* or obtain your consent to any change in the basis upon which *we* do so.
- 37.2 If the *Cash Management Trust Account* is opened with an *entity* related to *us*, then *you* consent to that *entity* earning fees and commissions in connection with that *account*.

### 38 General matters

#### How *we* may exercise *our* rights

- 38.1 *We* may exercise a right or remedy or give or refuse *our* consent in any way *we* consider appropriate including by imposing conditions.
- 38.2 If *we* do not exercise a right, power or remedy fully or at a given time, *we* can still exercise it later.
- 38.3 *Our* rights and remedies under the *documents* are in addition to other rights and remedies provided by law independently of them. *We* may enforce *our* rights and remedies in any order *we* choose.

38.4 *We* are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy, whether or not caused by *our* negligence.

38.5 *Our* rights and remedies under the *documents* may be exercised by any of *our* directors, or any of *our* employees or other *persons* *we* authorise, including a *receiver* or attorney.

#### Reinstatement of rights

38.6 Under law, a trustee in bankruptcy or liquidator may ask *us* to refund a payment *we* have received in connection with the *documents*. To the extent *we* are obliged to, or *we* agree to, make a refund *we* may treat the payment as if it had not been made. *We* are then entitled to *our* rights against *you* and the *security provider* under the *documents* as if the payment had never been made and, if *we* ask, *you* and the *security provider* must do everything necessary to restore to *us* any *security interest* *we* held immediately prior to the payment or *transfer*.

#### No merger

38.7 This agreement does not merge with or adversely affect, and is not adversely affected by:

- (a) any guarantee or indemnity, or any *security interest*, right or remedy, to which *we* are entitled at any time; or
- (b) a judgment or order which *we* obtain against *you* or the *security provider* in respect of an amount payable under the *documents*. (*We* can still exercise *our* rights under this agreement as well as under the judgement, order, other guarantee or security.)

38.8 If any amount *you* must pay under this agreement becomes merged in a court order, *you* must pay interest on that amount as a separate obligation. The interest is payable at the rate in the court order from the date *we* first ask *you* for it until it is paid in full. The rate is the default rate or the rate in the court order, whichever is higher.

#### Further steps

38.9 *You* and each *security provider* must promptly do anything *we* ask (such as obtaining consents, signing and producing *documents*, producing receipts and getting *documents* completed and signed) to bind themselves under this agreement, and to assist *us* and the *nominee* in the enjoyment or enforcement of *our* respective rights under it.

### **Amendment to this facility and waiver**

38.10 We may vary the provisions of the *documents* from time to time. If the Code of Banking Practice applies to the *facility* we may only do so in accordance with that code. If we do, we will notify *you* in writing of the amendments.

38.11 A right granted by this agreement can only be waived or discharged in writing signed by the party or parties to be bound.

### **Completing this agreement and your obligations under it**

38.12 *You* and each *security provider* agree that we may fill in any blanks in this agreement or any related *documents*.

38.13 We may do anything which *you* or a *security provider* should have done under this agreement but which they either have not done or in *our* opinion have not done properly. If we do so, *you* must pay *our costs* for so acting when we ask.

### **Assignment**

38.14 We may assign or otherwise deal with *our* rights under the *documents*. *You* and each *security provider* agree that we may disclose any information or *documents* we consider necessary to help *us* exercise this right.

38.15 *Your* and each *security provider's* rights are personal and may not be assigned without *our* prior written consent.

### **Inconsistent law**

38.16 To the extent allowed by law the *documents* prevail to the extent they are inconsistent with any law.

38.17 A provision of a *document* that is void, illegal or unenforceable is ineffective only to the extent of the voidness, illegality or unenforceability, but the remaining provisions are not affected.

38.18 Any present or future law that varies *your* or the *security provider's* obligations under the *documents* is excluded to the extent allowed by law if it affects *our* or the *nominee's* rights or remedies adversely.

### **Notices and other communications**

38.19 Except as specified otherwise in the *facility*, all notices, requests, demands, consents, approvals, agreements or other communications to or by *you*, a *security provider*, *us*, the *nominee* or the *sponsor*.

(a) must be in writing, such other means as we may specify from time to time.

(b) (if *you* are a company) must be signed by an authorised officer of *you* and *you* must provide the specimen signature of any authorised office.

(c) will be taken to be duly received or made:

(i) (in the case of delivery in person or by post or facsimile transmission) when delivered, received or left at the last notified address of the recipient;

(ii) (in the case of a delivery by electronic means) when the communication was sent unless the sender's machine received a report that indicates there was a failure in delivering the communication; or

(iii) (when allowed by this agreement, if advertised by newspaper) on the date they are first published.

38.20 We may, to the extent of your authorisation in an *application form* or otherwise and to the extent allowed by any applicable law or code of conduct:

(a) give any communication under this *facility* to your *nominated adviser* or *authorised signatory*;

(b) give *you* any notice under this agreement by:

(i) electronic communication to a device, *electronic equipment* or electronic address nominated by *you* and without limiting the generality of the foregoing includes any email address provided by *you* to *us*; or

(ii) displaying information at *our* website – [www.suncorpmarginlending.com.au](http://www.suncorpmarginlending.com.au) (after notifying *you* by electronic communication that the information is available for retrieval on the website, and the nature of the information).

*You* may at any time vary the device, electronic means or electronic address *you* have nominated, or terminate your agreement that we can notify changes to *you* via the methods of electronic communication referred to above.

38.21 Communications take effect from the time they are received unless a later time is specified in them.

## Part IX – Other Provisions - continued

### Applicable law and service of documents

38.22 This agreement is governed by the law in force in New South Wales. All parties submit to the nonexclusive jurisdiction of the courts of New South Wales.

38.23 *We* and the *nominee* may serve any document in a court action on *you* or a *security provider* by delivering it to, or leaving it at, the address given to *us*, or such other address as *we* agree to at any time. This clause does not prevent any other method of service.

### Confidentiality

38.24 All information provided to *us* or the *nominee* ("recipient") by *you* or a *security provider* (each a "provider") in connection with the *documents* is confidential to the recipient, its employees, legal advisers, auditors and other consultants and may not be disclosed to any *person* except:

- (a) with the consent of the provider (which consent is not to be unreasonably withheld); or
- (b) if allowed or required by law or any *document*, or required by any securities exchange; or
- (c) in connection with legal proceedings relating to the *documents*; or
- (d) if the information is generally and publicly available; or
- (e) to a potential assignee, participant or sub participant of the recipient's interests under a *document* or to any other *person* who is considering entering into contractual relations with the recipient in connection with a *document*.

### Additional services

38.25 From time to time *we* may choose at *our* discretion to offer additional services in connection with the *facility*. This may include permitting deposits or withdrawals by different methods and allowing access to information about the *facility* by different methods (including electronically).

### Disclosure of TFNs and ABNs

38.26 By providing *us* or the *sponsor* with a tax file number, Australian Business Number or Australian Authorised Deposit-taking institution *account* details *you* or any *security provider* authorise *us* or the *sponsor* to disclose this information to the ASX, ACH, ASTC or to designated share register, or current or proposed *entity* for any purpose relating to *securities* or their dividends or other benefits.

### Telephone Conversations

38.27 *We*, *nominee* or *sponsor* may record telephone conversations at any time and may rely on those recordings in the event that a dispute arises.

### 39 Privacy Statement for personal information about individuals

In this clause 39, "*you*" means each *borrower* and each *third party security provider* who is an individual.

#### Your rights

- 39.1 *You* need not give *us* any of the personal information requested in the *application form* or any other document or communication relating to the *facility* applied for. However, without this information, *we* may not be able to process the *application form* or provide *you* with an appropriate level of service. During the course of *our* relationship with *you*, *we* may also gather information about *you* from other sources, such as from the ASX, ACH or ASTC.
- 39.2 *You* may request access at any time to personal information held by *us* about *you* and ask *us* to correct it if *you* believe it is incorrect or out of date.

#### How we may use your personal information

- 39.3 *We* use your personal information to:
- (a) process your *application form*;
  - (b) administer and manage the *facility*; and
  - (c) facilitate *our* internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing.

### **Our right to disclose your personal information**

39.4 We may disclose your personal information if it is necessary to do so in the following circumstances:

- (a) to any referee nominated by *you*;
- (b) to *our* external service providers that provide services for the purposes only of *our* business, on a confidential basis (such as advisors, debt collection agents and mailing houses);
- (c) to nominees, sponsoring participants who may provide services in relation to *CHESS* approved *securities*, and to the investment managers of your *securities*;
- (d) to any *security provider* or proposed *security provider* of your *facility* for the purpose of enabling the *security provider* to decide whether to act as a *security provider* or to keep informed about the *facility*. The personal information that may be disclosed to the *security provider* includes credit information about *you*, for example a report about *you* from a credit reporting agency.
- (e) to any *persons* acting on your behalf, including your financial advisor, broker, solicitor or accountant, unless *you* tell *us* not to;
- (f) to any master trust or wrap provider into which *you* are invested or intend to invest for the purpose of providing *you* with information concerning your investments, unless *you* tell *us* not to;
- (g) to other *persons* who have an interest in any property offered to *us* as an additional *security interest*;
- (h) to any party acquiring an interest in any business or in the *facility* and any related *securities* provided by *you* or any other *security provider*;
- (i) to government agencies and other registration or regulatory bodies in connection with the *facility*, (for example, to stamp or register *documents*);
- (j) to a *mortgage* insurer which provides lenders' *mortgage* insurance to *us* and which may be located outside Australia; and
- (k) if *you* request *us* to do so or if *you* consent (for example, for a direct debit) or where the law requires or permits *us* to do so.

### **Use by the *Suncorp Metway Group***

39.5 We may also use your personal information or give access to personal information about *you* to any member of the *Suncorp Metway Group* to:

- (a) assess your credit and risk profile and total liability within the *Suncorp Metway Group*;
- (b) analyse products, services and customer needs and develop new products, and
- (c) inform *you* of products and services provided by *us*, any member of the *Suncorp Metway Group* or by preferred providers, which *we* consider may be of *value* or interest to *you*, unless *you* tell *us* not to.

### **Disclosure to a credit reporting agency**

39.6 We may give information about *you* to a credit reporting agency so to obtain a credit report about *you* and/or to allow the credit reporting agency to create or maintain a credit information file containing information about *you*.

The information *we* may give to the credit reporting agency is limited to:

- (a) details to identify *you* – that is, your name, sex, date of birth, current and 2 previous addresses, your current or last known employer, and your driver's licence number;
- (b) the fact that *you* have applied for a *facility* and the amount or that *we* are a current credit provider to *you*;
- (c) advice that payments previously notified as unpaid are no longer overdue;
- (d) payments overdue for at least 60 days and for which collection action has started;
- (e) in specified circumstances, that in *our* opinion *you* have committed a serious credit infringement; and
- (f) the fact that credit provided to *you* by *us* has been paid or otherwise discharged.

### **Agreement to obtain credit report**

39.7 We may obtain from a credit reporting agency or other business that provides information about credit worthiness, credit reports containing personal or commercial credit information about *you*.

## Part IX – Other Provisions - continued

### Your authority to us

- 39.8 By signing the *application form* you authorise us to collect, maintain, use and disclose your personal information in the manner set out in this clause 39.
- 39.9 By completing the *application form*, you undertake to provide a copy of this privacy statement to each principal, company officer or partner that you purport to represent.

### 40 Code of banking practice

- 40.1 The relevant provisions of the Code of Banking Practice apply to the *facility* if you or the *security provider* is an individual or a *small business*.
- 40.2 If the Code of Banking Practice applies to the *facility* and a provision of the *facility* contravenes a requirement of that Code or imposes an obligation or liability which is prohibited by that Code, the *facility* is to be read as if that provision were varied to the extent necessary to comply with that Code, or, if necessary, omitted.
- 40.3 There is a booklet called "Banking Services – Terms and conditions and general information" which is available on request from any of our branches. This booklet contains information which you may find helpful about banking services and the Code of Banking Practice, such as *account* opening procedures, confidentiality and complaint handling procedures, combining accounts, bank cheques, the importance of reading the terms and conditions applying to the banking services you obtain from us, and the advisability of you notifying us promptly if you are in financial difficulty.

### 41 Joint Facility

- 41.1 If there are more than one of you, then you are jointly and severally bound to comply with these terms, and are liable for all amounts due under the *documents*.
- 41.2 With a joint *facility*, either of you are authorised to operate the *facility*.
- 41.3 Either of you can write to us and terminate your liability for future advances on your joint *facility*. If either of you ask to terminate your liability, we may stop operations on your joint *facility* generally. In any case, each of you remain liable for all transactions either of you make prior to the date you cancel your liability for future advances on your joint *facility*, even if the transactions are debited to the *facility* after the cancellation date.

## Part X - Savings Gearing Loan

You will need to complete a *savings gearing application* and return it to us to establish a *savings gearing loan*. We will notify you if we agree to lend you money under this *savings gearing loan*.

### 42 How and what we will lend you

- 42.1 We will only lend you money under this *savings gearing loan* if:
- (a) you have satisfied all of the requirements necessary for us to lend you money under this *facility*;
  - (b) your *savings gearing loan balance* does not exceed the *savings gearing loan limit* at any time; and
  - (c) subject to clauses 45.1 and 45.4, no later than 4 *business days* prior to the *investment date* of that *nominated investment* you deposit in the *savings gearing account* the *relevant monthly contribution* in respect of that *nominated investment*.
- 42.2 In respect of a *nominated investment* no later than the day that is one *business day* prior to the *investment date* in respect of that *nominated investment* we will, subject to clause 45.4, make an *advance* equal to the *monthly margin loan advance* for that *nominated investment*.

### 43 Making a contribution

If 4 *business days* prior to the *investment date* of a *nominated investment* the balance of the *savings gearing account* is not less than the *relevant monthly contribution* for that *nominated investment* and that *investment date*:

- (a) you will be deemed to have satisfied your obligation under clause 42.1(c); and
- (b) you authorise and direct us to debit the *savings gearing account* for an amount equal to that *relevant monthly contribution* for the purpose of its application under clause 44.1

### 44 Investments

- 44.1 You irrevocably authorise and direct the *nominee* to apply the *total monthly investment* amount in respect of a *nominated investment* and an *investment date* to purchase, in the *nominee's* name (as *nominee* on your behalf), that *nominated investment* on that *investment date*.

44.2 If *you* wish to do any or all of the following from time to time:

- (a) cease purchasing a *nominated investment*;
- (b) specify an additional *nominated investment*;
- (c) vary the amount of the *monthly margin loan advance* in respect of a *nominated investment*;
- (d) vary the amount of the *relevant monthly contribution* in respect of a *nominated investment*; or
- (e) vary the frequency with which *you* make either the *relevant monthly contribution* or *we* make an *advance*, or both,

*you* must give *us* written notice no later than 15 *business days* prior to the relevant *investment date* in respect of a *nominated investment* from which a change under this clause is to take effect.

44.3 *We* may agree to any of the variations referred to in clause 44.2 in *our* absolute discretion.

#### **45 Adjusting advances and contributions**

45.1 *You* may elect not to make a *relevant monthly contribution* under clause 42.1(c) in respect of a *nominated investment* and an *investment date* if *you* would be entitled, on that *investment date*, to borrow an amount of money from *us*, under this *facility*, equal to the aggregate of:

- (a) that *relevant monthly contribution*; and
- (b) the *monthly margin loan advance* in respect of that *nominated investment* and that *investment date*.

45.2 *You* will be deemed to have made an election under clause 45.1 in respect of a *relevant monthly contribution* if:

- (a) *you* have not made the *relevant monthly contribution* under clause 42.1(c);
- (b) *you* have not suspended your obligation in respect of that *relevant monthly contribution* under clause 45.4(a); and
- (c) *you* would otherwise be entitled to make the election provided for by clause 45.1.

45.3 If *you* make (or are deemed to make) an election under clause 42.1 in respect of a *relevant monthly contribution* for a *nominated investment*, *we* will, in addition to the *advance* under clause 42.2, make an *advance* equal to that *relevant monthly contribution* on or about the *investment date* for

that *nominated investment* and that *relevant monthly contribution*.

45.4 In respect of a *nominated investment*, *you* may elect to do either or both of the following:

- (a) suspend your obligation under clause 42.1(c) to make the *relevant monthly contribution* for that *nominated investment*; and
- (b) suspend making an *advance* under clause 42.2 in respect of the *monthly margin loan advance* for that *nominated investment*,

by giving *us* written notice no later than 4 *business days* prior to the *investment date*, for that *nominated investment*, from which that election is to take effect. *You* may only request a suspension in respect of that *nominated investment* for a period of up to 3 consecutive months or for 3 months in any 12 month period (or such other period as *we* may agree with *you*).

#### **46 Failure to provide a contribution or advances**

If:

- (a) *you* fail to make a *relevant monthly contribution* in accordance with clause 42.1(c); or
- (b) *we* do not make an *advance* equal to the *monthly margin loan advance* in accordance with clause 42.2 as a result of *you* having failed to satisfy any of the conditions to *us* lending *you* money under this *savings gearing loan*,

*we* may, in addition to any other rights *we* may have under the *facility*, deem an *event of default* to have occurred or charge *you* a default fee (or both).

#### **47 Costs**

In addition to any other amounts payable under this *savings gearing loan* and the *facility* *you* may be required to pay *us* for any *costs* *we* reasonably incur in relation to the *savings gearing loan*. *We* may debit any *account* with any amount payable under this clause 47.

## Part XI – Anti-money Laundering

### 48 Anti-money Laundering, Counter-Terrorism Financing, Sanctions.

You acknowledge and agree that:

- (a) *we* and other members of the *Suncorp Metway Group*, are required to comply with anti-money laundering laws, counterterrorist financing laws, regulations and policies, including Group policies, reporting requirements under financial transactions legislation and requests of public and regulatory authorities in Australia and certain other countries (“Anti-Money Laundering Regulatory Requirements”), that:
- (i) may prohibit *us* from entering or concluding transactions involving certain *persons* or *entities*; or
  - (ii) may require *us* to report suspect transactions to a regulatory authority. Transactions impacted include those that may:
    - involve the provision of finance to any *person* or *entity* involved or suspected of involvement in terrorism or any terrorist act;
    - be relevant to investigation of an actual or attempted evasion of taxation law, investigation of or prosecution of a *person* for an offence against a law of the Commonwealth or a Territory or enforcement of the Proceeds of Crimes Act 1987 (Cth); or
    - involve *persons* or *entities* which may be the subject of sanctions;
- (b) *we*, and other members of the *Suncorp Metway Group* may intercept and investigate any payment messages and other information or communications sent to or by *you* or on your behalf via *our* systems and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information;
- (c) neither *we* nor any member of the *Suncorp Metway Group* will be liable for loss (whether direct or consequential and including loss of profit or interest or damage suffered by any party) arising out of any action taken or any delay or failure by *us*, or any member of the *Suncorp Metway Group*, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out under this clause; and
- (d) *we* are required to confirm your identity and hold certain information about *you* and other relevant parties (for example, beneficiaries, shareholders) under Anti-Money Laundering Regulatory Requirements before *you* open an *account*. So *we* can comply with these requirements, *you* must provide any information and/or documentation *we* request, otherwise, *we* may not be able to open an *account* for *you*.

In addition, from time to time *we* may request further information and/or documentation from *you* to assist *us* in meeting the Anti-Money Laundering Regulatory Requirements. *You* must provide such information and/or documentation when requested.

## Part XII – Internet Account Access

In consideration for giving *you* access over the internet to details concerning your *account*, *you* agree to the following terms and conditions.

### 49 How to register for *Internet Account Access*

- 49.1 *You* agree to these *Internet Account Access* terms and conditions when *you* first use *Internet Account Access*.
- 49.2 *You* may apply for access to *Internet Account Access* by phoning 1800 805 972 between 8am and 6pm (EST/EDST), on *business days*. Approval is at *our* discretion. If approved by *us*, *you* will have access via *Internet Account Access* to information about your accounts.
- 49.3 *You* may be automatically registered for *Internet Account Access*. If so, *we* will advise *you* by letter sent to the address held on *our* records.
- 49.4 When *we* register *you* for *Internet Account Access*:
- (a) *we* give *you* an *internet access user ID number*;
  - (b) *we* will issue a *password* to *you*; and
  - (c) *you* will be required to change the *password* the first time *you* access *Internet Account Access*.
- 49.5 Your *internet access user ID number* and your *password* are the access methods for *Internet Account Access*. *You* can use your *Internet Account Access* to:
- (a) view information on your *account*; and
  - (b) provide *us* or the *sponsor* with any written instructions *we* agree to in relation to your *facility*.
- 49.6 *We* may cancel your access to *Internet Account Access* at any time without notice.
- 49.7 It is your responsibility to obtain and maintain any *electronic equipment* (e.g. touch tone telephone or PC) which *you* may need to have for *you* to use *Internet Account Access*.

### 50 Availability

*We* will make reasonable efforts to:

- (a) ensure that *Internet Account Access* is available during the hours specified by *us* from time to time; and
- (b) ensure that information *we* make available to *you* through *Internet Account Access* is correct, however, information about your *account* is usually as at close of business on the previous *business day* and therefore may not be completely accurate.

*We* recommend *you* check with your account manager before initiating any transactions on your *facility*.

### 51 Password

- 51.1 Your *password* is very important as it is comparable to your signature. *You* must make every effort to ensure that your *password*, and any record of it, is not misused, lost or stolen.
- 51.2 *You* must:
- (a) not record your *password* on the computer or telephone that *you* use to access *Internet Account Access*;
  - (b) not record your *password* on any item that identifies your *internet access user ID number* or on any article normally carried with any such item and which is liable to loss or theft with that item;
  - (c) not permit any other *person* to use your *password*;
  - (d) not disclose your *password* or make it available to any other *person* (including a financial adviser, a family member, a friend or one of *our* staff); and
  - (e) use care to prevent anyone else seeing your *password* being entered into any *electronic equipment*.

## Part XII – Internet Account Access - continued

51.3 If *you* require a memory aid to recall your *password* you may make such a record provided the record is reasonably disguised. However, *we* do not consider that the following examples provide a reasonable disguise, and *you* agree:

- (a) not to record your disguised *password* on any item that identifies your *internet access user ID number*;
- (b) not to record your disguised *password* on the computer or telephone that *you* use to access phone or internet banking;
- (c) not to disguise your *password* by reversing the letter sequence;
- (d) not to describe your disguised record as a "*password* record" or similar;
- (e) not to disguise your *password* using alphabetical characters or numbers:  
A=1, B=2, C=3, etc;
- (f) not to select or disguise your *password* using any of the following combinations (or parts of them):
  - (i) dates of birth;
  - (ii) personal telephone numbers;
  - (iii) car registration numbers;
  - (iv) family members' names;
  - (v) social security numbers; or
  - (vi) licence numbers; and
- (g) not to store your *password* in any low security electronic device of any kind, such as (but not limited to):
  - (i) calculators;
  - (ii) personal computers; or
  - (iii) electronic organisers.

51.4 There may be other forms of disguise which may also be unsuitable because of the ease of another *person* discerning your *password*. *You* must exercise extreme care if *you* decide to record a memory aid for your *password*.

51.5 If *you* suspect that your *password* is known to someone else or your *password* has been used without authorisation:

- (a) *you* must tell *us* as soon as possible;
- (b) *you* may notify *us* by telephoning *us* at any time on the phone number on the "contact *us*" page of *our* website; and
- (c) *you* will need to give *us* all relevant information *you* may have, so that *we* can suspend your *Internet Account Access* to your accounts.

### 52 Unauthorised Transactions

Please tell *us* about any service fault or difficulty with *Internet Account Access* by calling 1800 805 972 between 8am and 6pm (EST/EDST) on *business days*.

### 53 Account Aggregation Services and Disclosure of your pin or *password*

53.1 If *you* want a third party to collect information about your accounts from *us* so that it can be aggregated with information about accounts *you* have, *you* may be asked to give details of your *internet access user ID number* or *password* to that third party.

53.2 Before disclosing information under clause 53.1 *you* must check that the third party is approved by *us*.

53.3 *We* will not treat the disclosure of your *internet access user ID number* or *password* to a third party *we* have approved as:

- (a) a breach by *you* of your obligations to ensure the security of your *internet access user ID number* or *password*;
- (b) a breach by *you* of your obligations to contact *us* if *you* lose or forget your *internet access user ID number* or *password*; or
- (c) a breach of these terms and conditions.

### 54 Your Adviser

If *you* are an account holder with a *nominated adviser* or authorised representative, *you* acknowledge that the *nominated adviser* or authorised representative will also have access to information concerning your *account* by using *Internet Account Access*. If *you* do not wish your *nominated adviser* to have this access, *you* must notify *us* by calling 1800 805 972 between 8am and 6pm (EST/EDST) on business days

## Part XIII - The Glossary

**acceptable securities list** means the list or lists *we* issue from time to time specifying the *securities we* may accept as *mortgaged property* for the *facility*, and indicating the *gearing ratio* for each of those *securities*.

**access method** means a method *we* authorise *you* to use to instruct *us* through *electronic equipment* to access information concerning an *account*. It comprises the use of one or more components including *internet access user ID number* and *password*, or other methods as notified to *you* from time to time. It does not include a method requiring your manual signature.

**account** means, for any *loan*, an *account we* establish or have established in your name for recording all transactions in connection with it.

**ACH** means Australian Clearing House Pty Ltd.

**advance** means an *advance* of money by *us* to *you* under the *savings gearing loan*.

**amount outstanding** means at any time, all money which one or more of *you* or a *security provider* owe to *us*, or will or may owe to *us* in the future, including under this agreement. Without limiting this definition, it includes money owing (or which will or may be owing) to *us* in *our* capacity as an assignee because *we* have taken an assignment of a document whether or not:

- (a) *you* and the *security provider* were aware of the assignment or consented to it; or
- (b) the assigned obligation was secured before the assignment; or
- (c) the assignment takes place before or after the *application form* is signed.

**application form** means the form that includes details of, and is signed by, the *borrower* or each *third party security provider*.

**ASIC** means the Australian Securities Investment Commission.

**ASTC** means ASX Settlement and Transfer Corporation Pty Ltd.

**ASX** means ASX Limited or Australian Securities Exchange Limited.

**authorised signatory** means any *person* nominated as such on the *application form* or other document accepted by *us* from time to time who is authorised to:

- (a) operate the *facility*; or
- (b) to take any step required to ensure *you* comply with clause 7.

**borrower** has the meaning in the definition of "*you*" (see below).

**borrowing limit** means, at any time, the sum of the *value* at that time of each item comprised in the *mortgaged property*, or such other amount *we* determine in *our* discretion.

**buffer** means, at any time, an amount equal to the sum of:

- the *market value* of each acceptable security comprising part of the *mortgaged property*; multiplied by
- such percentage (which may be zero) of that *value* as *we* determine from time to time.

**business day** means a weekday on which banks and the *ASX* are open for business in Sydney.

**Cash Management Trust Account** means a *cash management trust account* approved by *us*.

**CHES** has the meaning in the *Settlement Rules*. Generally it stands for the Clearing House Electronic Sub register System, which is a system of registration on computer of shareholdings in certain companies.

**CHES Holding** has the meaning in the *Settlement Rules*. Generally it means a *holding* of *securities* on the *CHES Subregister*

**CHES Subregister** has the meaning in the *Settlement Rules*. Generally it means that part of the register of an *entity* that is administered by the *ASTC*.

**confirmation** means a form of notification of trade in any security that is acceptable to *us*.

**controlling participant** has the meaning in the *Settlement Rules*. Generally it means the *person* that has the capacity in *CHES* to transfer or convert *securities*.

**costs** means any *costs*, charges and expenses, including *costs*, charges and expenses in connection with legal and other advisers and includes:

- (a) stamp duty and other government duties, taxes and charges;
- (b) any calls, instalments or other amounts payable in connection with the *mortgaged property* by *you* or any *security provider*; and
- (c) any fees and charges applicable to, or other amount payable under, the *facility*.

**deposited documents** means the *documents* at any time deposited by a *security provider* with *us* or which are held by *us* or come into *our* possession for any reason.

## Part XIII - The Glossary - continued

**documents** means the *application form* or application forms, this agreement, each *mortgage* referred to in the second paragraph of the definition of that term, any *sponsorship agreement* relating to any of the *mortgaged property*, and any document connected with them.

**electronic equipment** may include (but is not limited to) a terminal, computer, television and telephone.

**entity** means a body corporate, trust or other *entity securities* in which comprise *mortgaged property* or which has issued *securities* that comprise *mortgaged property*.

**event of default** has the meaning in clause 25.

**facility** means the margin lending *facility* to be provided in accordance with this agreement and the other *documents*.

**fund manager** means, in respect of a *nominated investment*, the responsible *entity* of the managed investment scheme to which that *nominated investment* relates.

**future security** means:

- all *securities* a *security provider* (or a trustee, *nominee* or agent of a *security provider*) acquires either directly or indirectly and which are wholly or partially funded directly or indirectly by money we lend you under the *facility*;
- all *securities* a *security provider* owns in or of any *entity* which is not listed for quotation on ASX; and
- all *deposited documents* and *securities* we specify in an *identification notice* that a *security provider* does not reject within the time specified in clause 10.2,

and all the *security provider's* rights and interests in connection with them.

**gearing ratio** means, with respect to a security, the percentage applicable to the security which we determine and can change without notice in our absolute discretion at any time. It is the proportion of the *market value* of a security we may lend to you under the *facility* at a particular time if that security comprises part of the *mortgaged property*.

**general settlement participant** has the meaning in the *Settlement Rules*. Generally it means a *person* that is admitted as and meets the criteria set out in the *Settlement Rules*.

**HIN** means Holder Identification Number. It has the meaning in the *Settlement Rules*.

**holder record** has the meaning in the *Settlement Rules*. Generally it means the details recorded by the *ASTC* in *CHESS* for the purpose of operating one or more *CHESS Holdings*.

**holder record lock** has the meaning in the *Settlement Rules*. Generally it means the *facility* in *CHESS* for preventing *securities* from being deducted pursuant to a *transfer* or conversion from a *holding* to which the relevant *holder record* applies.

**holding** has the meaning in the *Settlement Rules*. Generally it means a *holding* of *securities* by a *person*.

**identification notice** means a notice from us setting out details of property nominated by us as *future security*.

A *person* is **insolvent** or in **insolvency** if they are *insolvent* or an *insolvent* under administration or have a controller appointed (each as defined in the Corporations Act), in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from any creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

**internet account access** means any service we offer from time to time through a communication network (including telephone and the internet) to enable you to receive information from us electronically, in relation to a *facility* or other matters we specify.

**internet access user ID number** means the number used in conjunction with your *password* to access *internet account access*.

**investment date** means, in respect of a *nominated investment*, the date of each month specified by the *fund manager* in respect of that *nominated investment* as the date on which the *fund manager* will allow you to purchase that *nominated investment* pursuant to the *savings gearing loan*.

**lending criteria** means our credit criteria, your *loan* size, Anti-Money Laundering and Counter-Terrorism Financing requirements.

**loan** means any *loan* we make to *you* under this *facility* from time to time and includes all monies payable but not paid by *you* under this *facility* including but not limited to interest and *costs* not paid.

**market value** of a security means, at any time, the *market value* that *we* ascribe (in *our* absolute discretion) to that security.

**Master Nominee Deed** means the deed so entitled entered into between *us* and the *nominee* prior to the date of this agreement. (A copy may be inspected at *our* offices during business hours.)

**monthly margin loan advance** means, in respect of a *nominated investment* and:

- (a) in respect of the first *investment date*, the amount specified by *you* in the *savings gearing application* as your initial *loan advance* amount for that *nominated investment*;
- (b) in respect of a subsequent *investment date*, the amount specified by *you* in the *savings gearing application* as your monthly *loan advance* amount for that *nominated investment*.

**mortgage** means:

- (a) the *mortgage* created in Part II of this agreement; and
- (b) any *mortgage* created by a *security provider* containing terms similar to Part II of this agreement and which *we* nominate as a *mortgage* by notice to *you*.

**mortgaged property** means the *future security* and the *new rights*.

**new rights** means:

- (a) a *security provider's* rights in connection with any money, dividends, interest, allotments, offers, benefits, privileges, rights, bonuses, shares, stock units or units in the capital of a corporation, stock, debentures, distributions, or rights to take up *securities*; or
- (b) a *security provider's* rights consequent on any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision; or

- (c) a *security provider's* rights consequent on a compulsory acquisition, reduction of capital, liquidation or scheme of arrangement,

in connection with the *future security* or other *new rights* and property acquired with the proceeds of *future security* and *new rights*.

**nominated adviser** means any *person* nominated as such on the *application form* or other document accepted by *us* from time to time who is authorised to receive or access information in connection with your *facility*, or in relation to a managed investment scheme, provide *us* with instructions in relation to that managed investment scheme.

**nominated investment** means each of the *securities* specified by *you* in the *savings gearing application form* (which *we* approve in accordance with the terms of the *facility*) into which the total initial investment or the total initial investment is to be invested.

**nominee** means *Value Nominees Pty Limited* (ABN 90 001 827 998) or such other nominees as allowed by *us* at *our* absolute discretion (acting in its capacity as *nominee* under this agreement).

**participant sponsored holding** has the meaning in the *Settlement Rules*. Generally it means a *holding on CHESS* of a *person* that has a current *sponsorship agreement*.

**password** means the unique personal *password* used in conjunction with the *internet access user ID number* to access *internet account access*.

**person** includes an individual, a firm, a body corporate, an unincorporated association and an authority.

**receiver** means *receiver* or *receiver* and manager.

**relevant monthly contribution** means, for a *nominated investment*:

- (a) in respect of the first *investment date*, the amount specified by *you* in the *savings gearing application* as your initial contribution for that *nominated investment* or
- (b) in respect of a subsequent *investment date*, the amount specified by *you* in the *savings gearing application* as your monthly contribution for that *nominated investment*.

**savings gearing account** means any *account* *we* establish or have established in your name or the *nominee's* name (on your behalf) for the purposes of the *savings gearing loan* details of which *we* will notify to *you*.

## Part XIII - The Glossary - continued

**savings gearing application** means the document signed by *you* setting out your details and containing (amongst other things) an application by *you* for the provision of the *savings gearing loan*, which application *we* have accepted.

**savings gearing loan** means the *loan* provided to *you* by *us* under Part X of the *facility*, and is subject to all the terms of the *facility* including, without limitation, payment of interest and repayment of principal.

**savings gearing loan balance** means, at any time, the aggregate of all money which *you* owe *us* at that time in connection with the *savings gearing loan*.

**savings gearing loan limit** means the amount specified by *you* in the *savings gearing application* and accepted by *us* as your gearing *facility loan* limit, or such other amount as *we* agree with *you* from time to time, provided that such amount will not be less than any minimum limit *we* may specify in the *savings gearing application*.

**securities** means those:

- (a) shares, stock units or units in the capital of a corporation; and
- (b) debentures, debenture stock, bonds, notes, convertible notes, units, warrants or other *securities* created, issued or granted by any corporation, government, unincorporated body or other *person*; and
- (c) bills of exchange and other negotiable instruments; and
- (d) units in any property trust, equity trust, cash management trust or other trust; and
- (e) options to purchase, sell, subscribe for or acquire any of the foregoing; and
- (f) other *securities* within the meaning of section 92(1) of the Corporations Act; and
- (g) futures contracts within the meaning of section 72 of the Corporations Act;

together with any combination of the above *securities* including but not limited to any *securities* that have been stapled together, which are included in the *acceptable securities list* applicable to the *facility* or which are considered by *us* at any time to form part of the *mortgaged property*.

**security interest** means any security for the payment of money or performance of obligations including a *mortgage*, charge, lien, pledge, trust or power.

**security provider** means those of *you* and each *third party security provider* that provide a *security interest* to *us* in connection with the *facility*

**Settlement Rules** means the *Settlement Rules* of *ASTC*.

**small business** means a business having:

- (a) less than 100 full-time (or equivalent) people if the business is or includes the manufacture of goods; or
- (b) in any other case, less than 20 full-time (or equivalent) people,

unless the *facility* is provided for use in connection with a business that does not meet the elements in (a) or (b) above.

**sponsor** means *Value Nominees Pty Limited* ABN 90 001 827 998 in its capacity as *sponsoring participant* under the *sponsorship agreement*.

**sponsoring participant** has the meaning in the *Settlement Rules*. Generally it means a *person* that establishes and maintains a *CHESS Holding*. For the avoidance of doubt the *sponsoring participant* is also the *controlling participant*.

**sponsorship agreement** means the agreement between the *security provider* or the *nominee*, the *sponsor* and *us* in the form required by the *Settlement Rules*, set out in Part VIII.

**sponsorship bond** has the meaning in the *Settlement Rules*.

**subposition** has the meaning in the *Settlement Rules*. Generally it means the *facility* in *CHESS* for certain activities in relation to *securities* under *CHESS* to be restricted.

**Suncorp Metway Group** means Suncorp-Metway Limited (ABN 066 010 831 722) and any company that is a related body corporate to Suncorp-Metway Limited in terms of section 9 of the Corporations Act.

**Suncorp Metway Margin Lending** means Suncorp-Metway Ltd and the provision of margin lending facilities under the *facility*.

**third party security provider** means the *person* or *persons* who are named as *third party security providers* in an *application form*. If there is more than one, *third party security provider* means each of them separately, and every two or more of them jointly. *Third party security provider* includes successors and any *person* who joins this agreement in the future as a *third party security provider*.

**total monthly investment** means, in respect of a *nominated investment* and an *investment date*, an amount equal to the aggregate of:

- (a) the *relevant monthly contribution* for that *nominated investment* and that *investment date* debited by *us* under clause 43(a) (if any);
- (b) the amount of the *advance* (if any) made by *us* under clause 45.3 in respect of that *nominated investment* and that *investment date*; and
- (c) the *monthly margin loan advance* (if any) made by *us* under clause 42.2 in respect of that *nominated investment* and that *investment date*.

**trading day** means a weekday on which the *ASX* is open for trading in Sydney.

**transfer** has the meaning in the *Settlement Rules*. Generally it means a *transfer* of *securities* from or to a *holding* on *CHES*.

**value** means, with respect to a security at any time, the *value* of the security which *we* determine in the manner *we* consider to be most appropriate, having regard to its *market value* and its *gearing ratio*, which *we* can change without notice in *our* absolute discretion at any time.

**us, we** or **our** means Suncorp-Metway Limited (ABN 066 010 831 722), *our* successors and assigns.

**withdrawal instructions** has the meaning in the *Settlement Rules*.

**you** or **borrower** means the *person* or *persons* who are named as *borrower* in the *application form*. If there are more than one, *you* means each of them separately and every two or more jointly and includes your successors.

The singular includes the plural and vice versa.

A reference to:

- (a) a document includes any variation or replacement of it;
- (b) law means common law, principles of equity and laws made by parliament (and includes regulations and other instruments under laws made by parliament and consolidations, amendments, re-enactments or replacements of any of them);
- (c) any thing includes the whole and each part of it;
- (d) the words "including", "for example" or "such as", when introducing an example, do not limit the meaning of the words to which the example related or examples of a similar kind.

## Background on CHES

### Overview

*CHES* stands for Clearing House Electronic Sub register System. It is a settlement system for transferring *securities* designed to eliminate paperwork by operating a paperless system which records shareholdings electronically, rather than using share certificates.

*CHES* is operated by the *ASX* Settlement and Transfer Corporation Pty Ltd (*ASTC*) which is a wholly owned subsidiary of Australian *Securities* Exchange Limited (*ASX*).

### Sponsorship on CHES

*CHES* participants are either *general settlement participants* or account participants. *CHES* maintains a part of each issuer's register of holders as the *CHES subregister*. A shareholder on the *CHES subregister* is either a *CHES* participant or sponsored by one. As *you* are neither a *general settlement participant* nor *account participant*, *you* will need to be sponsored in order to maintain a shareholding on *CHES*. *You* will be sponsored by entering into a *sponsorship agreement* with a *general settlement participant*, the effect of which is to appoint that *entity* as the *sponsoring participant* for the holdings covered by the sponsorship. Each shareholding on the *CHES subregister* must have a designated *controlling participant* who alone can initiate transactions on *CHES* in relation to that shareholding.

The terms of Part VIII – Appointment of *Controlling Participant* – in the Terms and Conditions are your *sponsorship agreement* with *VALUE NOMINEES PTY LIMITED* as your *controlling participant*. The *securities* which are to be put on the *CHES subregister* will be converted to a *CHES Holding* in your name. *VALUE NOMINEES PTY LIMITED* will control this *CHES Holding* on your behalf, acting on your instructions or on confirmations received from your market participant, subject always to its right to refuse to do so as set out in Part VIII of the Terms and Conditions.

Under the *Settlement Rules* published by the *ASTC*, which govern the use of *CHES*, certain acknowledgments have to be made. These are set out in clause 32 in Part VIII of the Terms and Conditions.

## Background on CHESS - continued

### Securities Transfers

Transactions against holdings on the *CHESS subregister* are effected via electronic computer messages. The *sponsorship agreement* authorises *VALUE NOMINEES PTY LIMITED* to carry out instructions provided by *you* in relation to your holdings by sending the appropriate electronic messages to *CHESS* and processing messages received from *CHESS*.

*VALUE NOMINEES PTY LIMITED* will only undertake *securities* transfers and operate your *CHESS Holding* according to the terms in Part VIII of the Terms and Conditions. As a *general settlement participant*, *VALUE NOMINEES PTY LIMITED* will also have to abide by the *Settlement Rules*.

*VALUE NOMINEES PTY LIMITED* will send *you* monthly statements (unless *you* have requested that *we* send your statements less frequently) that, amongst other things, outline *securities* that are sponsored under Part VIII. When a transaction occurs in your *CHESS Holding*, *CHESS* will send *you* a statement detailing the changes to your shareholding in the first week of the following month.

### General

Part VIII of the Terms and Conditions contains provisions designed to better protect Suncorp-Metway Limited as mortgagee of the shares subject to a *CHESS Holding*.

The *CHESS Holding* that *you* establish with *VALUE NOMINEES PTY LIMITED* can be in addition to any *holding* *you* may have with any other sponsors. However, these other sponsors will not be able to access the shares comprising your Margin Lending *Loan* Portfolio with Suncorp Metway Limited.

If *you* have any queries relating to the terms of Part VIII of the Terms and Conditions, or do not fully understand any of its terms, please contact Suncorp Margin Lending on 1800 805 972 prior to signing the application forms.

## Statement of Account

Statements are provided monthly (unless *you* have requested that *we* send your statements less frequently) to *you* and can also be obtained on request from your *Account Manager* *you* may also nominate your adviser to receive copies of your statement or view your statements online.

## Direct Debit Request Service Agreement

### Debit User's name and address:

**Suncorp Margin Lending, Reply Paid 1877, Royal Exchange, NSW, 1225**

("we" or "us")

**User ID: 146 549**

**You have entered or are about to enter into an arrangement under which you make payments to us. You want to make those payments by use of the Direct Debit System.**

**This agreement sets out the terms on which we accept and act under a Direct Debit Request ("your Direct Debit Request") you give us to debit amounts from your account under the Direct Debit System. It is additional to the arrangement under which you make payments to us.**

**Please ensure you keep a copy of this agreement as it sets out certain rights you have against us and certain obligations you have to us due to giving us your Direct Debit Request.**

### When we are bound by this agreement.

1. *We* agree to be bound by this agreement when *we* receive your Direct Debit Request complete with the particulars *we* need to draw an amount under it.

### What we agree and what we can do.

2. *We* only draw money out of your *account* in accordance with the terms of your Direct Debit Request.
3. *We* give *you* a statement of the amounts *we* draw under your Direct Debit Request every month, unless *you* have requested that *we* send *you* a statement less frequently.
4. On giving *you* at least 14 days notice, *we* may:
  - change *our* procedures in this agreement;
  - change the terms of your Direct Debit Request; or
  - cancel your Direct Debit Request.
5. *You* may ask *us* to:
  - alter the terms of your Direct Debit Request;
  - defer a payment to be made under your Direct Debit Request;
  - stop a drawing under your Direct Debit Request; or
  - cancel your Direct Debit Request by:

Either sending correspondence to Suncorp Margin Lending, Reply Paid 1877, Royal Exchange, NSW, 1225 or fax *us* on 1300 305 499 stating:

- your Client Reference Number
- details of the action *you* wish to take
- details of any bank *account* changes
- if deferring a payment, the exact duration; and
- the signatures of all parties on the *facility*.

Please note that should *you* cancel your Direct Debit Request, interest will be capitalised to your *facility*.

6. *You* may dispute any amount *we* draw under your Direct Debit Request by:

Either sending correspondence to Suncorp Margin Lending, Reply Paid 1877, Royal Exchange, NSW, 1225, faxing *us* on 1300 305 499 or by contacting your *Account* Manager on 1800 805 972. Please advise the following information:

- Client Reference Number
- Date and amount of disputed direct debit
- Bank *account* details
- What is being disputed

Also, you may dispute a drawing with *your* financial institution

7. *We* deal with any dispute under clause 6 of this agreement as follows:

*We* will attempt to resolve the dispute within 24 hours of it being made. If *we* cannot resolve the dispute within 24 hours, *we* will contact *you* directly or send *you* a letter telling *you* what *we* have done and what other action *we* intend to take.

8. If the day on which *you* must make any payment to *us* is not a *business day*, *we* draw on your *account* under your Direct Debit Request on the following *business day*.

9. If your financial institution rejects any of *our* attempts to draw an amount in accordance with your Direct Debit Request, *we* will add the amount that should have been paid onto your *facility*. It will be charged interest along with all other debit balances on your *facility account*. If debiting the unpaid amount results in the current *gearing ratio* exceeding the maximum *gearing ratio* on your *facility account*, *we* may take further action against *you* (for example, making a margin call on your *facility*).

10. *We* will not disclose to any *person* any information *you* give *us* on your Direct Debit Request, which is not generally available, unless:

- *you* dispute any amount *we* draw under your Direct Debit Request and *we* need to disclose any information relating to your Direct Debit Request and to any amount *we* draw under it to the financial institution at which your *account* is held or the financial institution which sponsors *our* use of the Direct Debit System or both of them;
- *you* authorise that disclosure under this agreement;
- *you* otherwise consent to that disclosure; or
- *we* are required to disclose that information by law.

### **What *you* should consider**

11. Not all accounts held with a financial institution are available to be drawn on under the Direct Debit System.

12. Before *you* complete your Direct Debit Request, it is best to check *account* details against a recent statement from your financial institution to ensure the details on your Direct Debit Request are completed correctly.

13. Please enquire of your financial institution, if *you* are uncertain when your financial institution processes an amount *we* draw under your Direct Debit Request on a day which is not a *business day*.

14. It is your responsibility to ensure there are sufficient clear funds available in your *account*, by the due date on which *we* draw any amount under your Direct Debit Request, to enable *us* to obtain payment in accordance with your Direct Debit Request.

15. *We* request *you* to direct:

- all requests to stop or cancel your Direct Debit Request to *us*; and
- all enquiries relating to any dispute under Clause 6 of this agreement to *us* or *your* financial institution.

# Risk Disclosure Statement

This statement must be read by each *person* considering either borrowing from Suncorp-Metway Limited under a margin lending *facility* or providing security for such a borrowing by somebody else.

In this statement, "*you*" means the *borrower* or *third party security provider* (as the case may be).

## 1 Risks of investment

Using a margin lending product to acquire an investment multiplies the effect of both rising and falling values. Therefore, in a falling market, losses on a portfolio acquired through one of *our* facilities are greater. Some markets can be very volatile.

Whatever happens to the *market value* of your *securities* you are still legally obliged to pay back the full amount you have borrowed from *us* and to pay all interest charges on the *loan*.

## 2 Margin calls

If the *value* of the overall security held by *us* drops below a certain proportion of the *loan* you will receive a margin call. You cannot just "wait out" any downturns in the market.

You will have a limited time to deal with any margin call, by either repaying to *us* enough of your *facility* or giving *us* more *securities* on the relevant applicable *acceptable securities list*. If you fail to act within the time periods specified in the terms and conditions, then some of your *securities* may be sold so as to ensure the *amount outstanding* no longer exceeds your *borrowing limit*.

We may at any time remove an investment from the *acceptable securities list*. This may reduce the *borrowing limit*. If we do so you may be required to provide other security or repay some of your *loan* to ensure the amount owing does not exceed the *borrowing limit*.

## 3 Investment Portfolio

Suncorp-Metway Limited has not advised and will make no promise to *you* as to the appropriateness or suitability of any investments you purchase. The identification of investments by *us* on *our acceptable securities list* is not a recommendation to purchase them or a representation to *you* of *our* views as to the financial stability or projected income level of that investment.

Suncorp-Metway Limited does not guarantee the performance of any investment.

## 4 Cash flow and timing risks

You should be aware that the timing of interest payments and margin obligations will almost certainly not be the

same as the timing of receipt of any income or tax benefits you might receive from your investments. Consequently, you should have the capacity to meet interest and margin payments in full before taking into *account* any potential income.

If you do not choose to prepay interest, the interest rate may also change over time. Based on current interest rates and estimated dividend yields, a geared investment could well result in a net cash outflow during the investment period prior to the date the investments are finally sold.

## 5 Early payout

If a *facility* is paid out prior to normal maturity, there may be additional *costs* payable to *us* for the early termination of the funding arrangements. These *costs* may reduce any profit you make upon sale of any *securities*.

## 6 Third party security provider obligations

Where you are a *third party security provider*, and there is an *event of default*, there is the risk of losing any property that has been given as security for the *facility*.

## 7 Investment and Financial Advice

Suncorp-Metway Limited does not advise as to the legal, financial and taxation implications of entering into a margin lending *facility*. These depend on your own individual circumstances.

The investment decisions are up to *you*, and the risks of those decisions will be borne by *you*. Only investors who fully understand the risks of negative gearing into investments should apply for a *facility*. We strongly recommend that you seek independent legal, financial and taxation advice with respect to:

- the complete terms of the product and its suitability for *you*;
- the desirability and suitability of investing in your chosen investments; and
- your obligations under the legal documentation.

THIS STATEMENT IS NOT AN EXHAUSTIVE LIST OF ALL THE OBLIGATIONS AND RISKS ASSOCIATED WITH USING A MARGIN LENDING PRODUCT TO INVEST.

## Your authority to us

- 1.6 By signing the *application form* you authorise *us* to collect, maintain, use and disclose your personal information in the manner set out in this Privacy Statements.
- 1.7 By completing the *application form*, you undertake to provide a copy of this privacy statement to each principal, company officer or partner that you purport to represent.

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# Margin Lending Application

Suncorp Metway Limited ABN 66 010 831 722. AFSL 229882.

If you have any questions please contact your Account Manager on 1800 805 972.

## Application Checklist Tick (✓) when complete

1. Read the Suncorp Margin Lending Terms and Conditions (version dated November 2008) in the brochure and satisfy yourself that you fully understand the implications of a Margin Lending Facility **before** you complete the relevant sections of this application.
2. Complete your **Borrower Details** in **Section 1**.   
 Company Borrowers must complete Company Borrower details and Company Director details  
**Individual Trustee Borrowers** must complete the Individual Borrower Details section as well as the Trust Borrower Details section.  
**Company Trustee Borrowers** must complete the Company Borrower Details section as well as the Trust Borrower Details section.
3. Complete your **Nominated Adviser Details** in **Section 3** if applicable.
4. Read and satisfy yourself that you fully understand the **Power of Attorney** in **Section 4**.
5. **All borrowers MUST complete and date Section 5**.
6. **Sections 6,7,8, 9 and 10** are optional. Any AUTHORISED SIGNATORY must complete Section 6 and provide Proof of Identification.
7. Complete the separate Direct Debit Request on page 8 if you wish to have the convenience of making payments by direct debit.
8. Complete the separate Savings Gearing Application if you wish to invest with savings gearing on your margin lending loan.

### 9. Proof of identity requirements

#### INDIVIDUALS

Proof of identity is required from the following individuals

- individual borrower
- individual trustee borrower
- any advisor who is an authorised signatory
- each individual who is nominated as an authorised signatory.

Each individual must attach a certified<sup>+</sup> copy of one form of personal identification as indicated below if applying direct. If applying via an Agent/Broker, the Agent/Broker must provide a photocopy of the identification sighted to verify the applicant/s identity (from the list below).

<b>The identification provided must contain the individual's FULL NAME, and either RESIDENTIAL ADDRESS (not a PO Box) or DATE OF BIRTH.</b>	Australian/State Territory driver's licence containing a photograph of the person	<input type="checkbox"/>
	A current Australian Passport (or one that has expired within the previous 2 years)	<input type="checkbox"/>
	Card issued under State/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 signature of the person*	<input type="checkbox"/>

\*Documents must be written substantially in English.

If you are unable to provide one of the forms of identification detailed above, please contact our Account Management Team on 1800 805 972 for further options.

#### COMPANIES

- Suncorp will conduct an original ASIC company search once your application has been received.

#### TRUSTS

- A full copy of the dated trust deed certified by a Justice of the Peace, Solicitor, Legal Adviser, Accountant, or Financial Adviser to be a true, complete and current copy of the trust deed.

NOTE: Company Trustees must meet both Company & Trust ID requirements;  
Individual Trustees must meet both Individual & Trust ID documents.

10. If you are required to lodge security on your Suncorp Margin Loan facility, please complete the relevant transfer forms or the refinance authority form.

Please note the following:

**Companies** must attach a \$150 cheque for the company application fee made payable to Suncorp Margin Lending.

**Individual Trustee Applicants** must attach a \$150 cheque for the trust vetting fee made payable to Suncorp Margin Lending.

**Company Trustee Applicants** must attach a \$300 cheque (\$150 for the company application fee and \$150 for the trust vetting fee) made payable to Suncorp Margin Lending.

The above application fees are not refundable if your application is rejected or not pursued.

Tasmanian residents must have this application registered with the Land Titles Office, located at Level 1, 134 Macquarie Street, Hobart TAS 7000.

The Third Party Security Provider Application form (Appendix C) should be completed when security for a Suncorp Margin Lending facility is being provided by a person who is not the borrower (ie a "Third Party Security Provider").

Before you can draw down on your Suncorp Margin Lending facility you will need to lodge security. The relevant forms are provided at [www.suncorpmarginlending.com.au](http://www.suncorpmarginlending.com.au).

**Please send the completed form and certified copies of the relevant identification documents to:  
Suncorp Margin Lending, Reply Paid 1877, Royal Exchange NSW 2000 OR Fax 1300 305 499. Intl 61 2 9995 8227**

**+ The list of certifiers that Suncorp deem acceptable is:**

- 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 of a court;
- a magistrate;
- a chief executive officer of a Commonwealth court;
- a registrar or deputy registrar of a court;
- a Justice of the Peace;
- a notary public (for the purposes of the Statutory Declaration Regulations 1993);
- a police officer;
- an agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public;
- 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;
- an Australian consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955);
- 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);

**Section 1 Borrower Details – if more than 2, please attach a separate page**

\*Indicates Mandatory Information

**First Individual Borrower/Company Director/Individual Trustee Borrower**

Title	Surname*	Given Name/s in full*	
Date of Birth*	/	/	Driver's Licence Number
Residential Address* (PO BOX NOT ACCEPTABLE)			Occupation
		Postcode	Country*
Mailing Address - Write "as above" if the same as your residential address			
		Postcode	Country*
Home Phone Number	Work Phone Number	Fax Number	
Mobile Phone Number	Email Address		
Privacy preference - Would you like the benefit of receiving information about products and services (which may be supplied by us, other members of the Suncorp Metway Group or preferred providers) which we consider may be of value and interest to you? If you do not tick a box, we will use your information as set out above.			<input type="checkbox"/> Yes <input type="checkbox"/> No

**Second Individual Borrower/Company Director/Individual Trustee Borrower**

Title	Surname*	Given Name/s in full*	
Date of Birth*	/	/	Driver's Licence Number
Residential Address* (PO BOX NOT ACCEPTABLE)			Occupation
		Postcode	Country*
Mailing Address - Write "as above" if the same as your residential address			
		Postcode	Country*
Home Phone Number	Work Phone Number	Fax Number	
Mobile Phone Number	Email Address		
Privacy preference - Would you like the benefit of receiving information about products and services (which may be supplied by us, other members of the Suncorp Metway Group or preferred providers) which we consider may be of value and interest to you? If you do not tick a box, we will use your information as set out above.			<input type="checkbox"/> Yes <input type="checkbox"/> No

**Company Borrower/Company Trustee**

Name of Company (as registered with ASIC)	ACN	ABN (if applicable)	
Registered Office Address* (PO BOX NOT ACCEPTABLE)	Postcode	Country*	
Principal Place of Business* (PO BOX NOT ACCEPTABLE)	Postcode	Country*	
Mailing Address			
		Postcode	Country*
Name of Contact Person	Office Held (e.g. Director, Secretary)		
Work Phone Number	Fax Number		
Email Address			
Company Registration Type (please tick (✓) one)			
<input type="checkbox"/> Public			
<input type="checkbox"/> Private Provide the full name of each Director (Mandatory for PRIVATE companies)			
1.	5.		
2.	6.		
3.	7.		
4.	8.		

**Section 1 Borrower Details – if more than 2, please attach a separate page**

For **PRIVATE** companies, provide the **FULL NAME** and **RESIDENTIAL ADDRESS** of any individual shareholder who owns more than 25% of the issued capital of the company (a Beneficial owner).

**Shareholder/Beneficial Owner 1**

Title	Surname*	Given Name/s in full*
Residential Address* (PO BOX NOT ACCEPTABLE)	Postcode	Country*

**Shareholder/Beneficial Owner 2**

Title	Surname*	Given Name/s in full*
Residential Address* (PO BOX NOT ACCEPTABLE)	Postcode	Country*

**Shareholder/Beneficial Owner 3**

Title	Surname*	Given Name/s in full*
Residential Address* (PO BOX NOT ACCEPTABLE)	Postcode	Country*

**Important Note:** Company borrowers must attach a \$150 cheque for the company application fee made payable to Suncorp Margin Lending.

**Trust Borrower**

- Individual Trustees must also complete their individual Borrower/s details on page 3.  
Company trustees must also complete their company Borrower details above.

Name of Trust \_\_\_\_\_ Date of Trust Deed     /     /

Type of Trust\* (select one)     Private     Regulated  
*A regulated trust is one that is regulated by government legislation, or by a Commonwealth Government regulator, or is a managed investment scheme (regulated by ASIC or strictly wholesale). If you are unsure whether the trust is regulated or private, please select "Private"*

Country where Trust was Established\* \_\_\_\_\_

Provide the FULL NAME and ACN for Company trustee\* \_\_\_\_\_

Name of Company (as registered with ASIC)	ACN* ABN (if applicable)
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Provide **FULL NAME** and **RESIDENTIAL ADDRESS** for ALL individual trustees. If more than 3 trustees please attach a separate page

<b>Trustee 1</b>	Title	Surname*	Given Name/s in full*
Residential Address* (PO BOX NOT ACCEPTABLE)	Postcode	Country*	

<b>Trustee 2</b>	Title	Surname*	Given Name/s in full*
Residential Address* (PO BOX NOT ACCEPTABLE)	Postcode	Country*	

<b>Trustee 3</b>	Title	Surname*	Given Name/s in full*
Residential Address* (PO BOX NOT ACCEPTABLE)	Postcode	Country*	

Provide **FULL NAME** of all named individual beneficiaries, REGISTERED NAME for Company beneficiaries OR each class of beneficiaries detailed in the Trust Deed.

Full Name/Class 1	Full Name/Class 5
Full Name/Class 2	Full Name/Class 6
Full Name/Class 3	Full Name/Class 7
Full Name/Class 4	Full Name/Class 8

**Important Notes**

- Individual Trustee Applicants must attach a \$150 cheque for the trust vetting fee made payable to Suncorp Margin Lending.
- Company Trustee Applicants must attach a \$300 cheque (\$150 for the company application fee and \$150 for the trust vetting fee) made payable to Suncorp Margin Lending.
- All Trustees must also attach a full copy of the dated trust deed certified by a Justice of the Peace, Solicitor, Legal Adviser, Accountant, or Financial Adviser to be a true, complete and current copy of the trust deed.

**Section 2 HIN Details**

**HIN Number** – If not known we will create one on your behalf.

- Holder Identification Number (HIN), Borrower 1 \_\_\_\_\_
- Holder Identification Number (HIN), Borrower 2 \_\_\_\_\_

**Section 3 Nominated Adviser**

Name of Adviser	Adviser Company	AFS License No. 314872
Dealer Group <b>Wealth Focus Pty Ltd</b>	ABN <b>87123556730</b>	
Mailing Address <b>PO Box 760, Manly, NSW</b>	Postcode <b>1655</b>	Country
Phone Number <b>1300 559 869</b>	Fax Number	
Email Address	Mobile Phone Number	
Would you like a copy of your margin lending statement sent to your adviser?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
Would you like your adviser to be your authorised signatory?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes > Your adviser must sign below & complete Section 6 – Authorised Signatory

By saying 'yes', you give your adviser the authority to act on your margin lending facility in all matters as if they were you. You must notify us immediately if you wish to revoke this authority.

If you, the Adviser, have already provided Suncorp Margin Lending your Proof of Identity, please tick this box.

**NOTE: By ticking this box, you are not required to complete your details in Section 6.**

Adviser's Signature

Adviser Stamp

Borrower's Signature

**Section 4 Power of Attorney**

This section of the application comprises a deed, made on the day indicated in Section 5 by each signatory.

**1 Appointment**

- 1.1 You (being each Borrower) appoint Suncorp Metway Limited, Value Nominees Pty Limited and each of their directors, secretaries and employees separately as your attorneys.
- 1.2 You agree to formally approve anything an attorney does under this power of attorney. You declare that this power of attorney is given for valuable consideration and agree that you may not revoke the appointment.

**2 Power**

- 2.1 An attorney may, in your name:
  - (a) do everything Suncorp Metway Limited or Value Nominees Pty Limited needs to execute and deliver for you the documents listed in Schedule 1; and
  - (b) do everything Suncorp Metway Limited or Value Nominees Pty Limited needs to execute and deliver for you any documents in connection with the documents referred to in Schedule 1; and
  - (c) do anything which you can do as owner of the "mortgaged property" (as defined in the Terms and Conditions), or anything which you can do in the transactions contemplated by the documents listed in Schedule 1: and
  - (d) stamp and register any of the documents listed in Schedule 1.

**3 Declaration**

- 3.1 You declare that:
  - (a) anything Suncorp Metway Limited or Value Nominees Pty Limited does in exercising powers given to them under this power of attorney will be binding on you and anyone else as if you had done the acts yourself; and:
  - (b) any person who deals with you attorneys in good faith, may accept as true a statement the attorney signs which says:
    - (i) an act of the attorney is a proper exercise of the powers under this power of attorney; and/or
    - (ii) this power of attorney has not been revoked.

**4 Indemnity**

- 4.1 You agree to indemnify the attorneys against, and you must therefore pay the attorneys on demand for, loss or costs they suffer or incur in exercising powers under this power of attorney.
- 4.2 You authorise the attorneys to exercise the powers under this power of attorney even if this involves a conflict of duty or the attorneys (or a person they know) have a personal interest in doing so.

**Schedule 1**

Documents covered by this power of attorney:

1. Terms and Conditions between Suncorp Margin Limited, any of its subsidiaries, you and anyone else who signs this application form or who is joined in the agreement, in whatever capacity.
2. Any instrument and any form dealing in any way or relating to the mortgaged property including transfers, exercises of options, redemption requests and any controlling participant arrangement in relation to uncertificated securities.
3. Any application for the issue of certificates under section 1070D of the Corporations Act.
4. Any appointment of a person to hold all or part of the mortgaged property for you as your nominee.

**Section 5 Declaration and Signing**

Please consider the following carefully before you send us your application.  
By signing this application:

- you acknowledge having read the Suncorp Margin Lending Terms and Conditions (version dated November 2008) the Risk Disclosure Statement, the Direct Debit Request Service Agreement, the Power of Attorney conditions and Background on CHES.
- you acknowledge understanding the risks of Margin Lending and your obligations if we accept your application.
- you give our officers and us the power to enter into agreements which bind you and do other things on your behalf without referring to you; including to complete your HIN details in your sponsorship agreement.
- you acknowledge that you have read and understood the information under the heading Privacy Statement for personal information about individuals in the Terms and Conditions, and consent to the collection, use and disclosure of personal information in accordance with the Privacy Statement; Where you have provided information about another individual (such as an advisor or guarantor), you declare that the individual has been made aware of that fact and the contents of the Privacy Statement.
- you acknowledge that the information provided to Suncorp in connection with this application is true and correct.
- you declare that the credit to be provided to you by Suncorp Metway Limited under the Terms and Conditions is to be applied wholly or predominantly for business or investment purposes (or for both purposes).
- you acknowledge receiving a copy of the sponsorship agreement (contained in Part VIII of the Terms and Conditions) for your records.

**Important**

You should not sign this declaration unless this facility is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code. Only sign this application if the declaration above is satisfactory to you. If it is not you must seek independent legal advice.

**Signed, Sealed and Delivered as a Deed on**  /  /  **< The date must be completed**

**Individual Borrower/s or Individual Trustee/s**

This section MUST be completed

**First Borrower or Trustee**

Full Name

Signature

**Second Borrower or Trustee**

Full Name

Signature

**Witness - Co-borrowers cannot witness each other's signatures**

Full Name

Signature

**Witness - Co-borrowers cannot witness each other's signatures**

Full Name

Signature

**Company Borrower or Company Trustee**

In all cases, either two directors, one director and one secretary or the sole director/secretary must sign

Company Director

Full Name

Office Held

Signature

Company Director/Secretary (if applicable)

Full Name

Office Held

Signature

Common Seal (if applicable)

**How did you hear about us?**

How did you hear about Suncorp Margin Lending? You may indicate more than once source.

Stockbroker     Accountant     Financial Advisor     Suncorp Retail Bank     Internet     Existing Client

Advertisement    Please specify: \_\_\_\_\_

Other    Please specify: \_\_\_\_\_

**The following sections are optional**

**Section 6 Authorised Signatory**

Complete this section to give a person the authority to act on your margin lending facility in all matters as if they were you. You must notify us immediately if you wish to revoke this authority.

Title	Surname*	Given Name/s in full*
Date of Birth*	/ /	Relationship to Borrower/s
Residential Address* (PO BOX NOT ACCEPTABLE)		
	Postcode	Country*
Home Phone Number	Work Phone Number	Fax Number
Mobile Phone Number	Email Address	
Privacy preference - Would you like the benefit of receiving information about products and services (which may be supplied by us, other members of the Suncorp Metway Group or preferred providers) which we consider may be of value and interest to you? If you do not tick a box, we will use your information as set out above.		
		<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature of Authorised Signatory		Borrower's Signature

For more than one authorised signatory, please attach an additional sheet to your application.

Please provide us with a certified copy of the Authorised Signatory's identification as per Proof of Identification Requirements

**Section 7 Nominated Bank Account**

If you complete this section we will credit amounts from your facility to the following account on receipt of instructions by you. The bank account must be domiciled in Australia, and must be in the name of the Borrower

Name of Financial Institution	Branch Name
BSB Number : : :	Account Number
Account Name	

**Section 8 Cash Management Trust Account**

A Cash Management Trust Account (CMA) will:

- allow you to make deposits via Internet Banking or BPAY to your margin loan facility
- give you the ability to earn interest when you have a credit balance in your variable margin loan facility (if you so choose)
- allow you to have dividends paid into your Margin Loan facility.

The funds in the CMA will form part of the security on your facility. The CMA will be opened in the nominee's name.

Do you authorise the opening of a Cash Management Trust Account?

No  Yes

Note: You MUST choose "YES" if you would like your dividends paid into your Margin Loan Facility.

Would you like the balance in your variable margin loan to be automatically transferred to your Cash Management Account (CMA)?

No  Yes

Note: If you tick "YES" and you have credit balances in your Cash Management Trust Account (CMA) and a variable margin loan the funds will be automatically transferred to your variable margin loan.

**Section 9 Tax File Number or Australian Business Number**

Please specify your Tax File Number (TFN) or Australian Business Number (ABN)

You do not have to provide us with your Tax File Number (TFN) or Australian Business Number (ABN). However if you choose not to, tax may be charged on your Cash Management Trust Account at the highest marginal rate plus the Medicare levy.

Borrower	TFN/ABN or exemption category	*Are you an Australian resident for tax purposes?
First Borrower		<input type="checkbox"/> No <input type="checkbox"/> Yes
Second Borrower		<input type="checkbox"/> No <input type="checkbox"/> Yes
Company or Trust		<input type="checkbox"/> No <input type="checkbox"/> Yes

\*If you are a non-resident for Australian taxation purposes then interest, dividends and royalties paid to you from an Australian source may be subject to withholding tax.

## Section 10 Interest Rates Payment Method

How do you wish to pay your interest?

**Variable** Direct Debit  please complete page 9  Capitalise to your loan

Please note: If you do not select a payment option, your variable rate interest will automatically be capitalised to your loan. Your loan can be fixed at any time.

**Fixed** I/We wish to fix my/our loan/s on the terms set out below:

	Please complete	Notes
Fixed Loan amount		Minimum \$20,000.
Fixed Loan Loan Start Date	/ /	Must be a business day.
Maturity date	____ / ____ / ____	Maturity date must be a business day.
OR	OR	
loan term	____ years or ____ months	Loan term (3, 6, 9 months or 1, 2, 3, 4 or 5 years)
Interest rate p.a.		Refer to our interest rate flyer for the indicative interest rate or visit <a href="http://www.suncorpmarginlending.com.au">www.suncorpmarginlending.com.au</a>
Interest amount due (paid yearly in advance)		If you require assistance to determine the interest amount due on your loan please contact the Account Management Team on 1800 805 972.
Paid in advance for	<input type="checkbox"/> Term of the loan <input type="checkbox"/> Yearly <input type="checkbox"/> Monthly	Payment for the term of the loan is only applicable for loans up to one year. If no selection is made we will charge the interest yearly in advance.

Please indicate your preferred method of interest payment:

If no preferred selection is made, or your preferred selection does not have funds available, your interest will be capitalised to your variable loan.

- Please find my cheque attached (*made payable to Suncorp Margin Lending*);
- Transfer the funds from my linked Cash Management Account (CMA)(*providing there are sufficient available funds*);
- Direct debit my bank account (*Direct Debit request forms available at [www.suncorpmarginlending.com.au](http://www.suncorpmarginlending.com.au)*)
- Capitalise interest to my variable rate loan
- Compound the interest to my fixed loan for the term of the loan at initial drawdown. Choose an option below. If no option is selected then the default is option 1.
  - 1. I would like the compounded interest to be added to the fixed loan amount (by choosing this option, at the initial drawdown of your fixed loan, the balance will be increased by the compounded interest amount): or
  - 2. I would like the compounded interest to be included in the total fixed loan amount.

**Important note:** Interest paid is non-refundable and if fixed term is broken, break costs will apply.

## Section 11 Internet Account Access

Would you like to view your margin loan details through Internet Account Access?

- Yes
- No

**NOTE: If you do not make a selection, you will be taken to have said "NO".**

## Direct Debit Request

Direct Debiting is not available on a full range of accounts.  
If in doubt please refer to your financial Institution.

### Direct Debit Details

This request is to enable Suncorp Margin Lending (USERID 146549) to deduct interest payments, periodic payments and margin call payments and/or initial payments, and to enable Suncorp Margin Lending (USERID 146549) to deduct monthly contributions for savings gearing.

By signing this request, I/we, the account holder/s whose account is identified below, authorise you, Suncorp Margin Lending, to use the Direct Debit system to debit my/our account identified below in accordance with the terms of this request.

This Direct Debit Request is subject to the terms and conditions of the Direct Debit Service Request Agreement.

Name of Applicant/s - Individual/Joint/Company/Trust

Name of Financial Institution

Branch Name

BSB number

:

:

:

Account Number

Account Name

### Authority

I/We request that you debit my/our account for payments to my/our margin loan.

Please indicate the type of payments below.

Initial payment (optional) Amount \$

Margin call payments > Amount authorised, Up to and including \$ or  No Limit

Periodic payments to the loan - not including Savings Gearing contributions

Amount \$

Frequency  Weekly  Fortnightly  Monthly Start Date / /

Monthly Interest Payments for variable loans

Pre-paid interest for fixed loans (max. one year in advance).

I/We request that you debit my/our account for payments to my Loan Account being the monthly contributions for my/our savings gearing loan.

Savings Gearing

### Signature/s of Account Holder

Sign in accordance with authority on account.

Signatory 1

Signatory 2

Full Name

Full Name

Signature and Date

Signature and Date

Common Seal (if applicable)

### Office Use Only

Direct Debit start date / /

CMA Account No. to Debit

Loan Number

Loan Name

### Verification of ID completed by

Verifier's Name

Verifiers ID Number

Verifier's Organisation  
(Broker/Agents only)

Date Verified / /