

Please complete and fax (02 8215 0679) or email a copy then return an original copy to:
Wealth Focus Pty Ltd, Reply Paid 760, Manly, NSW 1655

DATED: 19th February 2012

PARTIES:

1. (Purchaser)
Of (address).....
2. Wealth Focus Pty Ltd a company duly incorporated in New South Wales ABN 87 123 556 730 and having its registered office at Suite 7, 49-53 North Steyne, Manly, NSW 2095 (Wealth Focus).
3. ANZ Subordinated Notes (Product)

BACKGROUND

- A. The Purchaser intends to purchase shares in ANZ Subordinated Notes under a Broker Firm Offer
- B. Wealth Focus are facilitating the investment with no advice
- C. Under a Broker Firm Offer, Wealth Focus become liable to purchase any shares that the Purchaser fails to pay for
- D. The Purchaser agrees to pay for their intended allocation in full when requested by the broker (expected to be no later than the 8th March)

OPERATIVE PROVISIONS

1. PURCHASE OF SHARES

In receiving an allocation of shares under a Broker Firm Offer, The Purchaser is liable to Wealth Focus for this amount until payment has been settled with the broker. The settlement date is anticipated to be the 8th March. A failure to settle your instruction will result in a commitment by Wealth Focus to purchase your allocation. The Purchaser agrees to settle the amount requested by the broker in relation to this allocation with Wealth Focus directly on the same terms as Wealth Focus has received from the broker. In the unlikely event of the Purchaser failing to settle their allocation, Wealth Focus will attempt to place the allocation elsewhere. The Purchaser hereby requests that Wealth Focus applies for shares at \$100 per share.

2. RELEASE and DISCHARGE

On full payment by the Purchaser and issue of the Product this agreement has been satisfied in full.

3. CONFIDENTIALITY

- a) Subject to sub clause (b), each party will keep the terms of this document confidential.
- b) A party may disclose the terms of this document:
 - i. to any professional advisers who are subject to a confidentiality obligation arising from their relationship with the disclosing party;
 - ii. to comply with any law or requirement of any regulatory body (including any relevant stock exchange); and
 - iii. any employee or non-executive director of any Related Company, to whom it is necessary to disclose the terms.

4. REASONABLENESS of this DOCUMENT

The parties consider the covenants, obligations and restrictions in this document to be reasonable in all the circumstances.

Receipt of a fax or email copy is considered an agreement to the terms and conditions
Please complete and fax/email a copy then return an original copy to:
Wealth Focus Pty Ltd, Reply Paid 760, Manly, NSW 1655

Executed as a deed.

Signed sealed and delivered

by _____
Client

Print Name

in the presence of:

Witness

Print Name