

Westpac BlueChip20.

Margin Lending Application.

For Individuals.

Use this form if you are applying in the capacity of either:

- one or more individuals, or
- individual/s acting as trustee/s of a trust.

April 2020



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Applying for a BT Margin Loan.

Before you apply for a Westpac BlueChip20 BT Margin Loan, we recommend that you read our product disclosure statement and other disclosure documents. You can download these documents from our website westpac.com.au/bluechip20

Detailed instructions on how to apply for a Westpac BlueChip20 BT Margin Loan are contained on page 35 of this booklet. A checklist is also provided to help you in the process.

CHES explanation.

Value Nominees Pty Limited ABN 90 001 827 998 ('we', 'us' and 'our') has a legal responsibility to explain CHES sponsorship to you. When you sign the application form, you are acknowledging that this explanation has been given to you.

Overview.

CHES stands for Clearing House Electronic Subregister System. It is a settlement system for transferring securities designed to eliminate paperwork by operating a paperless system which records shareholdings electronically on an account in CHES, rather than using share certificates. CHES is operated by ASX Settlement Pty Limited ABN 49 008 504 532 ('ASX Settlement') which is a wholly owned subsidiary of ASX Limited ABN 98 008 624 691 ('ASX'). It operates under published rules known as the ASX Settlement Operating Rules ('Settlement Rules') that all CHES participants must abide by.

Sponsorship on CHES.

CHES participants are either general settlement participants or account participants. CHES maintains a part of each issuer's register of holders on the CHES subregister. A holder on the CHES subregister is either a CHES participant or is sponsored by a CHES participant. As you are not a general settlement participant or an account participant, you will need to be sponsored in order to maintain a holding 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 both the sponsoring participant and the controlling participant for the holdings covered by the sponsorship. Each holding on the CHES subregister must have a designated controlling participant who alone can initiate transactions on CHES in relation to that holding.

The terms of Part 7 - Appointment of Sponsoring Participant - in the BT Margin Lending Facility Agreement ('Facility Agreement') are your sponsorship agreement with us as your sponsoring participant. The securities which are to be held on the CHES subregister will be converted to a CHES holding in your name. We will control this CHES holding on your behalf, acting on your instructions or on confirmations received from your market participant, subject always to the right to refuse to do so as set out in Part 7 of the Facility Agreement.

Under the Settlement Rules, certain acknowledgments have to be made. These are set out in clause 37 in Part 7 of the Facility Agreement.

Securities Transfers.

Transactions against holdings on the CHES subregister are effected via electronic computer messages. The sponsorship agreement in Part 7 authorises *us* to carry out instructions provided by you in relation to your holdings by sending the appropriate electronic messages to CHES and processing messages received from CHES.

We will only undertake securities transfers and operate your CHES holding according to the terms in Part 7 of the Facility Agreement. As a general settlement participant, we will also have to comply with the Settlement Rules.

We will send you regular statements that, amongst other things, outline securities that are sponsored under the sponsorship agreement. When a transaction occurs in your CHES holding, CHES will send you a statement detailing the changes to your holding usually in the first week of the following month.

General.

Part 7 of the Facility Agreement contains provisions designed to better protect us as mortgagee of the shares subject to a CHES holding.

The CHES holding that you establish with us 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 securities comprising your margin lending loan portfolio with us.

If you have any queries relating to the terms of Part 7 of the Facility Agreement, or do not fully understand any of its terms, please contact us on 1800 816 222 prior to signing the application form.

Supplementary risk disclosure statement.

This statement must be read by each person considering either borrowing from BT Securities Limited ABN 84 000 720 114 ('we', 'us' or 'our') under a margin lending facility or guaranteeing or providing security for such a borrowing by someone else. This disclosure is in addition to the risk disclosure set out in the BT Margin Lending Product Disclosure Statement.

The following are some risks associated with being a borrower, guarantor, or provider of third party security in relation to the BT Margin Loan Facility. Any proposed borrower, guarantor or third party security provider should obtain independent professional advice, including from your solicitor and your financial adviser, before applying.

1. If money is borrowed from another source in order to provide the borrower's equity for a BT Margin Loan Facility, this will increase the borrower's overall gearing level. The higher the overall gearing level, the greater the effect that a fall in the value of the investment will have on the borrower's financial situation.
2. Each of the borrower and the security provider gives us and each of our authorised officers a power of attorney under which they can, among other things, sell some or all of the borrower's and/or the security provider's mortgaged property. The attorneys can exercise their powers at any time regardless of whether the borrower or the security provider is in default. The attorneys are not obliged to exercise their powers; however, if they do, they may use any sale proceeds to pay some or all of the amount owed to us. The attorneys selling some or all of a portfolio may result in a realised profit or loss on the investment and a disruption to any tax planning and investment strategy. For example, if the borrower does not meet a margin call, the attorneys may sell some or all of the security provider's portfolio to repay some or all of the loan (even if the security provider is a third party and they do not know about the margin call).
3. The loan to value ratio that is assigned to each security and any change in that loan to value ratio are not to be taken as recommendations by us. The loan to value ratio is not based on an assessment of the suitability of the security to form part of a portfolio.
4. All dividends, distributions, bonus issues, rights issues and other rights and entitlements defined as 'new rights' in the BT Margin Lending Facility Agreement (the 'Facility Agreement') will be mortgaged to us and neither the borrower nor the security provider will have access to them unless we agree. In addition, neither the borrower nor the security provider may be able to accept takeover offers or other offers related to their securities, except with our written consent.
5. A fall in the value of the mortgaged property between the time that the borrower places an order with their broker and the time settlement occurs may mean we are unable to settle the purchase for the borrower. We may also be unable to settle a purchase if to do so would exceed the borrowing limit or the credit limit. This may result in settlement fail fees being incurred by the borrower.
6. We do not provide the borrower, the guarantor or any security provider with financial, investment, taxation or legal advice regarding the Facility Agreement, its suitability to the borrower's circumstances or how the borrower should invest the money borrowed under the Facility Agreement. We have not considered whether the guarantor should guarantee the borrower's loan. We have not considered whether the third party security provider should provide third party security for the borrower's loan.
7. The borrower's financial adviser may receive a commission from us during the term of the loan. The payment of that commission by us is not an endorsement of any financial adviser and we do not, in any circumstances, accept any responsibility for any statement, act or omission of any adviser.
8. If requested the nominee may open a cash management account on the borrower's behalf. This account may earn interest from any money invested in it. The cash management account will be part of the borrower's mortgaged property and will be mortgaged to us. As with other investments in that mortgaged property, we do not guarantee the cash management account.
9. As this facility is uncommitted, any loan made under the facility is at our discretion and we may elect to terminate the facility by giving you at least 10 business days' notice.

Third Party Security Provider additional risk disclosure statement

The following are some additional risks associated with providing a third party security for the BT Margin Loan Facility. As a third party security provider, you will have no control over the loan, the mortgaged property or any arrangements relating to the loan. You should obtain independent professional advice before providing that security.

1. The borrower may operate the loan without reference to you and can therefore increase or decrease the loan amount and/or your risks as a third party security provider without your knowledge or agreement.
2. The terms of the BT Margin Loan Facility between us, the nominee and the borrower can be changed at any time.
3. You cannot cancel the security which you provide without our written agreement. We will normally not agree to release the security unless the borrower has repaid all money owing to us or there is sufficient security available after your investments have been removed from the mortgaged property.

By signing the power of attorney in the application form you acknowledge that you have read and accept these risks.

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

BT Margin Lending Facility Agreement

Important.

The terms and conditions of *your facility* are set out below and, if *you* provide *security* for the *facility*, the terms of *your mortgage*. Please read and retain it in a safe place for future reference.

Words printed *like this* are explained in clause 52 of these terms and conditions.

When *you* and any *third party security provider* sign an *application form*, *you* and they are confirming that they have read and accepted these terms and conditions.

This agreement is between each of *you*, any *third party security provider*, *us*, the *sponsor* and the *nominee*. This agreement incorporates four distinct legal concepts:

1. the lending provisions;
2. a mortgage given by *you* to *us*;
3. the nominee arrangements with the *nominee* and the appointment of *us* as *your* attorney; and
4. the appointment of *the sponsor* or someone else approved by *us* as *your CHESSE* sponsor.

If *you* are applying to be a *third party security provider*, this agreement incorporates three distinct legal concepts:

1. a mortgage given by *you* to *us* to secure the obligations of the *borrower*;
2. the nominee arrangements with the *nominee* and the appointment of *us* as *your* attorney; and
3. the appointment of *the sponsor* or someone approved by *us* as *your CHESSE* sponsor.

In the *application form*, *you* and any *third party security provider* also appoint attorneys under a power of attorney. The attorney may execute documents on *your* behalf in accordance with that power, including these terms and conditions and any amendments to them. This agreement will be executed by *us* as *your* attorney. Once *we* sign this agreement, it is binding on *you*, any *third party security provider*, *us*, the *sponsor* and the *nominee*. The date *we* sign is the commencement date of this agreement.

This *facility* is an uncommitted discretionary facility, and so:

- (a) *we* may refuse any *loan* request at *our* discretion (see clause 1.1);
- (b) *we* may review your *credit limit* at any time and for any reason (see clause 2.4); and
- (c) *we* may terminate the *facility* and require full repayment on 10 *business days'* notice for any reason (see clause 7.1(b)).

Part 1 – Lending provisions.

1. Conditions for borrowing.

- 1.1 The *facility* is uncommitted, and we lend in our discretion, but only if:
- (a) you have given us any document or information we reasonable require; and
 - (b) we are satisfied that an *event of default* has not occurred and is not likely to occur as a result of the loan; and
 - (c) the *security provider* has not terminated the relationship between the *nominee* and the *security provider* under clause 24, or if such relationship has been terminated, the *security provider* has appointed another nominee to hold the *mortgaged property* on their behalf on terms that are acceptable to us.
- 1.2 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. How much we will lend to you.

- 2.1 As this *facility* is uncommitted, any *loan* made under the *facility* is at our discretion and we are not required to lend for any reason. We are not liable for any amount incurred by you as a result of us not lending to you.
- 2.2 Unless we agree otherwise, the maximum amount you may borrow from time to time is the lesser of your *borrowing limit* and your *credit limit*.
- 2.3 Your *borrowing limit* depends on the *loan to value ratio* and the *market value* of *securities* over which *security providers* have granted *security interests* to us. The *loan to value 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 on the basis of our assessment of the relevant *security* from time to time, and without prior notice to you. These changes are not specific to your *facility* but apply to similar facilities generally.
- 2.4 Your *credit limit* is determined by us at the time of your application for the *facility* and may be reviewed by us from time to time if we are required by law to do so or if you request us to review your *credit limit*. You must provide us with such information as we require at the time of any review. As a consequence of a review we may decrease your *credit limit* if we consider it appropriate having regard to our *lending criteria* (and even if it would result in an *event of default*). We will give you notice of any decrease in your *credit limit* and you must ensure that, within 5 *business days* (or such later date as we specify) of the date of the notice, that the *amount outstanding* is less than the *credit limit* and the *borrowing limit*. If you do not comply with this clause then, without limiting our rights under the *mortgage*, you and each *guarantor* and/or *third party security provider* will be taken to have requested each attorney appointed in the power of attorney contained in the *application form*

to take all steps we deem necessary to ensure that the *amount outstanding* is less than the *credit limit* and the *borrowing limit*.

- 2.5 We may lend you money by way of the various loan options that are available from time to time. Subject to our agreement (which we will not unreasonably withhold), you may nominate means of drawing and repaying each *loan* under the *facility*.

3. Borrowing money.

- 3.1 A request for a *loan* 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) settle the *confirmation*; and
- (b) register the *securities* in your *participant sponsored holding* or the *nominee's* name, as required by us.

Unless we agree otherwise in writing, a request is irrevocable. Any amount advanced to you under this *agreement* will be debited to your *loan account*.

- 3.2 If settling a *confirmation* would cause the *amount outstanding* to exceed the *credit limit* we may decline to settle that *confirmation*. If we choose to settle such a *confirmation* you acknowledge that:

- (a) your *credit limit* is increased to the *amount outstanding* after we have settled the *confirmation*; and
- (b) we will review your *credit limit* in accordance with clause 2.4 and as a consequence of such review we may decrease your *credit limit* which would require you take steps to ensure that the *amount outstanding* is less than the decreased *credit limit* and the *borrowing limit*.

- 3.3 If we receive a *confirmation* under clause 3.1 in relation to unlisted *securities*, *new rights* or new issues, you are taken to declare that you have read the relevant prospectus or other offer document and agree to be bound by the conditions of the offer.

- 3.4 We may in our discretion decide whether the unlisted *securities*, *new rights* or new issues are to be applied for in your or the nominee's name.

- 3.5 If the application is unsuccessful for any reason, any application money (other than company or trust processing fees) will be refunded to you.

- 3.6 (a) If you do not use all of a *loan* to fund the purchase of *securities*, we may open a *cash investment account* in our or the *nominee's* name. You may from time to time authorise and direct the *nominee* to open a *cash management account*. subject to our rights under this agreement. You agree that any *cash management account* will form part of the *mortgaged property*.

- (b) You authorise and direct us, the *nominee* and their officers and employees to deposit into

a *Standard CMA* any part of a *loan* which you do not use immediately to purchase *securities* and the proceeds from the sale of any of the mortgaged property.

- (c) If you have prepaid any interest and the amount against which that interest has been prepaid exceeds the *amount outstanding* at any time, you authorise us to lend to you that excess under clause 1 and deposit that excess into a *Standard CMA*.
- (d) We may deposit any credit balance in the *loan account* into a *Standard CMA*.
- (e) You may deposit your own funds into a *cash management account* at any time.
- (f) You agree with us not to withdraw any amount from a *cash management account*, until there is no *amount outstanding* and you have received our written consent.
- (g) While there is an *amount outstanding*, you agree with us that we may, at our sole discretion, withdraw any amount from a *cash management account* to:
 - (i) fund the purchase of *securities* by you;
 - (ii) meet a *margin call*;
 - (iii) pay or prepay interest under this agreement;
 - (iv) if the *cash management account* is a *Regular Gearing CMA*, pay any *loan* component of any regular gearing arrangement authorised by you: or
 - (v) pay any *amount outstanding*, from that *cash management account*.

The *nominee* acknowledges that it has notice of the agreement between you and us under this clause 3.6(g), and agrees to act in accordance with, and on the basis of, that agreement.

4. Interest.

- 4.1 You must pay us interest on each *loan* at the relevant rate applying as at the date we receive your request for the *loan*, being the rate set out on our website bt.com.au. The rate may be a fixed rate or a variable rate, depending on your arrangements with us in relation to each *loan* and will apply for the period, and in the manner that you and we agree to. Details of current interest rates are available from us on request and are available on our website at bt.com.au.
- 4.2 Interest:
 - (a) accrues on each *loan* from day to day commencing on the first day on which each *loan* was lent;
 - (b) is calculated on the number of days elapsed and a 365-day year; and
 - (c) is payable by you on the last day of each month (unless we agree otherwise).
- 4.3 Notwithstanding our other rights in accordance with clauses 32, 33 and 34, if you do not pay us

any interest on the due date we may capitalise that interest to form part of the *loan balance*.

- 4.4 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 payable for that month and apply it to reduce the *amount outstanding*. You may cancel or vary any direct debit arrangement by 14 days' notice in writing to us.
- 4.5 Credit balances on your *loan account* are held in cash by us and we earn interest on those amounts. We do not pay interest earned on these amounts to you. It is your responsibility to transfer any credit balance to an interest bearing account as we may not automatically do so.
- 4.6 If you ask and we agree, you may pay interest in advance on any agreed date.
- 4.7 If you ask and we agree, you may pay interest on any other basis, terms and conditions which may include a fixed interest rate.

4A. Fixed interest rate loans.

This clause 4A applies only to *loans* with a *fixed rate*. It sets out the circumstances in which you may be liable to pay us *break costs* and how we calculate them.

Warning.

Break costs can be high and will increase the amount you owe us as a result of, for example, your default or early repayment. You can get an estimate of applicable *break costs* at any time by contacting us.

- 4A.1 A "break event" is taken to have occurred for a *loan* whenever, for any reason during the *fixed rate period*:
 - (a) you and we agree to change the *fixed rate* (either to a different *fixed rate* or to a variable rate); or
 - (b) the *facility* is cancelled or the *credit limit* is reduced; or
 - (c) you repay early all or any part of the amount outstanding under the *loan* or
 - (d) the amount outstanding under the *loan* becomes repayable (for example, because you are in default).
- 4A.2 If a *break event* occurs you must pay us our "break costs" (if any).
- 4A.3 Our *break costs* are our calculation of the sum (if positive) of the difference between:
 - (a) the *present value* of each payment that we would have been entitled to receive under the *loan*, over the remainder of the *fixed rate period*, at the *fixed rate*, if no *break event* had occurred; and
 - (b) the *present value* of each payment, that we would have been entitled to receive under the *loan*, over the remainder of the *fixed rate period*, as in paragraph (a), but substituting an *interest rate* or discount rate (as appropriate)

determined by reference to the wholesale market rate(s) prevailing at the time of the *break event*.

4A.4 The wholesale market rate(s) used to calculate the *present value* of a payment and the *interest rate* or discount rate (as appropriate) to be applied under clause 4A.3 are determined by *us* in good faith adopting commercially reasonable procedures. This may include considering:

- (a) any market information we consider relevant from either internal or external sources (for example, market rates (which need not be mid-market rates), margins and yield curves);
- (b) if the information required to determine wholesale market rates is not available for the date of the *break event*, information for a date following the *break event* as would be commercially reasonable to consider; and
- (c) without double counting, when it is reasonable to do so, any *interest rate* or discount rate used in connection with terminating, liquidating or reestablishing any transaction we maintained in connection with the *facility*.

5. Other amounts we can charge to your loan account.

- 5.1 We may debit costs payable in connection with the *facility* to any *loan account*.
- 5.2 Details of current interest rates, fees and charges are available from *us* on request and are available on our website at bt.com.au. We may vary interest rates, fees and charges payable from time to time under clause 42.10.

6. Payments.

- 6.1 *You* and each *security provider* must pay to *us* all amounts due under the *documents* in full, in clear, immediately available funds (by cheque, direct payment or another method of payment that we notify to *you* from time to time). To the maximum extent allowed by law, *you* give up any right to deduct or set-off any amount we owe *you* against amounts *you* owe *us* under the *documents*. If *you* believe that we owe *you* an amount in relation to the *documents* (for example, if *you* believe that we have not complied with our obligations under the *documents*) *you* may raise that claim with *us* separately.
- 6.2 All payments must be free of any withholding or deduction for taxes, unless the law prevents this. If *you* have to make a deduction, the amount *you* must pay is increased so we receive the same amount we would have received had no deduction been made.
- 6.3 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*.
- 6.4 If any cheque given in payment of any amount payable by *you* under this agreement is not

honoured on first presentation then we will treat the payment as if it had never been made.

- 6.5 We may without prior notice offset any money we owe *you* under the *facility* against any money *you* owe *us* under the *facility* unless the amount is genuinely in dispute. We will promptly notify *you* if we do this.
- 6.6 If at any time the *amount outstanding* is due, but has not been paid, *you* authorise *us* to apply any credit balance in any *loan 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.
- 6.7 We may apply or direct the *nominee* to apply:
 - (a) any amount *you* pay *us* under the *facility*;
 - (b) any cash received as a result of rights derived from the *mortgaged property*;
 - (c) any proceeds from any *corporate action* (including the takeover, compulsory acquisition, or redemption of, or return of capital) on, any of the *mortgaged property*;
 - (d) any proceeds from the sale or redemption of any *mortgaged property*; and
 - (e) any return of some or all of the subscription or application moneys for new *securities* we may fund;to reduce the *amount outstanding*.
- 6.8 We may use any money received in connection with the *facility* towards paying any part of the *amount outstanding* in the following order (even if that part falls due after an *event of default* has occurred):
 - First: any unpaid government charges payable in connection with the *facility*;
 - Second: any unpaid *enforcement expenses*;
 - Third: any unpaid interest;
 - Fourth: any other costs payable in connection with the *facility*; and
 - Fifth: the principal outstanding under the *facility*.
- 6.9 We may pay any money remaining after the *amount outstanding* has been paid in full to another *person* we reasonably believe to be 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*.
- 6.10 We may assign any date we reasonably believe to be appropriate to a debit or credit to a *loan account*.
- 6.11 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).

7. Repayment of loans.

- 7.1 You must repay *us* the *amount outstanding*:
- (a) if an *event of default* has occurred, forthwith on demand by *us* (see Part 6); or
 - (b) if *we* elect to terminate the *facility*, on the date *we* specify. *We* may elect to terminate the *facility* by giving at least 10 *business days'* notice to *you*.
- 7.2 You must repay *us* all or part of the *amount outstanding* (forthwith on demand, as directed by *us*) if *we* are required by law, or it would be good responsible lending practice, to reduce the maximum amount that *you* may borrow. Without limitation, this applies if *we* make an assessment under the *Corporations Act* that the *facility limit* is unsuitable for *you*.
- 7.3 Subject to clause 7.1 above, *you* may repay all or any part of the *amount outstanding* whenever *you* wish by giving two *business days'* prior written notice. However, any *loan* upon which interest is paid or payable at a fixed rate may only be repaid in full (unless *we* agree otherwise).
- 7.4 If *you* repay more than the *amount outstanding* *we* are not required to pay interest on the excess.

8. Margin calls.

- 8.1 A *margin call* occurs if the *loan balance* exceeds the sum of:
- (a) the *borrowing limit*; and
 - (b) the *buffer*,
at any time.
- 8.2 If a *margin call* occurs *we* will take reasonable steps to notify *you* or *your margin call contact*.
- 8.3 *You* acknowledge that if *you* nominate a *margin call contact* to receive a notice under clause 8.2 *you* may not receive notice from *us*.
- 8.4 A *margin call* must be satisfied by taking the action referred to in clause 8.5 by 2pm (Sydney time) on the next *business day* after the day the notice is issued by *us*, or such later date as *we* may advise.
- 8.5 The action *you* must take if *your loan account* goes into *margin call* is to:
- (a) repay some or all of the *amount outstanding*; and/or
 - (b) provide *us* with additional *security interests* which are acceptable to *us*; and/or
 - (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 a *cash management account*); and/or
 - (d) take any other reasonable steps *we* consider necessary, so that the *loan balance* no longer exceeds the *borrowing limit*.
- 8.6 *You* should ensure that *you* or *your margin call contact* are 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.

- 8.7 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 necessary (including any of those steps listed in clause 8.5) to ensure the *loan balance* no longer exceeds the *borrowing limit*.
- 8.8 *We* may vary the *loan to value ratio* of a *security*, the quantity of a *security* *we* will assign a *loan to value ratio* to, or the percentage taken into account in the *borrowing limit* or the *buffer*, at any time in *our* discretion, even if it results in a *margin call*. These variations are not specific to *your facility*, but apply to similar *facilities* generally. Any change will be notified on *our* website at bt.com.au.
- 8.9 *You* and each other *security provider* agree that:
- (a) *you* will manage the *facility* to avoid a *margin call*; and
 - (b) if at any time a *margin call* does occur:
 - (i) it is not a waiver that *we* do not exercise *our* rights in respect of an unsatisfied *margin call* despite then being entitled to do so, nor is it a waiver of *our* right to do so at any time in the future; and
 - (ii) *we* are not obliged to take any action to stop or limit *your* loss by exercising *our* rights under this agreement.
- 8.10 *Our* rights under this clause 8 (whether *we* exercise them or not) do not limit any of *our* other rights at law, under these terms and conditions or under the *documents*.

9. Authority to operate.

- 9.1 *You* may nominate another person or persons as an *authorised representative* to operate the *facility* as if they were a *borrower*, other than to receive *margin calls*. In relation to a managed investment scheme, *you* may also nominate a *nominated financial adviser* or *managed investment scheme* to provide *us* with instructions to deal with, 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* (which may include the person providing such *documents* and other information as is reasonably requested by *us*) and *we* require the person to confirm their acceptance of the nomination.
- 9.2 This arrangement will continue until *we* receive written notice from *you* in a manner acceptable to *us* that *you* have revoked any such authority.
- 9.3 *You* (and any *person* claiming through *you*) release *us* from and indemnify *us* against all losses and liabilities arising in connection with all actions, claims, proceedings, costs and demands arising directly in connection with *us* acting on the instructions of *your authorised representative* or *nominated financial adviser* or the acts or omissions of *your authorised representative* or *nominated financial adviser* unless they arise as a result of any acts or omissions that involve *our* negligence, fraud or misconduct.

9.4 If you appoint an *authorised representative* or *nominated financial adviser*, (unless such appointment is revoked in accordance with clause 9.2) you cannot later claim that *your authorised representative* or *nominated financial adviser* was not acting on *your* behalf.

Part 2 – The *mortgage*.

10. Effect of this *mortgage*.

10.1 In this Part 2 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 own it. We may also sue you for any remaining money you owe us.

10.2 The *mortgage* in this Part 2 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.

11. *Mortgage*.

11.1 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* 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 11.2.

11.2 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 (Sydney time) 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.

11.3 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*.

11.4 We may arrange to register this *mortgage* at *your* expense.

12. The *mortgaged property*.

12.1 We reserve the right at *our* discretion not to accept as *mortgaged property* any property a *security provider* deposits with *us* with the intention that it operates as *mortgaged property*. Without limiting this, we reserve the right at *our* discretion not to accept particular *securities* as *mortgaged property* even if those *securities* are included in the *acceptable securities list*. 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.

12.2 Each *security provider* agrees to deposit with *us* or a *person* we nominate anything we require in connection with the *mortgage* or *mortgaged property* within 5 *business days* of *our* request or such longer period as we may agree.

12.3 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.

12A. Where *mortgaged property* is held under a *platform arrangement*.

12A.1 If any *mortgaged property* of a *security provider* is held under a *platform arrangement* and either:

- (i) that *mortgaged property* is not registered in the *nominee's* name; or
- (ii) the *sponsor* is not the *sponsoring participant* of that *mortgaged property*,

then the *security provider* agrees as follows.

12A.2 The *security provider* agrees that:

- (a) their interest in the *platform arrangement* and any *securities* held for them under the *platform arrangement* will form part of the *mortgaged property* once we have agreed to that;
- (b) the *sponsor* will not act as their *sponsoring participant* on *CHESS* in relation to any part of their investment in the *platform arrangement*. *CHESS* sponsorship arrangements will be as may be advised in the agreements documenting their interest in the *platform arrangement* rather than as documented in this agreement;

- (c) nominee arrangements in relation to their interest in the *platform arrangement* will be as may be advised in the agreements documenting their interest in the *platform arrangement* rather than as documented in this agreement;
- (d) the *security provider* agrees that the *Operator* of the *platform arrangement* is a “Recipient” for the purposes of the Privacy Statement provisions of this *facility*; and
- (e) they will not be able to make any withdrawal of cash from the *platform arrangement* until either *our mortgage* has been released or they have obtained *our* prior consent and, if approved, such withdrawal will be processed through the *facility*.
- 12A.3 The *security provider* irrevocably authorises *us* to instruct the *Operator* to:
- (a) sell, realise or otherwise deal with any or all of their interest in the *platform arrangement* (or any *securities* held for them under the *platform arrangement*) in accordance with the provisions of this agreement including, without limitation, when a *margin call* has not been satisfied in accordance with this agreement or following the occurrence of an *event of default*;
- (b) pay to *us* (or to anyone *we* direct) the proceeds of any sale, realisation or other dealing of any or all of their interest in the *platform arrangement* (or any *securities* held for them under the *platform arrangement*) in accordance with the provisions of this agreement;
- (c) pay to *us* (or to anyone *we* direct) any or all of the cash held or received for them under the *platform arrangement* in accordance with the provisions of this agreement;
- (d) pay to *us* (or to anyone *we* direct) any or all *new rights* or other amounts of whatever nature received in respect of *securities* or other assets held for them under the *platform arrangement*; and
- (e) transfer to *us* (or to anyone *we* direct) any *securities* or other assets held for them under the *platform arrangement*.
- 12A.4 The *security provider* irrevocably authorises and directs the *Operator* of that *platform arrangement* and *us* as follows:
- (a) the *Operator* will, if *we* request, note *our* interest as mortgagee of any *mortgaged property* of a *security provider* held under a *platform arrangement*;
- (b) the *Operator* will comply with all instructions from *us* from time to time in relation to any *mortgaged property* of a *security provider* held under a *platform arrangement* and provide such information about the *security provider’s* investment in the *platform arrangement* as *we* may request;
- (c) the *Operator* must not, without *our* prior consent:
- (i) transfer cash or any other investment out of that *platform arrangement* or sell any investment in that *platform arrangement* except for the purposes of reinvestment in the same *platform arrangement* or otherwise in accordance with the terms of that *platform arrangement*;
- (ii) accept any changes to the account or registration details from the *security provider* or any other person; or
- (iii) otherwise act on the *security provider’s* instructions.
- 13. Your rights in relation to the mortgaged property.**
- 13.1 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*.
- 13.2 If an *event of default* occurs or the *mortgaged property* is registered in *our* or the *nominee’s* name, all the *security provider’s* rights under clause 13.1 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.
- 14. Your obligations in relation to the mortgaged property.**
- 14.1 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) if *we* ask, do anything *we* reasonably request to further assure *our* interest in the *mortgaged property*.
- 14.2 If the *security provider* does not pay any calls or instalments or any other amounts that are or become payable in connection with the *mortgaged property*, *we* may pay any of those amounts on

behalf of the *security provider*. Any amount so paid will form part of the *amount outstanding*.

15. Dealing with the *mortgaged property*.

- 15.1 The *security provider* must obtain *our* written consent before:
- (a) disposing of, redeeming or parting with possession of all or part 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*.
- 15.2 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 in *our* discretion (and the *security providers* authorise *us* to) do whatever is necessary to release the property.
- 15.3 *We* need not release any of the *mortgaged property* if *you* or a *security provider* has not fulfilled their obligations under the *facility*; if *we* are not satisfied that the *amount outstanding* has been or will be paid; or if, after the release, *your borrowing limit* would be breached.
- 15.4 *We* may release any *securities* that *we* wish to exclude from the *mortgaged property*.
- 15.5 *We* will assume that a sell *contract note* received from any *broker* which indicates that a *security provider* is the seller is evidence of the *security provider's* request to sell the relevant *securities*.
- 15.6 On receiving *your* request, *we* and the *nominee* may redeem or otherwise deal with the *security provider's mortgaged property*, and apply the proceeds to pay or repay part or all of the *amount outstanding*.
- ## 16. Other *security interests*.
- 16.1 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*.
- 16.2 The *security provider* must ensure that the amount secured under any other *security interest* in the *mortgaged property* is not increased without *our* prior written consent.

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

17. Administrative matters.

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

18. Securities of a *third party*.

We and the *nominee* may deal with the *future security* or *new rights* of a *person* that form part of the *mortgaged property* and:

- (a) *we* do not need to obtain the consent of any other *person*;
- (b) *we* may apply the proceeds of any dealing to repay part or all of the *amount outstanding*; and
- (c) this may affect the *borrowing limit*.

19. Takeovers.

If a *security provider* wants to accept a takeover offer in respect of *securities* in their *mortgaged property* they must obtain *our* prior written consent.

20. Corporate action.

In the event of a *corporate action* in respect of an issuer of *securities* forming any part of the *mortgaged property*, the *security provider* directs *us* to *transfer* the legal title in those *securities* to the *nominee* at the *security provider's* cost before the *corporate action* takes effect.

21. Options.

- 21.1 If a *security provider* wishes to sell options in relation to any *securities* which are or will be included in the *mortgaged property*, the *security provider* must obtain *our* prior written consent.
- 21.2 The *security provider* authorises *us* to:
- (a) give instructions to any *broker* in relation to their options to the same extent that they are able to do so, including:
 - (i) to close out an open position;
 - (ii) to transfer an open position to an account with another *broker* or to a different account with the same *broker*;
 - (iii) to accept a transfer of an open position from an account (which may not be in *your* name) with another *broker* in order to close out (wholly or partly) an open position;
 - (iv) as to payment of any amounts by a *broker* or clearing house in relation to options; and
 - (v) to reject their directions;
 - (b) lodge *securities* forming part of the *mortgaged property* with *ASX Clear* if required by either the *security provider's broker* or the *ASX Clear*;

- (c) make any payment which is required or which we consider necessary or desirable in relation to any options;
- (d) take any action in relation to the *loan account* or the *mortgaged property* to satisfy any obligation or liability in relation to options; and
- (e) provide any information in relation to the *loan account* to any *broker* in relation to options, and to obtain from any *broker* any information we require in relation to the *security provider's* account with the *broker* or any options.

Part 3 – Third party security provider provisions.

22. Acknowledgment.

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

23. Preservation of rights.

23.1 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 the *credit 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.

23.2 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) claim, or exercise any right to claim, to be entitled to the benefit of a guarantee, indemnity (or similar assurance against loss) or *security interest*:
 - (i) 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*); or
 - (ii) in favour of a *person* other than *us* in connection with any obligations of, or any

other amounts payable, by the *borrower* to, or for the account of, that other *person*;

- (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* for the *borrower's* obligations under the *documents* (including a *person* who has signed this agreement).

Part 4 – Appointment of nominee.

24. Appointment.

24.1 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 4.

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

24.3 The *security provider* acknowledges that the legal title to *securities* may, as a result of clause 24.2, be held by or in the name of the *nominee* in accordance with the terms of the *global nominee deed*. The *security provider* accepts those terms.

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

24.5 The *security provider* agrees with *us* not to terminate the *nominee's* appointment until they have paid all of the *amount outstanding* and received *our* written consent. The *nominee* acknowledges that it has notice of the agreement between the *security provider* and *us* under this clause 24.5, and agrees to act in accordance with, and on the basis of, that agreement. *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.

24.6 Notwithstanding any other provision in this agreement:

- (a) the *security provider* shall be entitled to terminate the relationship between the *nominee* and the *security provider* when there is no *amount outstanding* by giving notice to *us* and directing the *nominee* to *transfer* the *securities* to the *security provider*; and
- (b) for the removal of doubt, the *security provider* shall be absolutely entitled (within the meaning of that term as used in Parts 3-1 and 3-3 of the *Income Tax Assessment Act 1997* (Cth)) to the *securities*.

25. **Nominee Instructions.**

- 25.1 The *security provider* directs the *nominee* to act in accordance with instructions received from *us* in accordance with *our* rights under these terms and conditions, unless *we* agree otherwise.
- 25.2 Instructions may include:
- (a) a direction to take any 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* (for example, in connection with voting rights in respect of *mortgaged property* held by the *nominee*).

26. **Security provider's obligations.**

- 26.1 The *security provider* directs the *nominee* to act in accordance with instructions received from *us* in accordance with *our* rights under these terms and conditions, unless *we* agree otherwise.
- 26.2 If the *security provider* wants to take any action in connection with the *mortgaged property* held by the *nominee*, they must contact *us*. *We* will then 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 unless it arises as a result of any acts or omissions that involve *our* negligence, fraud or misconduct.
- 26.3 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.
- 26.4 The *security provider* directs the *nominee* to do anything necessary to give effect to the instructions received from *us*.

27. **Costs, Fees and Expenses.**

- 27.1 *You* agree to pay the *nominee's* usual fees for acting as nominee, which may be notified to *you* from time to time.
- 27.2 *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 except to the extent that any such *loss* or *cost* arises as a result of the *nominee's* wilful misconduct, negligence or breach of this agreement.

Part 5 – Warranties, undertakings and indemnities.

28. **Warranties and undertakings that you make.**

- 28.1 *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*:
- (a) all information provided to *us* in connection with the *mortgaged property* is true and correct to the best of *your* or the *security provider's* knowledge (including as to the nature and extent of *your* and the *security provider's* interests in it);
 - (b) *you* and the *security provider* are able to enter into the *facility* and the other *documents* and give each of them full force and effect;
 - (c) *you* and the *security provider* are not aware of any situation which has caused, or might reasonably be expected to cause, an *event of default*;
 - (d) if *you* or the *security provider* 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);
 - (e) any amount that *we* may receive as a result of *your*, the *security provider's* or anyone else's bankruptcy or liquidation does not affect *our* rights to enforce the *facility* to recover the *amount outstanding*;
 - (f) any *securities* or *new rights* which are, or which are to be, mortgaged to *us* are and will be free of any other *security interest*;
 - (g) *you* and the *security provider* are each an Australian resident for taxation purposes;
 - (h) *you* and the *security provider* are not entering into or acting in respect of rights or obligations under this deed or carrying on a business at or through a permanent establishment outside of Australia within the meaning of section 6(1) of the *Income Tax Assessment Act 1936*;
 - (i) if *you* are an individual, the proceeds of any *loan* have not been, and will not be used wholly or predominantly for a *National Credit Code purpose*. This warranty and undertaking is deemed repeated by *you* on each *loan* drawing; and
 - (j) *we* need not give any notice under the *PPSA* (including a notice of a verification statement) unless the notice is required by the *PPSA* and cannot be excluded.
- 28.2 Each of the warranties and undertakings made in clause 28.1 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 *you* or the *security provider* from truthfully repeating any one or more of the declarations in clause 28.1 at any time.

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

- (a) to give *us* promptly any financial and other information *we* reasonably request;
- (b) until the *amount outstanding* is paid in full, to:
 - (i) neither directly nor indirectly 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*;
 - (ii) neither exercise any rights to, nor claim to be entitled to, any of *our* rights under the *facility* or a *security interest* given by the *security provider*; or
 - (iii) not claim an amount from a *borrower* under a right of indemnity relating to the *facility*.
- (c) if *we* determine that a *document* (or a transaction in connection with it) is or contains a *security interest* for the purposes of the *PPSA*, to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signing and supplying information) which *we* ask and consider reasonably necessary for the purposes of:
 - (i) ensuring that the *security interest* is enforceable, perfected and otherwise effective;
 - (ii) enabling *us* to apply for any registration, or give any notification, in connection with the *security interest* so that the *security interest* has the priority required by *us*; or
 - (iii) enabling *us* to exercise rights in connection with the *security interest*; and
- (d) to pay or reimburse *our* reasonable costs in connection with anything the *security provider* is required to do under (c) above.

29. Trustee declarations and undertakings.

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

- (a) *you* declare that *you* have:
 - (i) the power and authority to sign the *documents*, perform *your* obligations under them and allow them to be enforced;
 - (ii) obtained all necessary resolutions, consents, approvals or other procedural matters as required by any relevant trust deed;
 - (iii) signed the *documents* in *your* personal capacity and also as trustee for the benefit of the beneficiaries;
 - (iv) the right to be indemnified out of the trust fund for all of the obligations *you* incur under the *documents*, that this right has not been limited in any way, and that the trust fund is sufficient to cover this right of indemnity;
 - (v) any *securities* and *new rights* which are to be mortgaged under this agreement are the property of the trust; and

(vi) *you* are not aware of any threatened or pending action or claim which may affect *your* indemnity out of the trust assets; and

(b) *you* agree to:

- (i) exercise *your* right of indemnity from the trust fund if necessary in order to meet *your* obligations under the *documents*;
- (ii) do everything *you* have to as trustee of the trust to perform *your* obligations under this *facility*;
- (iii) not retire as trustee of the trust without *our* prior written consent which will not be unreasonably withheld or delayed;
- (iv) advise *us* of any material change to the trust deed;
- (v) act in accordance with the provisions of the trust deed at all times;
- (vi) not terminate the trust;
- (vii) not do anything which may negatively affect *your* obligations as trustee of the trust or *your* right to be indemnified out of the trust assets; and
- (viii) 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*.

30. Indemnities.

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

- (a) an *event of default* occurring;
- (b) funds not being available to meet any request from *you*, unless it is *our* fault that those funds are not available;
- (c) any money *you* or another *person* has to pay under the *documents* not being promptly paid including, but not limited to, any withholding tax or similar *costs* *we* incur or which may be payable by *you* or *us* in the future;
- (d) *you*, a *guarantor* or a *third party security provider* breaching the law;
- (e) *us* or the *nominee* entering into or performing obligations under the *facility* (other than for *our* or the *nominee's* wilful default or negligence);
- (f) inaccuracy in, or breach of, any of the representations, warranties, declarations, undertakings or covenants that *you*, a *guarantor* or a *third party security provider* gives;

- (g) any omission made by *you*, a *guarantor* 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 any obligations as a *security provider's sponsoring participant* in connection with any of the *documents* (other than for the *sponsoring participant's* wilful default or gross negligence);
 - (i) any action or default by a *security provider* under or in relation to the *sponsorship agreement* in Part 7;
 - (j) any *loan* being repaid before its due date; or
 - (k) *our* reliance on any instructions from *you* or *your representative* contemplated in this agreement.
- 30.2 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 6 – Default.

31. When is there an event of default?

- 31.1 An *event of default* occurs if:
- (a) *you* or a *security provider* does not pay on time any amounts due under any *document* within 5 *business days* of becoming due;
 - (b) *you* fail to satisfy a *margin call* in accordance with the terms of this agreement;
 - (c) *you*, a *guarantor* or a *security provider*, or someone acting on behalf of any of *you*, gives *us*, in *our* reasonable opinion, materially incorrect or misleading information, or makes a declaration which is materially untrue, in connection with a *document*; or
 - (d) *enforcement proceedings* are taken against *you* or any of the *mortgaged property* by another creditor; or
 - (e) *you*, a *guarantor* or a *security provider* become *insolvent*, or no longer have legal capacity; or
 - (f) if any *security* forming part of the *mortgaged property* consists of an interest in a *trust account*:
 - (i) any material breach or default occurs of the duties and obligations of the administrator or trustee under the relevant trust deed, rules and anything else that applies to the trust (together, the *plan*); or
 - (ii) any event occurs which results in the termination of the *plan* or the vesting of trust assets held under the *plan*; or
 - (iii) the administrator or trustee under the *plan* is removed from office; or
 - (iv) any *event of default* occurs under the relevant *management agreement*;
 and *we* reasonably consider it causes an *increase in our credit risk*; or

- (g) in *our* reasonable opinion an adverse circumstance has occurred in relation to the *sponsor* or sponsorship of any of *your* holdings (if the *sponsor* is someone other than *us*), including the *insolvency* of the *sponsor*, or any steps being taken which may lead to the *insolvency* of the *sponsor*, or the breach or termination by the *sponsor* of the *sponsorship agreement*; or

- (h) *you* fail to provide any financial information reasonably required by *us*.

31.2 We will only act on an *event of default* (other than clause 31.1(a) or (b)) if the following apply:

- (a) if the event or circumstance can be remedied, *you* do not remedy it within a reasonable period after *we* ask (that period will be at least 30 days unless it is reasonable for *us* to act to manage an immediate risk); and
- (b) the event or circumstance is by its nature material or *we* reasonably consider it causes an *increase in our credit risk* (or where clauses 31.1(c) applies, *we* reasonably consider the event or circumstance creates material impact on *our* legal or reputation risk).

32. What can happen if there is an event of default?

- 32.1 If an *event of default* occurs, *you* and each *security provider* authorises *us* to do one or more of the following:
- (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;
 - (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 outstanding* to the credit of the *cash management account* (but nothing overrides *our* or a *receiver's* obligations to obtain at least the market value of the *mortgaged property*);
 - (e) exercise and enjoy the benefits of the rights the *security provider* previously held under clause 13;
 - (f) do anything else the law allows *us* to do as a mortgagee;
 - (g) appoint a *receiver* to do anything the law allows a *receiver* to do, including any of the above; and
 - (h) bring or defend any action or legal proceedings in *your* name or otherwise, for all or any of the above purposes.
- 32.2 *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.

33. Receivers.

- 33.1 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* reasonable costs and remuneration.
- 33.2 *We* may set a *receiver's* reasonable remuneration, remove a *receiver* and appoint a new or additional *receiver* as *we* reasonably choose.
- 33.3 A *receiver* can do anything *we* could do under clause 32.1, and anything else the law allows a *receiver* to do.
- 33.4 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.

34. Disposal of mortgaged property.

- 34.1 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 but nothing overrides *our* or a *receiver's* obligation to obtain at least the market value of the *mortgaged property*; and
 - (b) 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.
- 34.2 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 7 – Appointment of sponsoring participant.

35. Appointment.

- 35.1 The *security provider* irrevocably appoints the *sponsor*, in its capacity as a *general settlement participant*, to be the *sponsoring participant* until a substitute is appointed. The initial *participant sponsored holdings* will be identified by the *HINs* notified by the *security provider*.
- 35.2 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.
- 35.3 *The sponsor* declares that:
- (a) it is a wholly owned subsidiary of an Australian bank; and
 - (b) it has fulfilled all the other requirements under the *Settlement Rules* for admission as a *general settlement participant*.

36. What the sponsoring participant can do.

- 36.1 *We*, 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*.
- 36.2 Despite clause 36.1, 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.
- 36.3 Subject to this Part 7, the *sponsor* will initiate any action necessary to give effect to a *transfer* or conversion or request by *you* to withdraw *your securities* from *your participant sponsored holding* within the time required by the *Settlement Rules*. Where the *sponsor* claims that an amount lawfully owed to it has not been paid by the *security provider* or *nominee*, the *sponsor* has the right to refuse to comply with the request to effect a withdrawal, but only to the extent necessary to retain *securities* of the minimum value held in the *security provider's* or *nominee's participant sponsored holding* (where the minimum value is equal to 120% of the current value of the amount claimed).
- 36.4 In accordance with clause 36.1 and these terms and conditions, but subject to clause 36.2 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) do anything necessary or convenient for the purpose of acting as *sponsoring participant* of the *securities*;
 - (c) obtain statements of *holding* balances and other information about the *securities* from the *ASX*, *ASX Clear* or *ASX Settlement* and any *entity* on the request of the *security provider* or the *nominee* and at any times that the *sponsor* thinks necessary;
 - (d) within the period prescribed by the *Settlement Rules*, give the *ASX*, *ASX Clear* or *ASX Settlement* or the relevant *entity* notice of any change in information required for registration notified by the *security provider* or the *nominee* under clause 37.4(c); and
 - (e) provide *you* or any *security provider* with an executed copy of the *sponsorship agreement* upon request.
- 36.5 *The sponsor* must:
- (a) comply with the *Corporations Act*, all other relevant laws and the *Settlement Rules*;
 - (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*.
- 36.6 The *sponsor* acknowledges that:
- (a) *ASX Settlement* has not approved and takes no responsibility for, *our* abilities or qualifications as the *sponsoring participant*;
- (b) information on the *sponsor's* status as the *sponsoring participant* can be obtained from ASIC;
- (c) if the *sponsor* is suspended from the settlement facility provided by *ASX Settlement*, subject to the *sponsor's* liquidator, receiver, administrator or trustee asserting an interest in the *securities*:
- (i) the *security provider* has the right to request *ASX Settlement* to remove any *securities* held by the *security provider* or the *nominee* from the *CHES*S Subregister or from the control of the *sponsoring participant* under rule 7.2.3(b) of the *Settlement Rules* within 20 *business days* of *ASX Settlement* giving notice of the suspension; and
- (ii) where a request under clause 36.6(c)(i) is not made, *ASX Settlement* 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*;
- (d) the *security provider* and the *nominee* may refer a breach by the *sponsor* of the *Settlement Rules* to any regulatory authority including *ASX Settlement* and ASIC;
- (e) the *security provider* and the *nominee* may lodge a complaint against the *sponsor* with *ASX Settlement* and the Australian Financial Complaints Authority (AFCA);
- (f) if a breach by the *sponsor* falls within the circumstances specified in the compensation arrangements applicable to the *approved market operator* or the clearing participant of *ASX Clear* under the *Corporations Act* and *Corporations Regulations* the *security provider* or the *nominee* may make a claim for compensation arrangements applicable to the *approved market operator*; 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.
- 36.7 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 *ASX Settlement* must first be obtained and any conditions stipulated by *ASX Settlement* met;
- (b) both the *sponsor* and the new *sponsoring participant* will give the *security provider* and the *nominee* notice of the change in accordance with the *Settlement Rules*; and
- (c) 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* from the *sponsor* (the "Effective Date"). The *security provider* and the *nominee* are entitled to terminate the sponsorship arrangements applying under this agreement and give *withdrawal instructions* to the *sponsor* on receipt of the notice from the *sponsor*. However, if they choose to terminate, the *amount outstanding* must be repaid in full at the same time.
- 36.8 The sponsorship arrangements made under this agreement are to be taken to be novated to the new *sponsoring participant* on receipt of the 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 36.2).
- 36.9 The *security provider* and the *nominee* are to be taken to have consented to the novation of the sponsorship arrangements, and to have authorised the *sponsor* to execute on their behalf all documents necessary to effect the novation, if either do any act which is consistent with the novation on or after the Effective Date.
- 36.10 The sponsorship arrangements continue for the *sponsor's* benefit in respect of any rights and obligations occurring before notice is given under clause 36.8.
- 36.11 To the extent that any law or provision of any agreement makes the novation in clause 36.8 not binding or effective, these sponsorship arrangements continue for the *sponsor's* benefit until such time as the novation is effective.
- 36.12 Nothing in clauses 36.7 to 36.11 prevents the completion of transactions by the *sponsor* where the obligation to complete those transactions arose before notice was given under clause 36.8 and these sponsorship arrangements will continue to apply to the completion of those transactions despite the novation of these sponsorship arrangements.
- 36.13 If any *security provider* consents, the *sponsor* may disclose the *HIN* of a *CHES*S Holding to any *nominated financial adviser*, *authorised representative* or any other *security provider*.
- 36.14 This *sponsorship agreement* terminates immediately:
- (a) by notice in writing from either the *security provider* or the *sponsor* to the other;
- (b) if the *sponsor* becomes insolvent;
- (c) if the *sponsor* is suspended from the settlement facility or its rights under the settlement facility are terminated; or

- (d) if the *sponsor* gives the *security provider* or the *nominee* notice under clause 36.7, by the *security provider* or the *nominee* instructing the *sponsor* to *transfer* the *securities* sponsored by the *sponsor* from the *participant sponsored holding*.
- 36.15 If this *sponsorship agreement* terminates under clause 36.14 the *security provider* must, at *our* request, immediately enter into a *sponsorship agreement* in relation to the *securities* on terms and with a *controlling participant* acceptable to *us* or repay the *amount outstanding* in full.
- 36.16 For so long as there is an amount outstanding, the *security provider* undertakes not to give a notice under clause 36.14(a).
- 37. What the *security provider* and the *nominee* agree to do.**
- 37.1 The *security provider* and the *nominee* acknowledge that:
- (a) *ASX Settlement* has not approved and takes no responsibility for, the *sponsor's* abilities or qualifications as the *sponsoring participant*;
- (b) *ASX*, its subsidiaries and controlled entities (including *ASX Settlement*) 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*;
- (c) before *you* signed the application an explanation of the effect of the *sponsorship agreement* was provided to *you* by *us* (this explanation is contained in the 'CHES explanation');
- (d) they understood the intent and effect of Part 7 of this agreement before signing it;
- (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;
- (f) in the event of the *security provider's* death or *insolvency* 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 to 8.15.11 of the *Settlement Rules*, unless the *security provider's* legally appointed representative elects to remove those *securities* from the *CHES 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 *CHES Subregister*;
- (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*;
- (i) where there is more than one *security provider* holding *securities* in a *participant sponsored holding* jointly and one of them is bankrupt, we will:
- (i) establish a new *holder record* in the name of the bankrupt *holder*, transfer the interest of the bankrupt *holder* into new *holdings* under the new *holder record* and request that *ASX Settlement* apply a *holder record lock* to all *holdings* under that *holder record*, unless the legally appointed *representative* of the bankrupt *holder* elects to remove those from the *CHES Subregister*; and
- (ii) establish a new *holder record* in the name(s) of the remaining *holder(s)* and *transfer* the interest(s) of the remaining *holder(s)* into new *holdings* under the new *holder record*;
- (j) in the event of an even number of *securities*, for taxation purposes each *holder* will beneficially hold an equal number of *securities*;
- (k) in the event of an odd number of *securities*, *holder 1* on the *application form* is nominated as the default beneficiary for taxation purposes of the additional *security*;
- (l) *you* may advise *us* in writing at any time of an alternate holding portion of *securities* to that outlined in paragraph (j) or (k); and
- (m) the *sponsor* is not obliged to effect a *transfer* into the *security provider's* or *nominees' participant sponsored holding*, where payment for the *securities* has not been received, until payment is received.
- 37.2 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 *ASX Settlement* or the relevant issuer of *securities* 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 compensation arrangements applicable to the *approved market operator* or the clearing participant of *ASX Clear* under the *Corporations Act* and the *Corporations Regulations*.

- 37.3 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 the right to *transfer*, convert or deal in any other way with those *securities* is restricted in accordance with the *Settlement Rules* relating to *subpositions*.
- 37.4 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.
- 37.5 The *security provider* must:
- (a) do everything to comply with this agreement that the *sponsor* and *we* consider necessary;
 - (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 any duties, taxes, registration and other fees and charges associated with *CHESS* and other expenses incurred on behalf of the *security provider* and the *nominee*.
- 37.6 The *security provider* indemnifies the *sponsor* against and therefore must pay the *sponsor* on demand for, any *loss* or *costs* suffered or incurred by it:
- (a) in properly carrying out its duties or exercising its powers in relation to the *securities*;
 - (b) in carrying out any direction given by the *security provider*, the *nominee* or *us*; or
 - (c) in disclosing the *HIN* in accordance with clause 36.13 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.

Part 8 – Other Provisions.

38. Exclusion of time periods.

- 38.1 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.
- 38.2 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.

39. Other costs and charges.

- 39.1 *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*); and
 - (b) any 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.
- 39.2 *We* may debit and charge any *loan account* with any amounts *you* are required to pay under clause 39.1.
- 39.3 *You* must pay *us* an amount equal to any liability, *loss* or *costs* of a kind referred to in clause 30.1 or clause 39.1 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*.

40. Limitation of liability.

- 40.1 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.
- 40.2 We are not responsible to *you* for any delay, action of or failure to act by any manager, trustee or administrator of any trust in which *you* have purchased units or interests, any change in the value of those units or interests, or for any breach by any of them of any obligation under any documents relating to that trust.
- 40.3 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 *managed investment scheme*.
- 40.4 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*.
- 40.5 Neither *we* nor the *nominee* are responsible for or liable in respect of any of the following (except as a result of *our* or *the nominee's* wilful misconduct or gross negligence):
- any change or movement in the *value* of any *security* comprising part of the *mortgaged property*;
 - 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;
 - 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 other than to correct any errors and refund any fees or charges arising as a result of the failure;
 - any suspension of *our* services, including for the purpose of allowing *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 this *facility*;
 - any *loss* that *you*, any *security provider* or *guarantor* may suffer as a result of any missed market opportunity or any change in the value, status or availability of any *security* during the period *we* are processing any of the *documents*, any *confirmation*, any request to increase *your credit limit* or *your* instructions;
 - any *loss*, damage, *cost*, liability or expense that *you* may suffer as a result of *us* declining *your* request to borrow under the *facility*, a

change in the *borrowing limit* or *credit limit* or a direction to repay all or part of a *loan*; or

- (g) any *loss*, damage, *cost*, liability or expense that *you* may suffer as a result of any *margin call contact* appointed by *you* to receive notice of a *margin call* failing to provide *you* with notice of that *margin call*.

41. Payments.

- 41.1 To the extent permitted by law, *we* may pay amounts or give other benefits to any person *we* choose including any entity related to *us*. *We* may not be 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. Payment of any such amounts or the giving of benefits is not an endorsement of that person by *us*.
- 41.2 If a *cash management account* is opened with an entity related to *us*, then *you* consent to that entity earning fees and receiving payments in connection with that account.

42. General matters.

How we may exercise our rights.

- 42.1 *We* may exercise a right or remedy or give or refuse *our* consent in any way *we* consider appropriate including by imposing conditions.
- 42.2 If *we* do not exercise a right, power or remedy fully or at a given time, *we* can still exercise it later.
- 42.3 *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.

- 42.4 Neither *we* nor the *nominee* is required to do any act or thing unless expressly required under this agreement.
- Neither *we* nor the *nominee* are liable for any *loss* caused by *us* or the *nominee* doing or attempting to do, failing to do, or delaying in doing any act or thing:
- we* or the *nominee* are not required to do;
 - as a result of any delay, suspension, malfunction, error, technical or administrative issue or other problem in any computer or other system, process or equipment supporting any service under this *facility*;
 - where (i) or (ii) do not apply, unless there has been wilful default or gross negligence on *our* part or on the part of the *nominee*.
- 42.5 *Our* rights and remedies under the *documents* may be exercised by any of *our* directors, employees or other *persons* *we* authorise, including a *receiver* or attorney.

Reinstatement of rights.

42.6 Under law, a trustee in bankruptcy, an administrator or a liquidator may ask *us* to refund a payment *we* have received in connection with the *documents*. To the extent *we* are obliged or 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.

42.7 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 judgement or order which *we* obtain against *you* or a *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).

42.8 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 *our* default rate (if any) or the rate in the court order, whichever is higher.

Further steps.

42.9 *You* and each *security provider* must promptly do anything *we* reasonably ask (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) to be bound 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.

- 42.10 (a) At any time without *your* consent or acknowledgement *we* may:
- (i) impose any new fee or vary the amount of any fee;
 - (ii) vary the interest and fee charging cycles;
 - (iii) vary the basis of calculating and charging of interest;
 - (iv) vary the default interest rate margin; or
 - (v) vary any interest rate.
- (b) *We* may from time to time change any of the terms of the *documents* to:
- (i) add, change or remove any rights, concessions or benefits;

- (ii) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service or regulator;
- (iii) accommodate reasonable changes in the needs or requirements of any of *our* new product features or services;
- (iv) cure any ambiguity or typographical error, or correct or supplement any defective or inconsistent provision, so as to make its intended effect clearer;
- (v) accommodate reasonable changes to conform with industry or market practice or best practice in Australia or overseas;
- (vi) reflect changes in technology or our processes including *our* computer systems; or
- (vii) for reasons other than the ones mentioned above.

- (c) *We* will notify *you* of any change in writing or by newspaper advertisement. *We* can also notify *you* on *our* website.
- (d) *We* will notify *you* of changes as soon as reasonably possible (which may be before or after the change is made) or, if *we* believe the change is unfavourable to *you*, on at least 30 days' prior notice. *We* can also give *you* a shorter notice period (or no notice) if *we* believe doing so is necessary for *us* to avoid, or to reduce, an increase in *our* credit risk or *our* loss.

However, if *we* change an interest rate, *we* will notify *you* no later than the date of the change, unless *we* are not able to because the interest rate is calculated according to a money market or some other external reference rate, or a rate otherwise designated as a variable or floating rate.

- (e) Unless *you* notify *us* of any objection to the proposed amendment by the end of the notice period, *we* may execute amending documentation on *your* behalf under the power of attorney *you* executed with *your application form* (and for the avoidance of doubt, *you* agree that *your* attorneys under that power of attorney have the power and authority to execute that amending documentation).
- (f) If notice is given in accordance with this agreement, the amending documentation will be effective even if for any reason *you* do not actually receive the prior notification sent to *you*.
- (g) To the extent that the amendment enhances *your* rights or benefits in any way and/or does not adversely affect *your* rights and obligations in a material way, *we* may on 30 days' prior notice amend the provisions of the *documents*.
- (h) This clause does not apply in respect of changes to direct debit arrangements.

If the Banking Code of Practice applies to the *facility*, *we* may only do so in accordance with that Code.

42.11 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.

- 42.12 *You* and each *security provider* agree that *we* may fill in any blanks in this agreement or any related *documents*.
- 42.13 *You*, each *guarantor* and each *security provider* agree that *we* may do anything which *you*, a *guarantor* or a *security provider* should have done under any *document* but which *you*, the *guarantor* or the *security provider* either have not done or in *our* opinion have not done properly. If *we* do so, *you* must pay *our* reasonable *costs* for so acting when *we* ask.

Assignment.

- 42.14 *We* may assign, novate, transfer or otherwise deal with *our* rights and/or obligations under the *documents*. However, *we* may not assign, novate or transfer *our* rights and/or obligations to the *nominee*. Any person to whom *our* rights and/or obligations are assigned, novated or otherwise transferred will have the same rights and/or obligations that *we* do under the *documents* including without limitation the right to determine the *value* of the *mortgaged property*. *You*, each *guarantor* and each *security provider* agree that *we* may disclose any information or documents *we* consider necessary to help *us* exercise this right.
- 42.15 While there is an *amount outstanding*, *you* and, each *guarantor* and each *security provider*, irrevocably authorise each attorney appointed in the power of attorney contained in the *application form*, to execute on *your* or the *security provider's* behalf any document necessary to give effect to an assignment, novation, transfer or other dealing with *our* rights and/or obligations in accordance with clause 42.14 if the party to whom *our* rights and/or obligations are assigned, novated, transferred or otherwise dealt with is a related body corporate of *us*, a bank or other financial institution or a securitisation vehicle.
- 42.16 *We* will give *you* notice of any exercise of *our* rights under clauses 42.14 or 42.15 as soon as is practicable.

Inconsistent law.

- 42.17 To the extent allowed by law, the *documents* prevail to the extent they are inconsistent with any law.
- 42.18 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.
- 42.19 Any present or future law that varies *your* or a *guarantor's* or a *security provider's* obligations under the *documents* is excluded to the extent allowed by law if it adversely affects *our* or the *nominee's* rights or remedies.

Notices and other communications.

- 42.20 Except as specified otherwise in the *facility*, all notices, requests, demands, consents, approvals, agreements or other communications to or by *you*, a *guarantor*, a *security provider*, the *nominee* or the *sponsor*:
- (a) must be in writing or such other means as *we* may specify from time to time;
 - (b) (if *you*, a *guarantor* or a *security provider* are a company) must be signed by an *authorised officer* of *you* and *we* must be provided with the specimen signature of such *authorised officer* on request;
 - (c) will be taken to be duly received or made:
 - (i) (in the case of delivery in person) when delivered, received or left at the last notified address of the recipient;
 - (ii) (in the case of delivery by prepaid, certified or registered post) three *business days* after they are posted to the address last notified;
 - (iii) (in the case of a delivery by fax) when the fax was sent to the fax number last notified, unless the sender's machine received a report that indicates there was a failure in delivering the fax;
 - (iv) (in the case of a delivery by other means (including email, sms or other electronic means)) instantaneously unless the sender's machine received a report that indicates there was a failure in delivering the communication;
 - (v) (when allowed by this agreement, if advertised by newspaper) on the date they are first published; and
 - (vi) (when allowed by this agreement, if placed on *our* website) on the date they are first published on *our* website.
- 42.21 *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 *you* or *your representative*, *nominated financial adviser* or *authorised representative* (except for any communication under clause 8 which may only be given to *you* or *your margin call contact*), or
 - (b) give *you* any notice under this agreement or required by law (including any notice that must be 'in writing') by:
 - (i) electronic communication to a device, *electronic equipment* or electronic address nominated by *you*; or
 - (ii) displaying information at *our* website — bt.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.

42.22 Communications take effect from the time they are taken to be duly received in accordance with clause 42.20(c) unless a later time is specified in them.

42.23 (a) You are responsible for keeping your contact details up to date. If your contact or personal details change in any way (for example, your name, address, contact number or e-mail address) you must notify us in writing of those changes as soon as possible and in any event within 14 days.

(b) Only you (or any joint account holder, if applicable) or your authorised representative have the authority to change your contact or personal details.

42.24 A requirement for us to give you a notice or any other information in writing may be done by means of:

- (a) electronic communication to a device, *electronic equipment* or electronic address advised by you; or
- (b) displaying information at our website – bt.com.au. We may notify you by electronic communication that the information is available for retrieval on the website and the nature of the information.

Applicable law and service of documents.

42.25 This agreement is governed by the laws in force in New South Wales. All parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

42.26 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.

42.27 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);
- (b) if allowed or required by law or any *document*, or required by any securities exchange;
- (c) in connection with legal proceedings relating to the *documents*;
- (d) if the information is generally and publicly available;
- (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*; or

(f) in connection with any stamping or registration of the *documents*.

Additional services.

42.28 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.

42.29 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, ASX Clear, ASX Settlement, or any designated share registry, or current or proposed *entity* for any purpose relating to *securities*, dividends or other benefits. Neither we nor the *sponsor* are under an obligation to make such a disclosure.

Telephone conversations.

42.30 We, the *nominee* or the *sponsor* may record telephone conversations with you or your *authorised representative* at any time with or without an audible tone warning and may rely on those recordings in the event that a dispute arises.

42.31 Statements of account

- (a) We will send you a statement of account for your *loan* on a monthly basis (or such other period as we may advise you from time to time). You should check the entries on your statement carefully and promptly report any errors or unauthorised transactions to us. Copies of statements of account are also available on request. We may charge you a fee for a copy of a statement provided on request.
- (b) We may send your statement of account to you either by posting it to the address last notified by you or by loading it onto a secure link where it can be downloaded electronically to a device, *electronic equipment* or *electronic address* nominated by you.

Dispute resolution.

42.32 Any issues or complaints you have in respect of the *facility* should be raised by contacting BT Customer Relations Consultants on 1800 816 222.

If we haven’t been able to deal with your issues to your satisfaction there are a number of other bodies you can go to such as an external dispute resolution scheme. External dispute resolution schemes deal with complaints about banks and their related companies.

You may lodge *your* complaint with the Australian Financial Complaints Authority (AFCA):

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

43. Banking Code of Practice.

43.1 The Australian Banking Association's Banking Code of Practice as updated, and adopted by *us*, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and *small business* customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that *we* will comply with the Banking Code, where it applies to the banking services provided to *you*.

You can view a copy of the Banking Code on *our* website or ask *us* for a hard copy over the phone.

44. Joint facility.

44.1 If there are more than one of *you*, *you* are jointly and severally bound to comply with these terms and are jointly and severally liable for all amounts due under the *documents*.

44.2 With a joint *facility*, either of *you* are authorised to operate the *facility*.

44.3 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.

45. AML and other reporting obligations.

(a) *We* are bound by laws relating to the prevention of money laundering and the financing of terrorism, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* and the Anti-Money Laundering and Counter-Terrorism Financing Rules Instruments (the AML/CTF laws) and have adopted an AML/CTF program in accordance with the requirements of the AML/CTF laws and the various guidelines and publications produced by the Australian Transaction Reports and Analysis Centre (the AML/CTF Program).

(b) *You* cannot open a BT Margin Loan account unless *you* have provided *us* with sufficient identification and that identification has been verified in accordance with the AML/CTF Program and AML/CTF laws.

(c) By opening and using a BT Margin Loan account, *you* agree that:

- (i) *you* do not acquire *our* products or services under an assumed name;
- (ii) any products or services *we* provide will not be used in relation to any criminal activities or any activities which breach laws or sanctions;
- (iii) if *we* ask, *you* will provide *us* with additional information *we* reasonably require for the purposes of AML/CTF laws;
- (iv) *we* may obtain information about *you* from third parties if *we* believe this is necessary to comply with AML/CTF laws; and
- (v) *we* may disclose information which *we* hold about *you* or *your* conduct to *our* related bodies corporate.

(d) In order to comply with AML/CTF laws *we* may be required to take action, including:

- (i) delaying or refusing a request for products or services;
- (ii) monitoring *your* conduct in relation to the provision of the product or services; or
- (iii) disclosing information that *we* hold about *you* or *your* conduct to *our* service providers, relevant regulators of AML/CTF laws, or other parties (whether in or outside of Australia) and if *we* do so *we* may be obliged not to inform *you* of this, and

(e) *We* are not liable for any *loss*, claim, liability or expense *you* suffer or incur (including consequential *loss*) as a result of *us* taking any action referred to above and *you* indemnify *us* for any *loss*, claim, liability or expense *we* may suffer or incur (including consequential *loss*) from exercising any right under this clause or from any breach by *you* of *your* agreement in this clause.

(f) *We* are required to identify tax residents of a country(ies) other than Australia in order to meet account information reporting requirements under local and international laws.

If at any time after entering into this agreement, information in *our* possession suggests that *you*, the *entity* and/or any individual who holds ownership and/or control in the *entity* of 25% or more (*controlling person/beneficial owner*) may be a tax resident of a country(ies) other than Australia, *you* may be contacted to provide further information on *your* foreign tax status and/or the foreign tax status of the *entity* and/or *controlling person/beneficial owner*. Failure to respond may lead to certain reporting requirements applying to the account.

By completing this application *you* certify that if at any time there is a change to the foreign tax status details for *you*, the *entity* and/or any *controlling person/beneficial owner*, *you* will inform the bank. *You* also certify that if at any time there is a change of a *controlling person/beneficial owner* in *your* *entity*, *you* will inform the bank.

Internet Account Access.

We may, at *our* discretion, provide *you* with *internet account access*. In consideration for giving *you* access over the internet to details concerning *your loan account* and allowing *you* to provide *us* or the *sponsor* with any written instructions which *we* may agree to in relation to *your facility*, *you* agree to the following terms and conditions.

46. How to register for internet account access.

- 46.1 If *we* agree to provide *you* with internet account access, *you* agree to these *internet account access* terms and conditions when *you* first use *internet account access*.
- 46.2 *You* will usually be automatically registered for *internet account access*. If so, *we* will advise *you* by letter sent to the address held on *our* records.
- 46.3 When *we* register *you* for *internet account access*:
- (a) *we* give *you* an *internet access Username*
 - (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*.
- 46.4 *Your internet access Username* and *your password* are the *access methods* for *internet account access*. *You* can use *your internet account access* to:
- (a) view information on *your loan account*; and
 - (b) provide *us* or the *sponsor* with any written instructions *we* agree to in relation to *your facility*.
- 46.5 *We* may cancel *your* access to *internet account access* at any time without notice.
- 46.6 It is *your* responsibility to obtain and maintain any *electronic equipment* which *you* may need to have for *you* to use *internet account access*.

47. 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 some information about *your loan account* is as at close of business on the previous *business day* and therefore may not be completely accurate.

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

48. Password.

- 48.1 *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.
- 48.2 *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 Username* 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*.
- 48.3 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 Username*;
 - (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;
 - (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.

48.4 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*.

48.5 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 at bt.com.au; 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 loan accounts*.

49. Unauthorised Transactions.

Please tell us about any service fault or difficulty with internet account access by calling 1800 816 222 between 8am and 6.30pm (Sydney time) on business days.

50. Your Adviser.

If you are an account holder with a *nominated adviser* or *authorised representative*, you acknowledge that the *nominated adviser* or *authorised representative* may also have access to information concerning *your loan account* by using *internet account access*.

51. Computer facilities.

51.1 You acknowledge that the *internet account access* may malfunction or become temporarily unavailable due to computer malfunction or network congestion. We will have in place reasonable procedures to avoid unintended interruption of the service.

51.2 We will have the right to suspend the *internet account access* at any time to perform certain administrative tasks and scheduled maintenance and if, in our opinion, some serious threat is posed to any part of the system supporting the service.

51.3 We will have the right, in our sole discretion, to immediately suspend or terminate *your access* to and use of the service if you:

- (a) use or in our reasonable opinion appear to use the *internet account access* in a manner reasonably deemed inappropriate or unreasonable by us;
- (b) deliberately or recklessly disrupt the *internet account access*, cause congestion or impede others from using the *internet account access*, or attempt to do so;
- (c) use *your internet access* to menace, create a nuisance or harass others or attempt to do so;
- (d) make any denial-of-service attacks on us or any other users or networks relating to us or attempt to do so;

(e) use *your Internet access* to unlawfully obtain access to networks used or operated by us or attempt to do so; or

(f) provide us with personal details, including (without limitation) name, address, bank account, email address and phone number, which we consider, in our reasonable opinion, not to be bona fide.

52. Meaning of words and interpretation.

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

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, under any of the *documents*. 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) he assigned obligation was secured before the assignment; or
- (c) the assignment takes place before or after the *application form* is signed.

It includes money by way of principal, interest, fees, costs, indemnity, charges, duties and expenses, and payment of liquidated or unliquidated damages under or in connection with the *facility*. It also includes money that the *borrower* would have been liable to pay but for its *insolvency*.

application form means the application form that is signed by the *borrower* and/or each *guarantor* and/or each *third party security provider* in respect of this *facility*.

ASIC means the Australian Securities and Investment Commission.

ASX Clear means ASX Clear Pty Ltd
ABN 48 001 314 503.

ASX Settlement means ASX Settlement Pty Limited
ABN 49 008 504 532.

approved market operator means a market operator approved by ASX Settlement as an Approved Market Operator and specified in the *procedures*;

authorised officer means, in relation to the power of attorney that you or the *security provider* grant us in the *application form*, our employees or delegates, but does not include the *nominee*.

authorised representative 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) take any step required to ensure *you* comply with clause 8 other than receiving *margin calls*.

borrower has the meaning in the definition of “*you*”.

borrowing limit means, at any time:

(a) the *market value* of each *security* in the *mortgaged property*; multiplied by

(b) the *loan to value ratio* we have assigned to that *security*.

break costs has the meaning described in clause 4A.3.

break event has the meaning described in clause 4A.1.

broker means a person admitted as a Market Participant under the ASX Operating Rules and, where the context requires, a person admitted as a Clearing Participant under the ASX Clear Operating Rules.

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 a percentage (which may be zero) determined by *us* from time to time at *our* discretion.

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

cash management account means a *cash management account* approved by *us* from time to time. It includes a *Standard CMA* and a *Regular Gearing CMA*.

CHESS has the meaning in the *Settlement Rules*. Generally it stands for the Clearing House Electronic Subregister System, which is an electronic settlement system for the registration and *transfer* of shareholdings in certain companies.

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

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

confirmation means a form of notification of trade in any *securities* that is acceptable to *us* including, without limitation, a *contract note* from a broker.

contract note means a notification of trade or a request for trade that is acceptable to *us*.

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

controlling person/beneficial owner refers to an individual(s) that directly or indirectly owns a legal interest in the *entity* of 25% or more and/or exercises actual effective control over the *entity*, whether from an economic or other perspective such as through voting rights. In addition, in the case of a *trust*, a *controlling person/beneficial owner* includes the settlor(s), trustee(s), appointer(s), protector(s), beneficiary(ies) or

classes of beneficiaries and in the case of an *entity* other than a *trust*, the term includes *persons* in equivalent or similar positions.

corporate action in relation to any issuer of *securities* means any act, matter or thing (whether voluntary or not) which affects or might affect the ownership of, the rights in, or distributions under, the *securities*, including any compulsory acquisition of those *securities* (including following a takeover of the relevant corporation) or a return of capital on those *securities* or any event that we determine to be similar in effect to any of these events

Corporations Act means the *Corporations Act 2001* (Cth).

Corporations Regulations means the *Corporations Regulations 2001* (Cth).

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*.

credit limit means the maximum amount *we* are prepared to lend to the *borrower* under the *facility*, as varied from time to time.

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.

documents means the BT Margin Lending Product Disclosure Statement, the *application form* or *application forms*, this agreement, each *mortgage*, each *guarantee*, any *sponsorship agreement* relating to any of the *mortgaged property* and any document connected with them.

electronic equipment may include a terminal, computer, television, mobile phone and telephone.

enforcement expenses means any amount *we* reasonably spend or incur in relation to:

- (a) *the enforcement* of *our security* or exercise of *our powers* under the *facility* or any *mortgage* or any *guarantee* of the *facility*; and
- (b) any property over which that *security* operates, including amounts claimed against *us* or *our officers/representatives* relating to that property.

This includes, but is not limited to, costs of collection activity and legal costs.

enforcement proceedings means a person;

- (a) starting proceedings in a court to recover a debt or to recover possession of property the security of a *security interest*;

- (b) otherwise enforcing a *security interest* by taking possession of property (or taking steps to do so) or exercising a power of sale;
- (c) applying to a court to appoint a provisional liquidator; or
- (d) enforcing a judgment against another person or their assets.

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

event of default has the meaning in clause 31.

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

fixed rate means an interest rate which *we* agree is fixed for a period offered by *us* and selected under the *facility*.

fixed rate period means for a *loan* with a *fixed rate*, the period offered by *us* and selected under the *facility*.

future security means:

- (a) 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*;
- (b) all *securities* which are held with the *sponsor* under the *sponsorship agreement*;
- (c) all *securities* which are held by the *nominee* on behalf of the *security provider*;
- (d) all *deposited documents* or anything else *we* agree to accept as *mortgaged property*;
- (e) all *securities* a *security provider* transfers to *us* or a *person* *we* nominate;
- (f) all *securities* *we* specify in an *identification notice* that a *security provider* does not reject within the time specified in clause 11.2;
- (g) all money on deposit in any *cash management account*; and
- (h) any *securities* held in a *platform arrangement* where the *Operator* has acknowledged *our mortgage*,

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

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

global nominee deed means the deed so entitled entered into between *us* and the *nominee* or, where *we* appoint another *entity* as *nominee*, the document under which *we* appoint that other *entity* as *nominee*.

guarantee means a guarantee given by a *guarantor* of the *borrower's* obligations under the *facility*.

guarantor means any *person* who has given a *guarantee* of the *facility*.

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

Holder means the relevant holder of a *HIN*.

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

holder record lock has the same meaning as 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 same meaning as 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*), bankrupt, 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.

increase in our credit risk means *our* credit risk increases if there's a material increase in the risk that:

- *you* or a *security provider* might not comply with *your* obligations to *us*, or
- *we* might not be able to fully recover from the *mortgaged property* everything *you* or a *security provider* owe *us* under any *mortgage* provided to *us*.

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, and for *you* to send information and instructions to *us* electronically, in relation to the *facility* or other matters *we* specify.

lending criteria means *our* credit criteria and any requirements of the *Corporations Act*, Anti-Money Laundering and Counter-Terrorism Financing requirements and any other applicable law from time to time.

listed means listed by *ASX* unless otherwise agreed by *us*.

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.

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

loan balance means, at any time, the difference between all amounts credited and all amounts debited to the *loan account* at that time and, except for the purposes of clause 4, including any amount that we are obliged to lend to *you* but have not yet made available to *you*. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned up to and including that day.

loan to value ratio means, with respect to a *security*, the percentage applicable to the *security* which we determine and can change without notice in *our* 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*.

loss includes any expense, costs, increased costs, liability, claims, damages, fees, taxes, duties, penalties, interest, legal costs (on a full indemnity basis), judgment, or other *loss*. Unless the *loss* is specified to be direct, it includes consequential, punitive, special or indirect loss (including losses of profits and revenue).

management agreement means any agreement between *us* and any administrator or trustee of any trust in connection with which *you* or the *nominee* hold a *trust account*.

margin call has the meaning as set out in clause 8.1.

margin call contact means a person appointed to receive *margin calls* on behalf of the *borrower*.

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

managed investment scheme has the meaning given to it in the *Corporations Act*.

mortgage means:

- (a) the mortgage created in Part 2 of this agreement; and
- (b) any mortgage created by a *security provider* containing terms similar to Part 2 of this agreement and which we nominate as a *mortgage* by notice to *you*.

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

National Credit Code means Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth).

National Credit Code purpose means:

- (a) personal, domestic or household purposes, or
- (b) to purchase, renovate or improve residential property for investment purposes, or
- (c) to refinance credit that has been provided wholly or predominantly to purchase, renovate or improve residential property for investment purposes, or

(d) any other purpose that is regulated under the *National Credit Code*.

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*;
- (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 financial 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*.

nominee means BT (Queensland) Pty Limited ABN 49 009 818 875 (acting in its capacity as nominee under this agreement) or such other nominee as allowed by *us* at *our* discretion.

Operator means the responsible entity, operator, administrator, fund manager or equivalent entity in respect of a *platform arrangement*.

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*.

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

platform arrangement means any form of managed investment scheme, master trust, wrap account, investor directed portfolio service, managed account or similar arrangement.

PPSA means the Personal Property Security Act 2009.

present value of a payment is determined using a series of discount factors which align with each of the payment dates for the remainder of the *fixed rate period* for the *loan*. Discount factors are calculated using the wholesale market rates as determined by clause 4A.4.

procedures has the meaning given that term in the operating rules of the *ASX* or an approved stock exchange.

receiver means receiver or receiver and manager.

Regular Gearing CMA means a *cash management account* opened in conjunction with a regular gearing arrangement.

representative means a *nominated financial adviser*, *authorised representative*, government authority or other *person* we reasonably believe has authority to represent a *person*.

securities means those:

- (a) shares, stocks, investment contracts, or other interests in the capital of a corporation or collective securities investment vehicle, including depositary shares or receipts, or any warrant, option (exchange-traded or otherwise) or other derivative in relation to part or all of such an interest;
- (b) debentures, debenture stock, bonds, notes, convertible notes, units, warrants or other financial products created, issued or granted by any corporation, government, unincorporated body or other *person*;
- (c) units in any trust;
- (d) options to purchase, sell, subscribe for or acquire any of the foregoing;
- (e) other securities within the meaning of section 92(1) of the *Corporations Act*;
- (f) futures contracts within the meaning of section 72 of the *Corporations Act*; and
- (g) any other property, including money on deposit;

which are included in the *acceptable securities list* applicable to the *facility*, or which are considered by *us* in *our* discretion at any time to form part of the *mortgaged property*. In the case of jointly owned assets, *securities* includes the particular interest held in the asset by any one joint owner.

security interest means any security or encumbrance of any kind for the payment of money or performance of obligations (including a mortgage, charge, lien, pledge, trust or power) or any *guarantee* or indemnity.

security provider means those of *you* and each *third party security provider* that provide a *security interest* to *us* in connection with the *facility* and in the case of joint ownership refers to either joint owner as the case may be.

Settlement Rules means the settlement rules of *ASX Settlement*.

small business has the meaning given to it in the Banking Code of Practice.

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 7.

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

Standard CMA means a *cash management account* other than a *Regular Gearing CMA*.

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.

third party means a *person* who provides a *security interest* for the *borrower's* obligations 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*.

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

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

trust account, in connection with an interest *you* have in a trust, means an account established and maintained by the trustee or administrator of the trust in *your* name or in the name of the *nominee* on *your* behalf which evidences the value and nature of *your* interest in that trust.

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 *loan to value ratio*, which *we* can change without prior notice in *our* discretion at any time.

we, *us* or *our* means BT Securities Limited ABN 84 000 720 114, *our* successors and assigns.

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

you or *your* means the applicant for the *facility* or any *third party security provider*, as the context requires.

Meaning of words.

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) anything includes the whole and each part of it;
- (d) the words “including”, “for example” or “such as” or similar, when introducing an example, do not limit the meaning of the words to which the example related or examples of a similar kind;

- (e) a *person* includes an individual, a body corporate, an unincorporated association and an authority, and their respective successors and assigns. It includes a *person's* executors and administrators; or
- (f) a requirement for *us* to give *you* a notice or any other information in writing may be done in accordance with clause 42.21

Supplementary Terms for borrowers investing in Westpac BlueChip20.

You have or may acquire an interest in *Westpac BlueChip20* (as defined below).

By signing the Loan Application Form for a *Westpac BlueChip20* margin loan, *you* agree that the terms of the BT Margin Lending Facility Agreement (the 'Facility Agreement') are amended and/or supplemented as follows:

1. Subject to Clause 1.1 of the Facility Agreement, *Praemium* may request a *loan* on *your* behalf under the *facility*.
2. *We* must pay to *Praemium* a drawing in accordance with any authority provided by *you* to *Praemium* in *your* application for an investment in *Westpac BlueChip20*. This includes the initial drawing and the regular monthly drawing.
3. Unless *we* agree otherwise in writing, a *loan* under the Facility Agreement may only be requested to contribute to the acquisition of securities to be held by *Praemium* as responsible entity for *Westpac BlueChip20* or in the name of a custodian appointed by *Praemium*.
4. If a *margin call* is not satisfied within the period specified in Clause 8.4 of the Facility Agreement, *we* may, but are not obliged to, direct *Praemium* to sell some or all of *your* interest in *Westpac BlueChip20* to satisfy the *margin call*. *We* will notify *you* if *we* give such a direction to *Praemium* but any failure to do so does not affect *our* right to give such a direction to *Praemium*. Neither *we* nor *Praemium* are liable for any *loss* incurred by *you* as a result of *us* exercising or not exercising this right or for any delay in any sale made pursuant to this provision.
5. *You* irrevocably authorise *us* to instruct *Praemium* to:
 - (a) sell, realise or otherwise deal with any or all of *your* interest in *Westpac BlueChip20* (or any *securities* held for *you* under *Westpac BlueChip20*) in accordance with the provisions of the Facility Agreement including, without limitation, when *you* have failed to meet a *margin call* or following the occurrence of an *event of default*;
 - (b) pay to *us* (or to anyone *we* direct) the proceeds of any sale, realisation or other dealing of any or all of *your* interest in *Westpac BlueChip20* (or any *securities* held for *you* under *Westpac BlueChip20*) in accordance with the provisions of the Facility Agreement;

- (c) pay to *us* (or to anyone *we* direct) any or all of the cash held or received for *you* under *Westpac BlueChip20* in accordance with the provisions of the Facility Agreement;
- (d) pay to *us* (or to anyone *we* direct) any or all *new rights* or other amounts of whatever nature received in respect of *securities* or other assets held for *you* under *Westpac BlueChip20*; and
- (e) transfer to *us* (or to anyone *we* direct) any *securities* or other assets held for *you* under *Westpac BlueChip20*.

6. *You* authorise *us* to instruct *Praemium* to not sell, realise, dispose of, deal or otherwise apply any *securities* or other assets held for *you* under *Westpac BlueChip20* without obtaining *our* prior written consent.
7. The following clause is added immediately after Clause 15 of the Facility Agreement:

15A. Withdrawals from *Westpac BlueChip20*.

- 15A.1 If *you* want to withdraw or transfer the whole or any part of *your* investment in *Westpac BlueChip20*, *you* must provide *us* with a written request (*Withdrawal Request*) from *you* to *Praemium* detailing the proposed withdrawal.
- 15A.2 *We* may refuse to process a *Withdrawal Request* for part of *your* investment if it would result in a *margin call*.
- 15A.3 If *you* want to withdraw or transfer the whole of *your* investment in *Westpac BlueChip20*, *you* must first repay to *us* the *amount outstanding* under the Facility Agreement or make acceptable alternative arrangements with *us* to do so.
8. *We* acknowledge and agree that *your* investment in *Westpac BlueChip20* may be dealt with by *Praemium* in accordance with the terms of the *Westpac BlueChip20* product disclosure statement.
9. *You* agree to pay all calls, instalments or other moneys which are payable in respect of *your* interest in *Westpac BlueChip20*. If *you* fail to do so, *we* may do so on *your* behalf but *we* are not obliged to do so. Any such payment by *us* will be deemed to be a borrowing by *you* under the *facility* and form part of the *amount outstanding* under the Facility Agreement but does not constitute a waiver by *us* of *your* obligations under the Facility Agreement.
10. Clause 28.1 of the Facility Agreement is amended by adding the following at the end:
 - (m) *you* or *your* professional adviser are aware that taxation comments in the *Westpac BlueChip20* product disclosure statement are premised on the basis that:
 - (i) the investor is effectively treated as holding their underlying investments in *Westpac BlueChip20* for ordinary income and capital gains tax purposes;
 - (ii) in 2004, the ATO released a draft public ruling (TR 2004/D25) which cast some

- doubt on whether, under existing statute and case law; this will be the case for investors in all circumstances;
- (iii) the ATO has since indicated that this draft ruling will not be finalised pending the Treasury's modernising the taxation of trust income project. The ATO is also seeking legislative amendments to clarify some of the uncertainties relating to absolute entitlement, including issues relating to joint and multiple beneficiaries;
- (iv) on 10 March 2010, the Assistant Treasurer announced a proposed amendment to the tax legislation to clarify the Capital Gains Tax treatment of 'traditional instalment warrants' to provide 'look through' treatment for the holders of instalment warrants and that the new legislation was proposed because the ATO technical interpretation of the current income tax law does not support the 'accepted' practice of an investor having absolute entitlement in an underlying asset that is held on trust solely for the benefit of the investor;
- (v) the explanatory material produced by the ATO was concerned with instalment warrants involving limited recourse borrowings; and
- (vi) as *Westpac BlueChip20* involves a full recourse borrowing, it does not fall within the meaning of instalment warrants as outlined in the explanatory material. However, it is not possible to be certain as to what extent (if any) any future changes in ATO interpretation or legislation could affect *Westpac BlueChip20* until either a final public ruling is issued or the relevant legislative amendments have been passed; and
- (n) neither *we* nor the *nominee* has provided taxation advice to *you* and *you* should seek and rely on *your* own professional taxation advice prior to making any decisions in respect of *your mortgaged property*.
11. Clause 32.1 of the Facility Agreement is amended by adding the following:
- (i) direct *Praemium* to sell any or all of the *mortgaged property* as if it was the owner of the *mortgaged property*.
12. *You* agree that *we* are not responsible for any information or reports provided by *us* to *you* or available on the *Westpac BlueChip20* website in respect of *your* investment in *Westpac BlueChip20* other than to the extent that such information relates to *your* BT Margin Loan Facility.
13. *We* will not act as *your* *sponsoring participant* on *CHESS* in relation to any part of *your* investment in *Westpac BlueChip20*. *CHESS* sponsorship arrangements will be as may be advised in the agreements documenting *your* interest in *Westpac BlueChip20* rather than as documented in the Facility Agreement.
14. Nominee arrangements in relation to *your* interest in *Westpac BlueChip20* will be as may be advised in the agreements documenting *your* interest in *Westpac BlueChip20* rather than as documented in the Facility Agreement.
15. Clause 47 of the Facility Agreement is amended by:
- (a) adding the following definitions in alphabetical order:
- Praemium* means Praemium Australia Limited ABN 92 117 611 784.
- SMA* means the registered managed investment scheme which is known as the Separately Managed Accounts ARSN 114 818 530 of which *Praemium* is the responsible entity.
- Westpac BlueChip20* means interests in the *SMA* which are offered under the product disclosure statement issued by *Praemium* under the name "Westpac BlueChip20".
- (b) adding the following at the end of the definition of *future security*:
- (i) *your* interest in *Westpac BlueChip20*.
16. *You* agree that *Praemium* is a "Recipient" for the purposes of the BT Privacy Statement and other reporting obligations provisions of the BT Margin Lending Application.
17. Interpretation.
- Unless defined in these Supplementary Terms, italicised words have the meaning given them in the Facility Agreement, as amended.

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How to apply for a Westpac BlueChip20 – BT Margin Lending facility (for individual/s or individual/s acting as trustee/s of a trust)

Who can apply for a Westpac BlueChip20 – BT Margin Lending facility

1. Individual or joint individuals, who are Australian residents for tax purposes and reside in Australia and are not holders of a Significant Investor Visa (SIV) (188C).
2. Australian trustees of family, discretionary or testamentary trusts. Charitable trusts are not eligible for a Westpac BlueChip20 – BT Margin Lending facility. If you would like to apply for a BT Margin Loan facility in the capacity of a company or company trustee, please download the Westpac BlueChip20 BT Margin Lending Application form for companies/company trustees at westpac.com.au/bluechip20

Before you apply for a Westpac BlueChip20 – BT Margin Lending facility, all borrowers must read:

1. the Westpac BlueChip20 Product Disclosure Statement;
2. the BT Margin Lending – Margin Loan – Product Disclosure Statement;
3. the Supplementary Terms for borrowers investing in the Westpac BlueChip20, Supplementary risk disclosure statement and the BT Privacy Statement and other reporting obligations;
4. the BT Margin Lending Facility Agreement;
5. the BT Securities Limited Financial Services Guide; and
6. the BT Investment Gearing Cash Management Account Terms and Conditions

These documents are contained within this booklet or they can be downloaded from westpac.com.au/bluechip20 You can also phone our BT Customer Relations Consultants on **1800 816 222** for more information.

How to complete this Loan Application

1. This Loan Application contains mandatory and additional optional sections to complete. The optional sections are dependent on your applicant type and how you would like to set up your Westpac BlueChip20 – BT Margin Lending facility.
2. The checklists below will assist you to complete the Loan Application Form accurately. You may care to mark the relevant sections as you go to ensure that you are accurately completing the form and that you are providing any additional attachments required to support the loan application.
3. Please use BLACK PEN and print in clear CAPITAL LETTERS.

Mandatory sections for completion per applicant type

| Applicant Type | Complete | Description/Comment |
|---|---|--|
| Individual or Joint Individuals | | Westpac BlueChip20 Investment Application |
| | | Westpac BlueChip20 Margin Loan Application for individuals |
| | Section 1 | Individual Applicant Details |
| | Section 3 | Westpac BlueChip20 – BT Margin Lending Facility Details |
| | Section 4 | Individual Applicant Financial Details |
| | Section 5 | Verification of Income (documentation is attached) |
| | Section 6 | Applicant Signing Section |
| | Section 7 | Direct Debit Request |
| Individual(s) acting as trustee(s) of a trust | | Westpac BlueChip20 Investment Application |
| | | Westpac BlueChip20 Margin Loan Application for individuals |
| | Section 1 | Individual Applicant Details |
| | Section 2 | Trust Applicant Details |
| | Section 3 | Westpac BlueChip20 – BT Margin Lending Facility Details |
| | Section 4 | Individual Applicant Financial Details |
| | Section 5 | Verification of Income (documentation is attached) |
| | Section 6 | Applicant Signing Section |
| | Section 7 | Direct Debit Request |
| | Appendix D | Solicitor's Trust Opinion |
| | Original certified copy of Trust Deed is attached | |

Additional sections that may need to be completed by all applicants

| If you are: | Complete | Other information/comment |
|--|------------|---|
| <input type="checkbox"/> Nominating a Financial Adviser who has introduced you to this Westpac BlueChip20 – BT Margin Lending facility | Appendix B | Your financial adviser must hold a valid Australian Financial Services Licence (AFSL). You may also consider whether you would like to nominate your financial adviser to act as your Authorised Representative for your Westpac BlueChip20 – BT Margin Lending facility, in Section B of this form. |
| <input type="checkbox"/> Nominating another person to be your Authorised Representative on your Westpac BlueChip20 – BT Margin Lending facility | Appendix C | Your nominated Authorised Representative must be an Australian resident for tax purposes and reside in Australia. |
| <input type="checkbox"/> You are not an existing Westpac customer and need to be identified to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 requirements | Appendix E | All applicants, authorised representatives and beneficial owners, who are not existing Westpac customers, must provide original certified copies of prescribed identification documents. |
| <input type="checkbox"/> BT Investment Gearing Cash Management Account (BT IGCMA) Terms and Conditions | Appendix F | All applicants must ensure that they read these Terms and Conditions. |
| <input type="checkbox"/> A resident of the State of Tasmania | | You must register a power of attorney in a form acceptable to us with the Land and Titles Office situated at Level 1, 134 Macquarie Street, Hobart, prior to sending your Loan Application Form to BT Margin Lending. You may download this Power of Attorney form from our website westpac.com.au/bluechip20 |

Submitting your Loan Application Form

When finished, you can scan your completed Application Form and any required Appendices/attachments and email them to marginlending@btfinancialgroup.com.au. This has the effect of fast-tracking your Application's approval process.

Please note however, that we do not accept electronic signatures and your facility will **not be activated until the original signed Application Form and Appendices/attachments are received by us. Please send them to:**

**BT Margin Lending
GPO Box 3917
Sydney NSW 2001**

Approval of your Westpac BlueChip20 – BT Margin Lending facility

Please note that all applications are subject to our approval.

BT Margin Lending is committed to responsible lending practices and conducts a comprehensive assessment process which includes reporting body checking and affordability verification. To enable us to do this we ask you to provide the financial information and supporting documentation to verify your income in Sections 4 and 5 respectively.

BT Margin Lending will contact you or your nominated financial adviser (where applicable) to notify you of the decision and/or any additional information and conditions.

If we approve your application for a Westpac BlueChip20 – BT Margin Lending facility, we will email you a Welcome Pack and your login details to the secure Westpac BlueChip20 online reporting website which will allow you to monitor your investment and margin loan 24 hours a day, 7 days a week.

Questions

If you have any questions regarding completing the Loan Application Form or the loan approval process, and:

| You are the applicant: | You are the nominated financial adviser: |
|---|---|
| <ul style="list-style-type: none"> Call BT Customer Relations Consultants on 1800 816 222 Email us at client.marginlending@btfinancialgroup.com | <ul style="list-style-type: none"> Call BT Adviser Relations Consultants on 1800 671 409 Email us at adviser.marginlending@btfinancialgroup.com |

Phone lines are available Monday to Friday, 8.00am to 6.30pm Sydney time

Westpac BlueChip20

– BT Margin Lending Loan Application

(for individual/s or individual/s acting as trustee/s of a trust)

Complete this form using **black pen** – print in clear **CAPITAL LETTERS**

For a Loan Application consisting of more than two individual applicants, complete an additional Loan Application and attach a letter confirming all applicants to the Westpac BlueChip20 – BT Margin Lending facility.

1. INDIVIDUAL APPLICANT DETAILS

This section is to be completed by individual borrowers. This includes individual trustee borrowers.

1A. INDIVIDUAL APPLICANT 1 – PERSONAL DETAILS

Type of applicant

Individual Applicant 1 Individual Trustee Applicant 1

Title

Mr Mrs Miss Ms Other

Given name(s) (include first and middle names)

Surname

Alternate Names (if any)

Date of birth (dd/mm/yyyy) Driver licence number State of issue

| | | |
|-----|--|--|
| / / | | |
|-----|--|--|

Marital status

Single Married Divorced Widowed De facto

Number of dependants

Home phone number

Mobile phone number

Work phone number

Email address (BT may elect to email correspondence to you)

Current residential address (a PO Box is not acceptable)

State Postcode

Time at current residential address Years Months

| | | |
|--|--|--|
| | | |
|--|--|--|

Current residential status

Own Mortgage Rent

Other Specify

Previous residential address (if less than 2 years at current address)

State Postcode

Time at previous residential address

Years Months

| | | |
|--|--|--|
| | | |
|--|--|--|

Mailing address (write 'AS ABOVE' if the same as your current residential address. We may use this address for future correspondence, including for CHES purposes)

State Postcode

You authorise us to give any notice or communication we require under the facility to any one or more of the above current contact addresses, as amended by you in writing to us from time to time.

Are you an existing Westpac customer?

No To meet our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, we must identify our customers before we provide a service. Refer to Appendix E (Proof of Identification) for a list of acceptable documentation and eligible certifiers.

Yes Give details below. **Note:** the name of the account must be the same name you have provided.

Westpac Customer Number

OR

BSB number

Account number

Account name

BT USE ONLY

Agreement

Product BC20

Other info

Have you already provided us with your Foreign Tax Residency information?

Yes Please note that in instances where we cannot substantiate this from our records, we will contact you for more information.

No The below question is mandatory and must be completed. Please refer to Section 8 of this Loan Application Form for more information.

Are you a tax resident of any other country outside of Australia?

Yes No

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)

Reason 1 Reason 2 Reason 3

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)

Reason 1 Reason 2 Reason 3

If you have additional countries of which you are a Foreign Tax Resident, please photocopy this section, provide the additional details and attach to this Loan Application Form.

1B. INDIVIDUAL APPLICANT 1 – EMPLOYMENT DETAILS

Give details of your main employment only. Attach details of additional employment.

Current employment status

Full-time Part-time Casual/temporary/contractor

Self-employed Other Specify

Occupation (if self-employed, describe nature of business)

Industry Description

Industry Code (if known)

Current employer's name or full business name if you are self-employed/sole trader

Time with current employer/business Years Months

Current employer's address or principal place of business if you are self-employed/sole trader (a PO Box is not acceptable)

| | |
|----------------------|----------|
| <input type="text"/> | |
| <input type="text"/> | |
| State | Postcode |

Tax file number (TFN)[†]

Australian Business Number (ABN)[†]
(self-employed/sole trader applicants only)

Previous employment details
(if less than 2 years with current employer)

Previous employer's name or full business name if you were self-employed/sole trader

Time with previous employer/business Years Months

Position held with this employer

1C. INDIVIDUAL APPLICANT 2 – PERSONAL DETAILS

Type of applicant

Individual Applicant 2 Individual Trustee Applicant 2

Title

Mr Mrs Miss Ms Other

Given name(s) (include first and middle names)

Surname

Alternate Names (if any)

Date of birth (dd/mm/yyyy)

Driver licence number

State of issue

Marital status

Single Married Divorced Widowed De facto

Number of dependants

Home phone number

Mobile phone number

Work phone number

Email address (BT may elect to email correspondence to you)

| |
|--|
| |
| |

Current residential address (a PO Box is not acceptable)
(write 'SAME' if the same as Applicant 1's residential address)

| | | |
|-------------------------------------|----------|--------|
| | | |
| | | |
| State | Postcode | |
| Time at current residential address | Years | Months |

Current residential status

| | | |
|--------------------------------|-----------------------------------|-------------------------------|
| Own <input type="checkbox"/> | Mortgage <input type="checkbox"/> | Rent <input type="checkbox"/> |
| Other <input type="checkbox"/> | Specify <input type="text"/> | |

Previous residential address (if less than 2 years at current address)

| | | |
|--------------------------------------|----------|--------|
| | | |
| | | |
| State | Postcode | |
| Time at previous residential address | Years | Months |

Mailing address (write 'AS ABOVE' if the same as your current residential address or 'SAME' if the same as Applicant 1's mailing address. We may use this address for future correspondence, including for CHES purposes)

| | |
|-------|----------|
| | |
| | |
| State | Postcode |

You authorise us to give any notice or communication we require under the facility to any one or more of the above current contact addresses, as amended by you in writing to us from time to time.

Are you an existing Westpac customer?

| | |
|------------------------------|--|
| No <input type="checkbox"/> | To meet our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, we must identify our customers before we provide a service. Refer to Appendix E (Proof of Identification) for a list of acceptable documentation and eligible certifiers. |
| Yes <input type="checkbox"/> | Give details below. Note: the name of the account must be the same name you have provided above. Westpac Customer Number <input type="text"/> OR BSB number <input type="text"/> Account number <input type="text"/> Account name <input type="text"/> |

Have you already provided us with your Foreign Tax Residency information?

Yes Please note that in instances where we cannot substantiate this from our records, we will contact you for more information.

No The below question is mandatory and must be completed. Please refer to Section 8 of this Loan Application Form for more information.

Are you a tax resident of any other country outside of Australia?

Yes No

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)

Reason 1 Reason 2 Reason 3

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)

Reason 1 Reason 2 Reason 3

If you have additional countries of which you are a Foreign Tax Resident, please photocopy this section, provide the additional details and attach to this Loan Application Form.

1D. INDIVIDUAL APPLICANT 2 – EMPLOYMENT DETAILS

Give details of your main employment only. Attach details of additional employment.

Current employment status

| | | |
|--|---|--|
| Full-time <input type="checkbox"/> | Part-time <input type="checkbox"/> | Casual/temporary/contractor <input type="checkbox"/> |
| Self-employed <input type="checkbox"/> | Other <input type="checkbox"/> Specify <input type="text"/> | |

Occupation (if self-employed, describe nature of business)

Industry Description

Industry Code (if known)

Current employer's name or full business name if you are self-employed/sole trader

Time with current employer/business

Years

Months

Current employer's address or principal place of business if you are self-employed/sole trader (a PO Box is not acceptable)

Form with three rows and labels 'State' and 'Postcode' at the bottom.

Tax file number (TFN) †

Single row text input field.

Australian Business Number (ABN) † (self-employed/sole trader applicants only)

Single row text input field.

Previous employment details (if less than 2 years with current employer)

Form with sections: 'Previous employer's name or full business name if you were self-employed/sole trader', 'Time with previous employer/business' (with 'Years' and 'Months' sub-fields), and 'Position held with this employer'.

2. TRUST APPLICANT DETAILS

2A. NAME AND TYPE OF TRUST

Full name of trust (e.g. Mr John Citizen as trustee for the Citizen Family Trust)

Form with three rows for the full name of the trust.

Business/Trading As Name(s) (if any)

Single row text input field.

Full business name (if any) of the trustee in respect of the trust

Single row text input field.

Industry Description

Single row text input field.

Industry Code (if known)

Single row text input field.

Registered address of the trust (if any) (not a PO Box)

Form with three rows and labels 'State' and 'Postcode' at the bottom.

Full address of the trust's principal place of business (a PO Box is not acceptable)

Form with three rows and labels 'State' and 'Postcode' at the bottom.

Full name(s) of the trustee(s) of the trust (all trustees to complete section 1 of this form)

Form with three rows for trustee names.

Full name of Settlor of the Trust (not applicable for Testamentary Trusts)

Single row text input field.

Date of trust deed (dd/mm/yyyy) State/Territory of establishment

Form with date input (dd/mm/yyyy) and state/territory input.

Tax file number (TFN) †

Single row text input field.

Australian Business Number (ABN) †

Single row text input field.

Type of trust

Form with checkboxes for 'Discretionary (including family trusts)', 'Testamentary', and 'Other Specify' with a text input field.

Contact address of the trustee (a PO Box is not acceptable)

Form with three rows and labels 'State' and 'Postcode' at the bottom.

Name of contact person

Single row text input field.

Daytime contact number

Form with a phone number input field () ()

Email address

Form with two rows for email address.

You authorise us to give any notice or communication we require under the facility to any one or more of the above current contact addresses, as amended by you in writing to us from time to time.

Has the trust already provided us with its Foreign Tax Residency information?

Yes Please note that in instances where we cannot substantiate this from our records, we will contact you for more information.

No The below question is mandatory and must be completed. Please refer to Section 8 of this Loan Application Form for more information.

Is the trust a tax resident of any other country outside of Australia?

Yes No

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)

Reason 1 Reason 2 Reason 3

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)

Reason 1 Reason 2 Reason 3

If there are additional countries of which the trust is a Foreign Tax Resident, please photocopy this section, provide the additional details and attach to this Loan Application Form.

2B. BENEFICIARY DETAILS

Do the terms of the trust identify the beneficiaries by reference to membership of a class?

No Go to next question

Yes Give details of the membership class(es) (e.g. Class A, Class B, Class C, Primary, Secondary, Tertiary)

Number of beneficiaries

Full name of beneficiaries

| |
|----|
| 1. |
| 2. |
| 3. |
| 4. |

If there are more than four beneficiaries, please photocopy and complete this section for the additional beneficiaries and attach it as an additional sheet to your Loan Application.

2C. BENEFICIAL OWNER DETAILS

Are there any Individuals who have not already been captured as Trustees who are acting in the capacity of a beneficial owner?

A beneficial owner is any individual who has ownership (directly or indirectly) or has control (directly or indirectly) of the Trust. Control includes the capacity to influence the way in which the trust conducts its affairs, including by having the ability to determine decisions about the trust's financial and operating policies. This includes but is not limited to beneficiaries (who hold 25% or more beneficial interest in the trust property) and the appointer who has the power to appoint or remove trustees of the trust.

No Go to next question

Yes Please complete the details below

Where there are more than two beneficial owners, please photocopy this section and provide additional details.

1 Title

Mr Mrs Miss Ms Other

Given name(s) (include first and middle names)

Surname

Alternate Names (if any)

Date of birth (dd/mm/yyyy)

Residential address (a PO Box is not acceptable)

State

Postcode

Are you an existing Westpac customer?

No To meet our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, we must identify our customers before we provide a service. Refer to Appendix E (Proof of Identification) for a list of acceptable documentation and eligible certifiers.

Yes Give details below. **Note:** the name of the account must be the same name you have provided.

Westpac Customer Number

OR

BSB number

Account number

Account name

Have you already provided us with your Foreign Tax Residency information?

Yes Please note that in instances where we cannot substantiate this from our records, we will contact you for more information.

No The below question is mandatory and must be completed. Please refer to Section 8 of this Loan Application Form for more information.

Are you a tax resident of any other country outside of Australia?

Yes No

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)
 Reason 1 Reason 2 Reason 3

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)
 Reason 1 Reason 2 Reason 3

If you have additional countries of which you are a Foreign Tax Resident, please photocopy this section, provide the additional details and attach to this Loan Application Form.

2 Title

Mr Mrs Miss Ms Other

Given name(s) (include first and middle names)

Surname

Alternate Names (if any)

Date of birth (dd/mm/yyyy)

Residential address (a PO Box is not acceptable)

State Postcode

Are you an existing Westpac customer?

No To meet our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, we must identify our customers before we provide a service. Refer to Appendix E (Proof of Identification) for a list of acceptable documentation and eligible certifiers.

Yes Give details below. **Note:** the name of the account must be the same name you have provided.

Westpac Customer Number

OR

BSB number

Account number

Account name

Have you already provided us with your Foreign Tax Residency information?

Yes Please note that in instances where we cannot substantiate this from our records, we will contact you for more information.

No The below question is mandatory and must be completed. Please refer to Section 8 of this Loan Application Form for more information.

Are you a tax resident of any other country outside of Australia?

Yes No

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)
 Reason 1 Reason 2 Reason 3

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)
 Reason 1 Reason 2 Reason 3

If you have additional countries of which you are a Foreign Tax Resident, please photocopy this section, provide the additional details and attach to this Loan Application Form.

3. WESTPAC BLUECHIP20 – BT MARGIN LENDING FACILITY DETAILS

3A. CREDIT LIMIT

What credit limit you would like to apply for?

Minimum credit limit \$20,000

Please ensure that the Credit Limit you apply for is sufficient to cover anticipated loan advances, regular gearing loan draw down amounts and any interest to be capitalised. The Credit Limit that you apply for will be assessed against your income and financial details which we ask you to provide in Section 4. In some instances, we may approve a lower Credit Limit than what you have requested above.

3B. INTEREST RATE PAYMENT OPTIONS

If this Loan Application is approved your Westpac BlueChip20 – BT Margin Lending facility will be established on a variable interest rate basis. However, you have the option of selecting a fixed interest rate at any time after approval. The minimum loan balance that can be fixed is \$20,000.

For further information regarding fixed interest rate lending and to view current interest rates, please phone our Customer Relations Consultants on **1800 816 222**.

How do you wish to pay your **variable rate** interest?

If you do not select a payment option, your variable rate interest will automatically be capitalised to your Westpac BlueChip20 – BT Margin Lending facility subject to the terms of that facility.

- Direct debit my bank account.
Please make sure you also complete Section 7 – Direct Debit Request form
- Capitalise to my loan
You must ensure that sufficient funds available are maintained in your account and that your account is operating within the approved Credit Limit.

3C. MARGIN CALL CONTACT

You will be the margin call contact for your BT Margin Loan.

We will send margin call notices to one or more of the contact details provided by you in Section 1 of the Loan Application Form or such alternative details as you advise us from time to time and we update onto our systems.

It is your responsibility to keep your nominated margin call contact details up to date at all times.

Margin call contact details

You may select email and/or SMS as contact options. Electronic notices under this BT Margin Loan will be sent to the mobile phone number and email address provided by Applicant 1 in this Loan Application Form.

You do however, have the option here of providing additional mobile phone numbers and email addresses, for the purpose of receiving margin call notices.

Additional mobile phone/s

Additional email address/es

Preferred contact method for margin call

- SMS to all mobile phone numbers provided by me/us
- Email to all email addresses provided by me/us
- SMS and email to all mobile phone numbers and email addresses provided by me/us

Declaration

By signing below, I/we agree that BT Margin Lending is authorised to send margin call notices to each mobile phone/email address as indicated above.

Signature of **Applicant 1**

Date

Full name of **Applicant 1**

Signature of **Applicant 2**

Date

Full name of **Applicant 2**

3D. BT INVESTMENT GEARING CASH MANAGEMENT ACCOUNT (BT IGCMA)

Regular gearing is only available in conjunction with a BT Investment Gearing Cash Management Account (BT IGCMA). You should read the BT IGCMA Terms and Conditions (attached as Appendix F in this Application booklet) which set out the basis upon which BT (Queensland) Pty Limited (the Nominee) will open and hold a BT IGCMA on your behalf to facilitate your regular gearing payments only. You will not be able to transact on this account for any other purpose.

You will receive a separate BT IGCMA statement every month.

Further details as to how this account will operate in conjunction with your Westpac BlueChip20 BT Margin Loan are provided in Section 7 – Direct Debit Request.

4. INDIVIDUAL APPLICANT FINANCIAL DETAILS

This section is to be completed by all individual borrowers. This includes individual trustee borrowers.

BT Margin Lending is committed to responsible lending practices and as such conducts a comprehensive loan assessment process which includes reporting body checking and affordability verification to determine an applicant's capacity to repay the facility. Please complete this section accurately and provide supporting income verification documentation as described in Section 5.

4A. INCOME DETAILS

| Income type | Applicant 1 | Applicant 2 |
|--------------------------------|-------------|-------------|
| Gross annual salary | \$ | |
| Bonus, overtime and allowances | \$ | |
| Other investment income | \$ | |

4B. STATEMENT OF FINANCIAL POSITION – ASSETS & LIABILITIES

| Assets ¹ | Value | Percentage ownership | |
|-----------------------------|-------|----------------------|-------------|
| | | Applicant 1 | Applicant 2 |
| Residence | \$ | % | % |
| Investment Property/ies | \$ | % | % |
| Cash at bank | \$ | % | % |
| Shares/investment portfolio | \$ | % | % |
| Other (please list) | \$ | % | % |

| Liabilities ¹ | Description | Limit ² | Outstanding balance | Monthly payments | Percentage ownership | |
|--|------------------------|--------------------|---------------------|------------------|----------------------|-------------|
| | | | | | Applicant 1 | Applicant 2 |
| Home loan (non-deductable) | Lender: | \$ | \$ | \$ | % | % |
| Investment loans (deductable) | Type of loan & lender: | \$ | \$ | \$ | % | % |
| Rent/board | | | | \$ | % | % |
| Credit Cards | Lender: | \$ | \$ | \$ | % | % |
| Other loans | Type of loan & lender: | \$ | \$ | \$ | % | % |
| Aggregate Living Expenses ³ | | | | \$ | | |

- Attach details if there is insufficient space.
- For line of credit or overdraft facilities, this is your approved limit. For home loan redraw facilities, this is your current loan balance plus funds available for redraw.
- Applicants are required to declare all personal fixed and variable monthly personal household expenses that will continue after this loan is granted.
Some examples of fixed expenses include groceries, transport, petrol, utilities, rates, clothing, etc.
Some examples of variable expenses include education costs, childcare fees, insurance including car, Compulsory Third Party, home and contents, health, income protection, mobile phone, internet, pay TV, gym membership, cleaner, holidays, etc.
For joint applicants, the total aggregate living expenses are to be recorded. Where a spouse/defacto partner is not an applicant, the entire household expenses are to be assigned to the applicant.

Where you have listed a margin loan in your expenses above, will this Westpac BlueChip20 loan, be used to refinance the above facility?

| |
|---|
| No <input type="checkbox"/> |
| Yes <input type="checkbox"/> Please ensure you also complete a Loan Refinance form and attach it to this Loan Application form. |

4C. MAIN SOURCE OF FUNDS

What are the main sources of funds to be used to purchase shares or securities at the start and during the life of the loan?
(All applicants must complete this section).

| Main Source of Funds <i>Please select from the following options by placing a tick in the appropriate categories. Multiple selections can be made.</i> | Applicant 1 | Applicant 2 | Trust Applicant |
|---|-------------|-------------|-----------------|
| Salary/wages | | | |
| Commission | | | |
| Bonus | | | |
| Business income/earnings | | | |
| Business profits | | | |
| Rental income | | | |
| Investment income/earnings | | | |
| Corporate investment earnings | | | |
| Superannuation/pension | | | |
| Loan | | | |
| External investment/company injection | | | |
| Insurance payment | | | |
| Compensation payment | | | |
| Government benefits/grant | | | |
| Sale of assets | | | |
| Liquidation of assets | | | |
| Mergers and Acquisitions | | | |
| Redundancy | | | |
| Inheritance | | | |
| Gift/Donation | | | |
| Windfall | | | |
| Tax Refund | | | |
| Controlled money account | | | |
| Other sources <i>(please list)</i> | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

What will be your initial equity contribution for this loan?

\$

Will you be using a new or existing loan to fund part or all, of your initial equity contribution?

No

Yes *Please provide a copy of the loan approval documentation from your lender and ensure that your loan amount and repayments are recorded in your Liabilities above.*

4D. MAIN SOURCE OF WEALTH

What is your main source of wealth (i.e. your accumulated net worth)?
(All applicants must complete this section).

| Main Source of Wealth <i>Please select from the following options by placing a tick in the appropriate categories. Multiple selections can be made.</i> | Applicant 1 | Applicant 2 | Trust Applicant |
|--|-------------|-------------|-----------------|
| Employment income/earnings | | | |
| Redundancy | | | |
| Business income/earnings | | | |
| Business profits | | | |
| Investment income/earnings | | | |
| Corporate investments earnings | | | |
| Rental income | | | |
| Superannuation/pension | | | |
| Insurance payment | | | |
| Compensation payment | | | |
| Government benefits | | | |
| Own real estate/property | | | |
| Sale of assets | | | |
| Liquidation of assets | | | |
| Mergers and Acquisitions | | | |
| Inheritance | | | |
| Gift/Donation | | | |
| Windfall | | | |
| Controlled money account | | | |
| Other sources <i>(please list)</i> | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |

5. VERIFICATION OF INCOME

This section is to be completed by individual applicants and individual trustee applicants. All documentation required must be original, or a copy of the original.

Please indicate which documents each applicant is attaching to this Credit Limit Increase request to support and verify the main income details provided in Section 4.

BT Margin Lending may request additional information further to the below, where required.

PAYG INCOME

| | | |
|--|--------------------------------------|--------------------------------------|
| Two most recent computerised/electronically produced payslips; OR | Applicant 1 <input type="checkbox"/> | Applicant 2 <input type="checkbox"/> |
| Salary/employment letter dated no more than 6 weeks prior to the date of your Loan Application AND evidence of consistent income amounts regularly deposited to a bank account; OR | Applicant 1 <input type="checkbox"/> | Applicant 2 <input type="checkbox"/> |
| Most recent employment contract AND evidence of consistent income amounts regularly deposited to a bank account; | Applicant 1 <input type="checkbox"/> | Applicant 2 <input type="checkbox"/> |

SELF EMPLOYED/SOLE TRADER INCOME

| | | |
|--|--------------------------------------|--------------------------------------|
| Signed financial statements (balance sheet and profit and loss) of the business for the last 2 years AND tax returns* for yourself and the business for the last 2 years. | Applicant 1 <input type="checkbox"/> | Applicant 2 <input type="checkbox"/> |
|--|--------------------------------------|--------------------------------------|

TRUST INCOME

Please provide the following documents for the trust:

| | |
|---|--------------------------------|
| Signed financial statements (balance sheet and profit and loss) AND tax returns*, both for the last 2 years. | Trust <input type="checkbox"/> |
|---|--------------------------------|

INVESTMENT INCOME

If you earn investment income which you would like to be included in your affordability assessment, please PROVIDE YOUR LATEST TAX RETURN, PLUS any of the following as they apply to you.*

| | | |
|---|--------------------------------------|--------------------------------------|
| Rental income | | |
| The most recent rental statement from the managing real estate agent, confirming amount of gross and net rent, coupled with confirmation that the property is still tenanted (for each property owned). | Applicant 1 <input type="checkbox"/> | Applicant 2 <input type="checkbox"/> |

| | | |
|--|--------------------------------------|--------------------------------------|
| Interest income | | |
| Current investment certificate (not older than 12 months); OR | Applicant 1 <input type="checkbox"/> | Applicant 2 <input type="checkbox"/> |
| Bank statements/passbooks held in the name/s of the applicant/s and confirming amount of investment held and detailed narrative; | Applicant 1 <input type="checkbox"/> | Applicant 2 <input type="checkbox"/> |

| | | |
|---|--------------------------------------|--------------------------------------|
| Dividend income | | |
| Most recent issued dividend advice for each investment held; OR | Applicant 1 <input type="checkbox"/> | Applicant 2 <input type="checkbox"/> |
| Current holding statement evidencing ownership and confirmatory evidence of most recent dividend policy for each investment held. | Applicant 1 <input type="checkbox"/> | Applicant 2 <input type="checkbox"/> |

** After 1 December, it is mandatory to supply the previous 30 June tax returns.*

6. APPLICANT SIGNING SECTION

6A. POWER OF ATTORNEY

1. Without limiting any power of attorney given by me under the BT Margin Lending Facility Agreement (**Facility Agreement**), I appoint BT Securities Limited ABN 84 000 720 114 (the **Lender**) and each person who is at any time authorised by the **Lender** or a related body corporate of the **Lender** to exercise the powers contained in this power of attorney of the **Lender** separately as my attorneys.
2. I agree to approve anything an attorney does under this power of attorney, until this power of attorney is revoked in accordance with its terms and each attorney becomes aware that it has been revoked.
3. I agree that this power of attorney cannot be revoked by me without the written consent of the **Lender**.
4. I give the authorisations, consents and acknowledgments set out in the Loan Application Form attached to this power of attorney.
5. I declare that the information given in the Loan Application Form is correct and that this power of attorney is given for valuable consideration.
6. I declare that the attorneys are authorised to do any act as a result of which a benefit may be conferred on an attorney.
7. An attorney may delegate to another person a power under this power of attorney and may appoint an attorney to act on their behalf, as a sub-attorney.
8. An attorney may, in my name:
 - (a) do everything needed (including completing any blanks) to execute and deliver the **Facility Agreement** and other documents listed in the Schedule in the Signing Section to this power of attorney and any other documents connected with them, and
 - (b) stamp and register at my cost any of the documents listed in the Schedule in the Signing Section to this power of attorney and any other document connected with them.
9. Without limiting clause 8, an attorney may also in my name execute any document or do any act in connection with:
 - (a) any notification to a share registry, **securities** issuer or CHESSE of a change of registration details (including the registered name) of any of my **securities** to correspond with the details advised by me to the **Lender** from time to time,
 - (b) any conversion request form, transfer form or other document, in relation to any **securities** for the purpose of converting or transferring those securities to or from my participant holding with BT (Queensland) Pty Limited ABN 49 009 818 875 (the **Nominee**) or the **Lender** and/or an agent of either of them;
 - (c) any document which relates in any way to my **securities** or **entitlements** that may form part of the **mortgaged property** or that are otherwise related to the **Facility Agreement** including:
 - (i) directions to a company or share registry as to the address for payment of **entitlements**, and
 - (ii) any application for the issue of share certificate or other documents evidencing title pursuant to section 1070D of the Corporation Act in respect of **securities**, and
 - (d) any direction to the **Nominee** as nominee under the **Facility Agreement**, or

- (e) stamping and registering any documents, or
- (f) any instructions to a sponsor of my participant sponsored holding.

10. I declare that:
 - (a) I am the legal owner of the **securities** and **entitlements** that form the part of the **loan portfolio** applicable to me and am entitled to authorise the attorney to act in accordance with this power of attorney, and
 - (b) anything done in exercising the powers given under this power of attorney will be as binding on me and anyone else as if I had done the acts myself, and
 - (c) any person who deals with the 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, or
 - (ii) this power of attorney has not been revoked.
11. I agree to indemnify the attorneys against, and I must therefore pay the attorneys on demand for any loss or costs they suffer or incur in exercising powers under this power of attorney.
12. The meaning of the words printed **like this** and some other important words are explained in the section Meaning of Words and Interpretation section in the **Facility Agreement** or in this power of attorney.
13. I, me, mine and similar terms are references to each person identified as a borrower in the Loan Application Form and executes this power of attorney separately.

Important: Credit Purpose Declaration

By signing the Loan Application Form, the borrower (or individual trustee) declares that any credit to be provided to him/her by the Lender under the facility will not be applied wholly or predominantly for:

- i) personal, domestic or household purposes, or
- ii) to purchase, renovate or improve residential property for investment purposes, or
- iii) to refinance credit that has been provided wholly or predominantly to purchase, renovate or improve residential property for investment purposes.

6B. APPLICANTS SIGNING SECTION

Schedule

- a) The Westpac BlueChip20 – BT Margin Lending **Facility Agreement** between me (possibly together with other borrowers and third party security providers), the Lender and the Nominee.
- b) One or more CHESSE sponsorship agreements substantially in the form set out in the facility agreement relating to securities and entitlements I hold either alone or together with another person.

By signing below, you acknowledge, declare and confirm that:

- you have read and accept the terms of the BT Margin Lending – Margin Loan – Product Disclosure Statement, the BT Margin Lending Facility Agreement (**Facility Agreement**), as set out in the Westpac BlueChip20 BT Margin Loan Application, including the Supplementary Terms for Borrowers investing in Westpac BlueChip20, the Supplementary risk disclosure statement, the BT Securities Limited Financial Services Guide, the CHESSE explanation and the power of attorney conditions,
- you request the Nominee to open a BT Investment Gearing Cash Management Account (BT IGCMA) on your behalf,
- you have read and accept the BT IGCMA Terms and Conditions, (attached as Appendix F in this booklet) and that this BT IGCMA

constitutes a "Regular Gearing CMA" for the purposes of your Westpac BlueChip20 BT Margin Lending Facility Agreement and forms part of the mortgaged property under that facility,

- you accept the risks of margin lending and your obligations if we approve 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 accepted the information under the heading BT Privacy Statement and other reporting obligations in Appendix A, and consent to the collection, use and disclosure of personal information in accordance with the BT Privacy Statement and other reporting obligations. Where you have provided information about another individual (such as a financial adviser), you declare that the individual has been made aware of the fact and the contents of the BT Privacy Statement and other reporting obligations. Where you are a tax resident of a country(ies) other than Australia, you have disclosed this information.
- you grant the Power of Attorney in Section 6A of this Loan Application Form,
- all the information you have provided on this Loan Application Form is true and correct,
- any loan provided to you, as an individual, pursuant to this application will be applied wholly or predominantly for business or investment purposes (or for both purposes),
- you are an Australian resident for tax purposes residing in Australia, and
- you acknowledge receiving a copy of the sponsorship agreement (contained in the Facility Agreement) for your records.

Signature of **Applicant 1**

Date

 / /

Full name of **Applicant 1**

Signature of **Applicant 2**

Date

 / /

Full name of **Applicant 2**

† You are not required by law to provide your TFN or ABN, however if you do not provide one, tax may be deducted from your dividends and distributions at the highest marginal tax rate (plus Medicare levy). 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, ASX Clear, ASX Settlement, or any designated share registry, or current or proposed entity for any purpose relating to securities, dividends or other benefits. Neither we nor the sponsor are under an obligation to make such a disclosure.

7. DIRECT DEBIT REQUEST

This section is mandatory. You must participate in the BlueChip20 Regular Contribution Plan and regular gearing.

7A. AUTHORITY

We will debit or credit the following account according to the Westpac BlueChip20 Investment PDS, the Westpac BlueChip20 BT Margin Loan terms and conditions and your instructions whether they be written, over the telephone or online.

At least one of the account signatories must be a borrower to the Westpac BlueChip20 BT Margin Loan.

I/We give permission that you withdraw funds from my/our account with the following financial institution:

Name of financial institution

Branch name

BSB number

Account number

Account holder's name(s)

7B. INITIAL INVESTMENT AMOUNT

This is the amount you contribute from your nominated bank account plus the amount you borrow (draw down from your Westpac BlueChip20 BT Margin Loan).

| | | |
|---|----|---------------------------|
| Initial contribution <i>Debited from your nominated bank account as nominated in 6A above.</i> | \$ | <i>Minimum is \$2,500</i> |
| Initial loan draw down | \$ | <i>Minimum is \$2,500</i> |
| Total initial investment amount | \$ | |

7C. MONTHLY INVESTMENT

This is the amount you invest every month. Your equity contribution from your nominated bank account on the 15th day of every month, will initially be deposited to your Westpac BlueChip20 BT Margin Loan account. Your total investment amount into your BlueChip20 portfolio, including the loan drawdown amount, will then be deducted from your Westpac BlueChip20 BT Margin Loan and deposited into your BT IGCMA. This combined investment amount will then be transferred to your BlueChip20 portfolio.

| | | |
|---|----|-------------------------|
| Monthly contribution <i>Debited from your nominated bank account on the 15th day of every month.</i> | \$ | <i>Minimum is \$250</i> |
| Monthly loan draw down | \$ | <i>Minimum is \$250</i> |
| Total monthly investment amount | \$ | |

7D. MONTHLY VARIABLE INTEREST

An amount equal to the monthly interest charge on your Westpac BlueChip20 BT Margin Loan will be debited from the nominated account on the first business day of each month. In most instances, this will be a variable sum.

Do you want to direct debit the monthly interest amount?

Yes No

7E. INCOME PAYMENT — OPTIONAL

Use this section if you would like to have your income (interest and dividends) paid to a nominated bank account, your Westpac BlueChip20 BT Margin Loan or to be reinvested.

- Reinvested
- Paid to my Westpac BlueChip20 BT Margin Loan
- Paid to my bank account as nominated in section 7A.
- Paid to my bank account below

Name of financial institution

Branch name

| | |
|----------------------|----------------------|
| BSB number | Account number |
| <input type="text"/> | <input type="text"/> |

Account holder's name(s)

7F. SIGNING SECTION

I/We confirm that I/we am/are the primary account holder or authorised signatory for funds to be deducted from or credited to this nominated bank account through the Bulk Electronic Clearing System.

In addition to the amounts specified by me/us under Debit Instructions above, I/we authorise BT Margin Lending to debit the account with an amount required to pay off the total amount or part of it owing under the Westpac BlueChip20 BT Margin Loan.

I/We acknowledge that this Direct Debit arrangement is governed by the terms given below.

I/We authorise BT Margin Lending to confirm my/our account details with the financial institution above.

| | |
|---|----------------------|
| Signature of Bank Account Holder 1 | Date |
| <input type="text"/> | <input type="text"/> |

Signatory's full name

| | |
|---|----------------------|
| Signature of Bank Account Holder 2 | Date |
| <input type="text"/> | <input type="text"/> |

Signatory's full name

7. DIRECT DEBIT REQUEST *continued*

BT SECURITIES LIMITED ('BTS') DIRECT DEBIT REQUEST SERVICE AGREEMENT (APCA User ID No: 037977)

This agreement sets out the terms on which you have authorised BTS to arrange for amounts payable to BTS to be made by deduction from your account at your Financial institution in accordance with this Direct Debit Request. At least one of the account signatories must be a party to the Westpac BlueChip20 – BT Margin Loan.

Our rights

- Where the drawing date falls on a non business day we will draw the amount on the next business day. If at any point you are uncertain as to when the debit will be processed to your Nominated Bank Account you should contact your Financial Institution.
- We will not change the amount or frequency of drawings without your prior instructions except when we debit the account to recover the total amount or part of it owing under the Westpac BlueChip20 BT Margin Loan.
- We reserve the right to cancel the BTS Direct Debit Plan drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and any monies owing will be added to your loan unless alternate instructions are received.
- You should check your account details provided against a recent statement from your nominated Financial Institution to ensure they are accurate. If you are uncertain about your account details or the availability of the BTS Direct Debit Plan in relation to your account, you should check with your Financial Institution as direct debiting through the Bulk Electronic Clearing System may not be available on all accounts.
- We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential. However, Westpac Banking Corporation may require BTS to provide that information to it in connection with a claim made on it relating to an incorrect or wrongful debit or credit.

Your rights

- You may terminate the BTS Direct Debit Plan drawing arrangements at any time or stop any individual drawing by giving written notice to us or your Financial Institution at least 14 business days prior to the next drawing.
- You may defer or suspend deductions to the BTS Direct Debit Plan for up to 3 months or alter the details of your BTS Direct Debit Plan by giving written notice to us or your Financial Institution at least 10 business days prior to the next drawing.
- If you want to change the drawing amount and/or frequency of your BTS Direct Debit Plan, written notification signed by all signatories to the bank account and who are not the borrowers to the Westpac BlueChip20 BT Margin Loan, must be received by us at least 10 business days prior to the next drawing.
- If you consider that an amount under Debit Instructions above has been initiated incorrectly you should take the matter up directly with us.
- We will give you at least 14 business days notice in writing of any changes to the terms of the drawing arrangements.
- If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting BT Margin Lending on **1800 816 222**. Alternatively, you may direct any claims to your Financial Institution.

Your commitment to us, your responsibilities

- It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.
- It is your responsibility to ensure that the authorisation given to draw on the nominated account, is identical to the account signing instruction held by the Financial Institution where the account is based.
- It is your responsibility to advise us if the account nominated by you under the BTS Direct Debit Plan drawing is transferred or closed.
- It is your responsibility to arrange with us a suitable alternate payment method should:
 - your facility be cancelled as a result of unpaid monies
 - your facility be cancelled by either yourself or your nominated Financial Institution.

Special note: BT Securities Limited ('BTS') Direct Debit Request Service Agreement

If you are not the borrower of the Westpac BlueChip20 – BT Margin Loan, you may not have any control over the operation of the loan, and therefore the amount of interest that will be debited from your bank account or any amount that is debited to pay off the total amount or part of it owing under the Westpac BlueChip20 BT Margin Loan. The size of the loan may vary and BTS will not advise you if the borrower varies the size of the loan.

Additionally in order to verify your signature, you may be required to submit a copy of your Drivers Licence or Passport that has been certified by a Justice of the Peace or Solicitor. If you would like to link additional bank accounts to the loan complete a separate Direct Debit Request form for each bank account. These forms are available on bt.com.au

8. FOREIGN TAX RESIDENCY INFORMATION

If the Individual or Entity is a tax resident of any other country outside of Australia, please indicate the country(ies) in which they are a resident for tax purposes and each country's associated Tax Identification Number (TIN)*.

If a TIN is not available, please select one of the reasons against the appropriate country:

Reason 1: Foreign TIN is not issued by this country

Reason 2: Individual is under age (applies to individuals only)

Reason 3: Foreign TIN pending issue by the country's tax authority

* A Foreign TIN is an identifying number or equivalent issued by the Individual or Entity country of the tax residency that is used for tax purposes.

Appendices

Westpac BlueChip20 – BT Margin Lending

Additional account details and forms

Contents

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| Appendix A | BT Privacy Statement and other reporting obligations | Please ensure you read this BT Privacy Statement and other reporting obligations. | page 53 |
| Appendix B | Financial Adviser Nomination Form | Complete this form when a financial adviser has recommended that you apply for a Westpac BlueChip20 BT Margin Lending account. Complete this form with your financial adviser. This form can also be used to nominate your financial adviser as your authorised representative on this Westpac BlueChip20 – BT Margin Loan Facility. | page 55 |
| Appendix C | Authorised Representative Form | Use this form to nominate additional people to operate your Westpac BlueChip20 – BT Margin Loan Facility on your behalf. | page 59 |
| Appendix D | Solicitor's Trust Opinion | If you are applying for this Westpac BlueChip20 – BT Margin Loan Facility in the capacity of an individual acting as trustee of a trust, your solicitor must complete and sign this form. | page 61 |
| Appendix E | Proof of Identification | Follow this Appendix where applicants including individuals, trusts and individual trustees, and authorised representatives, are not existing Westpac customers. To satisfy Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF) legislation, they must provide original certified copies of identification documents. | page 63 |
| Appendix F | BT Investment Gearing Cash Management Account (BT IGCMA) Terms and Conditions | Please ensure that you read these Terms and Conditions before you apply for a BT IGCMA. | page 65 |

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PERSONAL INFORMATION

We collect personal information from you to process your application, provide you with your product or service, and manage your product or service. We may also use your information to comply with legislative or regulatory requirements in any jurisdiction, prevent fraud, crime or other activity that may cause harm in relation to our products or services and help us run our business. We may also use your information to tell you about products or services we think may interest you.

If you do not provide all the information we request, we may need to reject your application or we may no longer be able to provide a product or service to you.

If you are a proposed guarantor, we collect your personal information in order to assess you as a guarantor, take a guarantee from you and administer that guarantee. If you do not provide all the information we request, we may be unable to accept you as a guarantor.

We may disclose your personal information to other members of the Westpac Group, anyone we engage to do something on our behalf, rewards program administrators and other organisations that assist us with our business.

If you are a proposed guarantor, we collect your personal information in order to assess you as a guarantor, take a guarantee from you and administer that guarantee. If you do not provide all the information we request, we may be unable to accept you as a guarantor.

We may disclose your personal information to an entity which is located outside Australia. Details of the countries where the overseas recipients are likely to be located are in our privacy policy.

As a provider of financial services, we have obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using our products or services, you consent to these disclosures.

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in our privacy policy. Our privacy policy is available at bt.com.au or by calling BT Financial Group on us on 132 135. It covers:

- how you can access the personal information we hold about you and ask for it to be corrected;
- how you may complain about a breach of the Australian Privacy Principles or a registered privacy code and how we will deal with your complaint;
- how we collect, hold, use and disclose your personal information in more detail.

We will update our privacy policy from time to time.

FOR OUR CUSTOMERS LOCATED IN THE EUROPEAN UNION

The General Data Protection Regulation (**GDPR**) regulates the collection, use, disclosure or other processing of personal data under European Union (**EU**) law. Personal data means any information relating to you from which you are either identified or may be identifiable. The GDPR aims to protect the personal data of individuals located in the EU and harmonise data protection laws across EU Member States.

Our collection, use, disclosure and other processing of your personal data is regulated by the GDPR if:

- you interact with our Westpac UK branch;
- we offer products or services to you whilst you are located in the EU; and/or

- we monitor your behaviour whilst you are located in the EU (such as through our use of cookies when you interact with us online or for our fraud detection and prevention purposes).

Please refer to our EU Data Protection Policy on our website at westpac.com.au/privacy/eu-data-protection-policy for information about how we manage your personal data under the GDPR.

CREDIT INFORMATION

We may:

- obtain consumer credit information about you from a credit reporting body to enable us to assess your creditworthiness;
- obtain information about your commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness;
- exchange personal information and credit information about you with other credit providers to assess your application and creditworthiness and to notify them of any defaults by you;
- disclose credit information and other personal information held by Westpac Group about you to a guarantor or to a proposed guarantor (for the purpose of them considering whether to offer to act as a guarantor), as required by the Australian Banking Association's Banking Code of Practice or as otherwise permitted by law;
- give or obtain a banker's opinion about you.

If you are a proposed guarantor, we may obtain credit reporting information about you from a credit reporting body for the purpose of assessing whether to accept you as a guarantor.

If you have made your application or have been introduced to us through a broker or other intermediary, we may exchange credit information and other personal information about you with them.

We may also communicate with them directly in relation to your application instead of communicating with you.

The privacy page on our website, bt.com.au, includes a 'Statement of Notifiable Matters'.

These are matters you should be aware of in relation to the use and disclosure of your credit information. This statement includes:

- details of the credit reporting bodies to which we are likely to disclose your credit information, the types of credit information we may give them and how this information will be used;
- your rights over your credit information, including how you can access and correct your information and make complaints;
- your rights to direct a credit reporting body to limit the use of your information for direct marketing purposes and what protections are available if you believe you are a victim of fraud; and
- information about our Credit Reporting Policy.

You can also call us on 132 135 for a hard copy of the 'Statement of Notifiable Matters'.

OTHER ACKNOWLEDGEMENTS AND CONSENTS

- We may confirm the details of the information provided in this application.
- Where you have provided information about another individual, you must make them aware of that fact and the contents of the BT Privacy Statement.
- This application form is not an offer or acceptance of credit.

We and members of the Westpac Group will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please call us on 132 135, if you do not wish to receive marketing communications from us.

We are required to identify tax residents of a country(ies) other than Australia in order to meet account information reporting requirements under local and international laws.

If at any time after account opening, information in our possession suggests that you, the entity and/or any individual who holds ownership and/or control in the entity of 25% or more (Controlling Person/Beneficial Owner) may be a tax resident of a country(ies) other than Australia, you may be contacted to provide further information on your foreign tax status and/or the foreign tax status of the entity and/or Controlling Person/Beneficial Owner. Failure to respond may lead to certain reporting requirements applying to the account.

By completing this application you certify that if at any time there is a change to the foreign tax status details for you, the entity and/or any Controlling Persons/Beneficial Owner, you will inform the bank. You also certify that if at any time there is a change of a Controlling Persons/Beneficial Owner/s in your entity, you will inform the bank.

A Controlling Person/Beneficial Owner refers to the individual(s) that directly or indirectly owns a legal interest in the entity of 25% or more and/or exercises actual effective control over the entity, whether from an economic or other perspective such as through voting rights. In addition, in the case of a trust, a Controlling Person/Beneficial Owner includes the settlor(s), trustee(s), appointer(s), protector(s), beneficiary(ies) or classes of beneficiaries and in the case of an entity other than a trust, the term includes persons in equivalent or similar positions.

By completing this application, you also certify that the settlor(s) and/or named beneficiary(ies) (applicable to Standard Trusts only) are not foreign tax residents. If the settlor(s) and/or named beneficiary(ies) are a foreign tax resident, you must telephone 1300 725 863 at the time of completing this application. When you contact us, you will be asked to provide additional information for the settlor(s) and/or named beneficiary(ies).

DEFINITIONS

“We”, “our”, “us”, means BT Securities Limited ABN 84 000 720.

“Westpac Group” means Westpac Banking Corporation ABN 33 007 457 141 and its related bodies corporate.



Appendix B Westpac BlueChip20 – BT Margin Lending Financial Adviser Nomination Form

Complete this form when a financial adviser has recommended/introduced you to this Westpac BlueChip20 – BT Margin Loan Facility. Your financial adviser must hold a valid Australian Financial Services Licence. Complete this form with your financial adviser. If you would also like your financial adviser to be an authorised representative on your Westpac BlueChip20 - BT Margin Loan Facility, please complete section B of this form.

FORM INSTRUCTIONS

Complete this form using **black pen** – print in clear **CAPITAL LETTERS**

QUESTIONS?

If you have any questions regarding completing this form, and:
You are the applicant:

- call BT Customer Relations Consultants on 1800 816 222, or
- email us at client.marginlending@btfinancialgroup.com

You are the nominated financial adviser:

- Please call BT Adviser Relations on 1800 671 409, or
- Email us at adviser.marginlending@btfinancialgroup.com

Phone lines are available Mon–Fri from 8.00am to 6.30pm (Sydney time).

A. NOMINATED FINANCIAL ADVISER

Complete this section with your financial adviser.

Title

Mr Mrs Miss Ms Other

Given name(s) (include first and middle names)

Surname

Name of dealer group

Financial adviser's company name (if applicable)

Australian Financial Services Licence (AFSL) number

Australian Business Number (ABN)

BT Financial Group Adviser number (if applicable)
Westpac financial advisers are to record their "L" number.

Mailing address

State Postcode

Work phone number

()

Mobile phone number

Email address*

* In the future, BT may elect to email correspondence, including margin calls, to you.

Would you like your financial adviser to be your Authorised Representative? If yes, please complete Section B of this form also.

Yes No

Would you like a copy of your margin lending statement sent to your financial adviser?

Yes No

This remaining section A is to be completed solely by the financial adviser.

Is this Westpac BlueChip20 – BT Margin Loan Facility for you?

Yes No

BT Margin Lending offers financial advisers the opportunity to rebate any percentage of their commission back to the BT Margin Loan in the form of an interest rate discount. Please complete the below if you would like to rebate any commission back to this Westpac BlueChip20 BT Margin Loan.

Yes, I would like to rebate _____% (you may nominate any amount), back to this Westpac BlueChip20 BT Margin Loan in the form of an interest rate discount. I acknowledge that this service remains at the discretion of BT Margin Lending.

Record of Verification

I acknowledge and confirm that I have sighted the required identity documentation in accordance with the AML/CTF Act 2006 and the completed BT Identification & Verification Form and any supporting information is attached to the Loan Application Form.

SIGNING SECTION

By signing this section, I/we agree that:

- All information provided is true and correct;
- I/we have read and accepted the information under the heading BT Privacy Statement and other reporting obligations and consent to the collection, use and disclosure of personal information in accordance with the BT Privacy Statement and other reporting obligations. I/we declare that we have made the nominated financial adviser aware of the fact and contents of the BT Privacy Statement and other reporting obligations.

Signature of **Financial Adviser**



Full name of **Financial Adviser** (please print)

Signature of **Applicant 1**

Signature box for Applicant 1 with a pen icon.

Full name of Applicant 1 (please print)

Text box for Applicant 1 full name.

Signature of **Applicant 2**

Signature box for Applicant 2 with a pen icon.

Full name of Applicant 2 (please print)

Text box for Applicant 2 full name.

Date (dd/mm/yy)

Date input box with slashes.

Financial adviser stamp (please use black ink only)

Adviser initials

WESTPAC PRIVATE BANK USE ONLY

Executive Manager Name _____

Executive Manager Number _____

B. AUTHORISED REPRESENTATIVE

Complete this section where you would like your financial adviser to operate your Westpac BlueChip20 – BT Margin Loan Facility on your behalf. Where you nominate your financial adviser to act as your authorised representative on your Westpac BlueChip20 – BT Margin Loan Facility, with the exception of receiving a margin call (which will be directed to the Margin Call Contact), they will be able to do anything you are able to do under your margin loan. This includes but is not limited to increasing the loan, buying and selling investments and changing your contact details. You may provide us with a written request to terminate this appointment at any time. Your authorised representative must be an Australian resident for tax purposes.

Please have your financial adviser provide the following additional details, relative to themselves.

Date of birth (dd/mm/yyyy)

Date of birth input box.

Drivers licence number

Drivers licence number input box.

State of issue

State of issue input box.

Are you, the authorised representative, an Australian Resident for tax purposes?

Yes (Your authorised representative must be an Australian resident for tax purposes and reside in Australia.)

Home phone number

Home phone number input box with parentheses.

Current residential address (PO Box is not acceptable)

Current residential address input box with State and Postcode labels.

Are you, the authorised representative, an existing Westpac customer?

Yes No

If Yes, select and complete ONE of the following forms of identification. Note that the name of the account identification must be the same name you have provided above.

Westpac account details

BSB number

BSB number input box.

Account number

Account number input box.

Account holders name(s)

Account holders name(s) input box.

OR Westpac customer number

OR Westpac customer number input box.

If No, to meet our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, we must identify customers before we provide a service. Refer to Appendix E, Proof of Identification, for a list of acceptable documentation and eligible certifiers.

Have you already provided us with your Foreign Tax Residency information?

Yes *Please note that in instances where we cannot substantiate this from our records, we will contact you for more information.*

No *The below question is mandatory and must be completed. Please refer to Section 8 of this Loan Application Form for more information.*

Are you a tax resident of any other country outside of Australia?

Yes No

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)

Reason 1 Reason 2 Reason 3

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)

Reason 1 Reason 2 Reason 3

If you have additional countries of which you are a Foreign Tax Resident, please photocopy this section, provide the additional details and attach to this Loan Application Form.

SIGNING SECTION

By signing this section, I/we agree that:

- BT Margin Lending is authorised to provide any information in relation to my/our Westpac BlueChip20 - BT Margin Loan Facility to the authorised representative/s and can assume that each authorised representative/s has the authority to operate the loan independently.
- BT Margin Lending may verify instructions received from the authorised representative/s but is not obliged to do so.
- I/we will ratify any action taken by the authorised representative/s in accordance with this authority.
- The nominated authorised representative confirms that they are an Australian resident for tax purposes.
- I/we have read and accepted the information under the heading BT Privacy Statement and other reporting obligations in Appendix A and consent to the collection, use and disclosure of personal information in accordance with the BT Privacy statement and other reporting obligations.
- I/we declare that we have made the nominated authorised representative/s aware of the fact and contents of the BT Privacy Statement and other reporting obligations.

Signature of **Authorised Representative**

Full name of **Authorised Representative** (please print)

Signature of **Applicant 1**

Full name of **Applicant 1** (please print)

Signature of **Applicant 2**

Full name of **Applicant 2** (please print)

Date (dd/mm/yy)

This page is left blank intentionally.

Appendix C

Westpac BlueChip20 – BT Margin Lending Authorised Representative Form

Use this form to nominate additional people to operate your Westpac BlueChip20 – BT Margin Loan Facility on your behalf. With the exception of receiving a margin call (which will be directed to the Margin Call Contact), an authorised representative can do anything you are able to do under your Westpac BlueChip20 – BT Margin Loan Facility (including but not limited to increasing the loan, buying and selling investments and changing your contact details). You may provide us with a written request to terminate this appointment at any time. Your authorised representative must be an Australian resident for tax purposes.

FORM INSTRUCTIONS

Complete this form using **black pen** – print in clear **CAPITAL LETTERS**

QUESTIONS?

If you have any questions regarding completing this form, and:

You are the applicant:

- call BT Customer Relations Consultants on 1800 816 222, or
- email us at client.marginlending@btfinancialgroup.com

You are the nominated financial adviser:

- Please call BT Adviser Relations on 1800 671 409, or
- Email us at adviser.marginlending@btfinancialgroup.com

Phone lines are available Mon–Fri from 8.00am to 6.30pm (Sydney time).

A. DETAILS OF AUTHORISED REPRESENTATIVE

Title

Mr Mrs Miss Ms Other

Given name(s) (include first and middle names)

Surname

Date of birth (dd/mm/yyyy)

 / /

Drivers licence number

State of issue

Home phone number

 ()

Mobile phone number

Work phone number

 ()

Email address*

* In the future, BT may elect to email correspondence to you.

Current residential address (PO Box is not acceptable)

 State Postcode

Relationship to the borrower(s)

Current employment status

Full-time Part-time Casual/temporary/contractor
 Self-employed Other Specify

Occupation (if self-employed, describe nature of business)

Are you an existing Westpac customer?

Yes No

If **Yes**, select and complete ONE of the following forms of identification. Note that the name of the account identification must be the same name you have provided above.

Westpac account details

BSB number

Account number

Account holders name(s)

OR Westpac customer number

If **No**, to meet our obligations under the Anti–Money Laundering and Counter–Terrorism Financing Act 2006, we must identify customers before we provide a service. Refer to Appendix E, Proof of Identification, for a list of acceptable documentation and eligible certifiers.

Have you already provided us with your Foreign Tax Residency information?

Yes *Please note that in instances where we cannot substantiate this from our records, we will contact you for more information.*

No *The below question is mandatory and must be completed. Please refer to Section 8 of this Loan Application Form for more information.*

Are you a tax resident of any other country outside of Australia?

Yes No

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)

Reason 1 Reason 2 Reason 3

Country

Tax Identification Number (TIN)

Reason (if a TIN is not available)

Reason 1 Reason 2 Reason 3

If you have additional countries of which you are a Foreign Tax Resident, please photocopy this section, provide the additional details and attach to this Loan Application Form.

B. SIGNING SECTION

By signing this form, I/we agree that:

- BT Margin Lending is authorised to provide any information in relation to my/our Westpac BlueChip20 account to the authorised representative/s and can assume that each authorised representative/s has the authority to operate the loan independently.
- BT Margin Lending may verify instructions received from the authorised representative/s but is not obliged to do so.
- I/we will ratify any action taken by the authorised representative/s in accordance with this authority.
- The nominated authorised representative confirms that they are an Australian resident for tax purposes.
- I/we have read and accepted the information under the heading BT Privacy Statement and reporting obligations in Appendix A, and consent to the collection, use and disclosure of personal information in accordance with the BT Privacy Statement and other reporting obligations.
- I/we declare that we have made the nominated authorised representative/s aware of the fact and contents of the BT Privacy Statement and other reporting obligations.

Signature of **Authorised Representative**

Full name of **Authorised Representative** (please print)

Signature of **Applicant 1**

Full name of **Applicant 1** (please print)

Signature of **Applicant 2**

Full name of **Applicant 2** (please print)

Date (dd/mm/yy)

Appendix D

Westpac BlueChip20 – BT Margin Lending Solicitor's Trust Opinion

Where you are applying for a Westpac BlueChip20 – BT Margin Loan Facility in the capacity of an individual acting as trustee of a trust, ask your solicitor to read and complete this form. Do not make any amendments to this form. You must also attach an original certified copy* of the Trust Deed and any subsequent amendments to the Trust Deed.

FORM INSTRUCTIONS

Complete this form using **black pen** – print in clear **CAPITAL LETTERS**

QUESTIONS?

If you have any questions regarding completing this form, and:

You are the applicant:

- call BT Customer Relations Consultants on 1800 816 222, or
- email us at client.marginlending@btfinancialgroup.com

You are the nominated financial adviser:

- Please call BT Adviser Relations on 1800 671 409, or
- Email us at adviser.marginlending@btfinancialgroup.com

Phone lines are available Mon–Fri from 8.00am to 6.30pm (Sydney time).

SOLICITOR'S TRUST OPINION

I certify that:

- I am a solicitor holding a current unrestricted practicing certificate and engaged by the Applicant (**Trustee**) as trustee of the trust (**trust**) each as described in this Westpac BlueChip 20 – BT Margin Lending Loan Application independently of **the Lender**, and
- I have examined the documents (**trust documents**) set out in the Schedule below (copies of which are attached to this Westpac BlueChip 20 – BT Margin Lending Loan Application) in relation to the **trust** described in this Westpac BlueChip20 – BT Margin Lending Loan Application. To the best of my knowledge and belief, these are the only documents relating to the constitution and powers of the **trust**, and
- To the best of my knowledge and belief, the **trust** has been validly constituted and is subsisting at the date of this application, and
- To the best of my knowledge and belief, the **Trustee** described in this Westpac BlueChip 20 – BT Margin Lending Loan Application was properly appointed, and
- Having reviewed the Westpac BlueChip 20 – BT Margin Lending Application booklet including the BT Margin Lending Facility Agreement and the Westpac BlueChip 20 – BT Margin Lending Loan Application (**loan documents**), in my opinion, the **Trustee** has the power to borrow the funds and grant security and perform all the obligations and transactions (**transactions**) contemplated in the loan documents, and
- To the best of my knowledge and belief, the entry into the **transactions** and performance of the **obligations** under the **loan documents** by the **Trustee** is considered to be for the benefit of the **trust**, and
- The terms of the **trust documents** examined by me do not restrict the right of the **Trustee** to be fully indemnified out of the assets of the **trust** to satisfy any liability of **the Lender** properly incurred by the **Trustee** as trustee of the **trust** arising out of the transactions contemplated by the **loan documents**, and

- The **trust documents**, consent(s), authorities or other documents examined by me, enable the **Trustee** to enter into and perform the **transactions** despite any conflict of interest and duty which may arise on the part of the **Trustee**; and if the **Trustee** is a company, of any of its directors, when entering into the **transactions** contemplated by the **loan documents**, and
- The **trust documents** authorise the **Trustee** to open bank accounts, and
- The **trust documents** authorise the **Trustee** to delegate the **Trustee's** powers, and
- The **trust documents** authorise the **Trustee** to enter into contracts in relation to trust property, in the **Trustee's** capacity as trustee of the **trust**, and
- No consent is required from any beneficiary of the **trust** under the **trust documents** to enable the **Trustee** to enter into and perform the transactions, and
- This opinion is to be relied upon by the Lender, the Nominee and their respective assigns.

** All trustee applicants must attach a copy of the Trust Deed certified by an approved certifier as listed in Appendix E – Proof of Identification.*

SCHEDULE – SOLICITOR TO COMPLETE

Date of Trust Deed (dd/mm/yy)

Documents examined

| |
|--|
| |
| |
| |

Name of Solicitor

Title

Mr Mrs Miss Ms Other

Given name(s) (include first and second names)

Surname

Daytime phone number

()

Email address*

| |
|--|
| |
| |

SCHEDULE – SOLICITOR TO COMPLETE *continued*

Mailing address

| | |
|--------------|-----------------|
| | |
| | |
| <i>State</i> | <i>Postcode</i> |

Signature of **Solicitor**

| |
|--|
|  |
|--|

Date (dd/mm/yy)

| | |
|---|---|
| / | / |
|---|---|

Full name of Firm (if applicable)

| |
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| |
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Appendix E

Westpac BlueChip20 – BT Margin Lending

Proof of Identification

All applicants (including individuals, trusts, individual trustees and beneficial owners) and authorised representatives, who are not existing Westpac customers, must provide original certified copies of identification documents in accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF Act 2006).

Note: It is an offence under the *AML/CTF Act 2006* to knowingly provide false or misleading information or knowingly produce a false or misleading document.

Penalty: Imprisonment for 10 years.

This Appendix details acceptable identification documentation for all persons/entities as mentioned above, who are a party to this Westpac BlueChip20 – BT Margin Loan Facility. Please consult the relevant sections that apply to you.

A. PROOF OF IDENTIFICATION FOR INDIVIDUALS

Refer to this section if you are:

- An individual/sole trader and/or joint individual borrower
- An authorised representative
- An individual trustee for a trust borrower
- A beneficial owner.

You must be identified in accordance with the *AML/CTF Act 2006*. If any of the above persons are noted on the *Westpac BlueChip20 – BT Margin Lending Loan Application* and they are not existing *Westpac* customers, they must provide original certified copies of acceptable identification documentation by an approved certifier.

VERIFICATION PROCEDURE

You must provide original certified copies (refer section C) of identification documents (listed below) that show your full name, your date of birth and residential address.

IDENTIFICATION DOCUMENTS

The proof of identity requirements are as follows:

- ONE Primary Photographic document from Table A; OR
- ONE Primary Non Photographic document from Table B and one Secondary document from Table C.
- The combination of documents certified must contain full name and date of birth.
- All documents must be current unless specified otherwise.

If you are unable to provide these identity documents, contact our BT Customer Relations Consultants on 1800 816 222 for further options.

TABLE A. PRIMARY PHOTOGRAPHIC IDENTIFICATION DOCUMENTS

- Australian passport (can either be current or expired within the last 2 years but must not be cancelled, defaced or mutilated)
- Foreign passport issued by a foreign government, the United Nations or an agency of the United Nations (must not be cancelled, defaced or mutilated)
- Foreign travel document issued by a foreign government, the United Nations or an agency of the United Nations
- Australian licence/permit (can either be a driver's licence, learner's permit)
- Foreign driver's licence which contains a photograph
- Proof of age card issued by a State or Territory (or equivalent)
- National identity card issued by a foreign government, the United Nations or an agency of the United Nations

TABLE B. PRIMARY NON-PHOTOGRAPHIC IDENTIFICATION DOCUMENTS

- Full Australian birth certificate (or extract) issued by State/Territory Registry of Births, Deaths and Marriages
- Full Foreign birth certificate issued by a foreign government, the United Nations or an agency of the United Nations
- Australian citizenship certificate
- Citizenship certificate issued by a foreign government
- Centrelink pension card (Australian)

TABLE C. SECONDARY IDENTIFICATION DOCUMENTS

- A financial benefits notice issued by the Commonwealth or a State/Territory within the last 12 months and includes the customer's name and residential address (e.g. a notice from Centrelink)
- Australian Taxation Office (ATO) notice issued within the last 12 months and includes the customer's name and residential address
- Utilities notice issued by a local government or utilities provider within the last 3 months and includes the customer's name and residential address
- Foreign driver's licence which does not contain a photograph
- Department of Veterans' Affairs pension concession card (Australian)
- A current tenancy/lease agreement (must not be cancelled or expired)
- Medicare card
- Australian Marriage certificate issued by State/Territory Registry of Births, Deaths and Marriages
- Identification card issued to a student at an Australian higher education institution (TAFE or University)^
- Notice issued by the principal of a school (must be less than 3 months old, include the name of the customer, residential address, period of school attendance and issued on a school letterhead)
- A current card issued under a Commonwealth, State, or Territory law for the purpose of identification, for a government service, or as a licence

Documents cannot be accepted if they are cancelled, defaced or mutilated. Documents that are written in a language that is not English must be accompanied by an Australian translation prepared by an accredited translator.

^ must contain photograph and/or signature

B. PROOF OF IDENTIFICATION FOR TRUSTS

Refer to this section this section if the borrower is a trust.
Individual trustees are also to refer to Section A.

VERIFICATION PROCEDURE

You must attach original, certified copies (refer section C) of acceptable identification documents (listed below) that show:

- That the trust is a standard trust (ie testamentary, family or discretionary trust)
- Full name of the trust
- Settlor of Trust full name

IDENTIFICATION DOCUMENTS

Information must be verified from at least one of the verification sources listed in Identification Documents table below.

IDENTIFICATION DOCUMENTS

- Trust Deed (or extract) where the names of the trust, trustees, beneficiaries, settlor(s) and execution page are evident.
- Settlement Deed or other document that contains a declaration of trust where the names of the trust and/or settlor(s) are evident.
- A notice issued by the ATO within the last 12 months (e.g Notice of Assessment)
- ABN Lookup Search
- A letter from a solicitor or qualified accountant that confirms the name of the trust and/or settlor(s)

Documents cannot be accepted if they are cancelled, defaced or mutilated.

C. HOW TO CERTIFY YOUR IDENTITY DOCUMENTS

The documents applicable to you (dependant on your borrower type) can be certified by either:

- Your financial adviser – where they have introduced you to this Westpac BlueChip20 – BT Margin Loan Facility, have an AFSL and 2 or more continuous years of service with one or more licensees. Your financial adviser must complete the appropriate BT Identification & Verification Form and attach it to this Westpac BlueChip20 – BT Margin Lending Loan Application together with the original certified identification documents.
- Any other eligible certifier as listed in this Section. They must complete the appropriate Certified Copy Certificate (see following pages) and attach it to this Westpac BlueChip20 – BT Margin Lending Loan Application together with the original certified identification documents.

An original certified copy is a document that has been certified as a true copy of an original document. To certify an identity document:

- take the original identity document and a photocopy to one of the people listed below (eligible certifiers) and ask them to certify that the photocopy is a true and correct copy of the original document
- that person will need to print their name, date and qualification/occupation which makes them an eligible certifier on the photocopy
- the certifier must also include the following statement on the photocopy 'I certify that this is a true copy of the original document'
- the certifier must complete the appropriate Certified Copy Certificate (see following pages), or if the certifier is a financial adviser the appropriate BT Identification & Verification
- photocopies of certified documents will not be accepted. The original signature of the certifier must be visible.

LIST OF ELIGIBLE PERSONS WHO CAN CERTIFY YOUR IDENTITY DOCUMENTS

The following people can certify your identification documents, for a complete list of people who can certify your identification documents please refer to our website bt.com.au/personal/help/how-to-certify-id.html

Note:

- Customers can use certifiers in categories 1 to 17 where the certifier is an officer who holds these positions within Australia; or
 - Where the certifier does not meet the above criteria, ONLY certifiers in category 11, 12 or 13 may be used.
1. A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described).
 2. A judge of a court
 3. A magistrate
 4. A chief executive officer of a Commonwealth court
 5. A registrar or deputy registrar of a court
 6. A Justice of the Peace
 7. A notary public
 8. A Police Officer
 9. An agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
 10. A permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public
 11. An Australian consular officer or an Australian diplomatic officer (within the meaning of the *Consular Fees Act 1955*)
 12. A bank or building society officer with 2 or more years continuous years of service (includes acceptable international bank)
 13. A finance company officer with 2 or more continuous years of service (includes acceptable international bank)
 14. An officer with, or authorised representative of, a holder of an Australian financial services licence, having 2 or more continuous years of service with one or more licensees
 15. A member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants.
 16. A Commissioner for Declarations
 17. A Commissioner for Affidavits

Appendix F

BT Investment Gearing Cash Management Account Terms and Conditions

1. IMPORTANT WORDS

In these Terms and Conditions unless the context otherwise requires:

Account means the BT Investment Gearing Cash Management Account.

Account Issuer means Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714.

amount outstanding has the meaning given to that term in the BT Margin Lending Facility Agreement.

BT Margin Lending Facility Agreement means the agreement titled 'BT Margin Lending Facility Agreement' between you and the Margin Lender.

Business Day means a day on which the Account Issuer is open for business but does not include a Saturday or a Sunday or a public holiday.

GST means any tax imposed on the supply of any goods, services, real or personal property or similar things or similar tax.

margin call has the meaning given to that term in the BT Margin Lending Facility Agreement.

Margin Lender means BT Securities Limited ABN 84 000 720 114 and its successors and assigns.

Margin Loan means the loan provided to you under the BT Margin Lending Facility Agreement.

mortgaged property has the meaning given to that term in the BT Margin Lending Facility Agreement.

Operator has the meaning given to that term in the BT Margin Lending Facility Agreement.

platform arrangement has the meaning given to that term in the BT Margin Lending Facility Agreement.

Regular Gearing Arrangement means any arrangement that you have entered into to make regular contributions to managed funds to be funded by way of regular equity contributions from you and regular drawdowns from your Margin Loan with the Margin Lender, as amended from time to time.

securities has the meaning given to that term in the BT Margin Lending Facility Agreement.

we, us, our and **ours** means BT (Queensland) Pty Limited ABN 49 009 818 875.

you and **your** means the person or persons who authorised and directed us to request the Account Issuer to open an Account in our name on their behalf.

2. ABOUT THESE TERMS AND CONDITIONS

2.1 These terms and conditions set out:

- (a) the basis upon which we will request the Account Issuer to open and hold an Account with the Account Issuer on your behalf;
- (b) the rights and obligations that apply to each of you and us in relation to the Account.

3. OPENING THE ACCOUNT

3.1 If you have:

- (a) applied to set up a Regular Gearing Arrangement with the Margin Lender and as a result, also applied for a BT Investment Gearing Cash Management Account; or
- (b) otherwise applied to us for a BT Investment Gearing Cash Management Account,

upon acceptance of your application, we will request the Account Issuer to open an Account in our name on your behalf. You must provide us with any information we reasonably require to hold the Account.

- 3.2 Subject to the requirements of any law, we may refuse to request the Account Issuer to open the Account.
- 3.3 We will request the Account Issuer to open the Account and will hold the Account in our name on your behalf, subject to these terms and conditions. You will be the beneficial owner of any balance in the Account, subject to the Margin Lender's rights under the BT Margin Lending Facility Agreement.

4. DEPOSITS YOU MAY MAKE TO THE ACCOUNT

- 4.1 You can make deposits into the Account by direct transfer from other bank accounts that you hold (subject to the terms of those accounts) and by any other method we authorise from time to time.
- 4.2 The Account Issuer will decide the order in which payments will be made from any deposit to the Account (for instance, interest, periodical payments, etc).

5. OTHER DEPOSITS TO THE ACCOUNT

- 5.1 In addition to deposits that you may make to the Account under clause 4, the following deposits can be made to the Account:
 - (a) if at any time any part of your Margin Loan has not been immediately used or your Margin Loan has a credit balance, the unused amount of the Margin Loan or the credit balance can be deposited to the Account by the Margin Lender;
 - (b) the proceeds of any sale of mortgaged property can be deposited to the Account by us or by the Margin Lender;
 - (c) if you have prepaid any interest in respect of your Margin Loan and the amount against which that interest has been prepaid exceeds the amount outstanding under your Margin Loan at any time and the Margin Lender lends to you that excess, the Margin Lender can deposit that excess into the Account;
 - (d) funds from your Margin Loan (where those funds are available under the Margin Loan) can be deposited by the Margin Lender into the Account in accordance with:
 - (i) any Regular Gearing Arrangement that you have in place with the Margin Lender from time to time;
 - (ii) instructions given by you to the Margin Lender in accordance with the BT Margin Lending Facility Agreement from time to time;
 - (e) any other deposit permitted or contemplated under the BT Margin Lending Facility Agreement.

6. REGULAR CONTRIBUTIONS TO INVESTMENT FUNDS

- 6.1 You may from time to time request us to grant a direct debit authority in favour of an Operator with respect to periodic investments or regular investments to be made under a platform arrangement.
- 6.2 If we accept your request, we will grant a direct debit authority to the Operator in accordance with your instructions.

7. WITHDRAWALS

- 7.1 You agree that, while there is an amount outstanding on your Margin Loan, the Margin Lender may, at its sole discretion, withdraw amounts from the Account to:
 - (a) fund the purchase of securities by you;
 - (b) meet a margin call;
 - (c) pay or prepay interest under your BT Margin Lending Facility Agreement;

- (d) pay any loan component of any Regular Gearing Arrangement authorised by you;
- (e) pay any of the amount outstanding on your Margin Loan; and
- (f) any other withdrawal that the BT Margin Lending Facility Agreement specifies may be made by the Margin Lender from the Account,

and you authorise us to act in accordance with any instructions or directions received from the Margin Lender in relation to any such withdrawals.

- 7.2 Other than payments made from the Account under clauses 6 or 7.1 and subject to clause 24.6 of your BT Margin Lending Facility Agreement, you agree with us that you cannot request us to withdraw any amount from the Account unless you have received written consent from the Margin Lender.
- 7.3 If you provide us with evidence of the Margin Lender's consent, we will withdraw any amount from the Account which you request and remit it to you in the manner agreed at the time.

8. STATEMENTS

- 8.1 A statement for the Account will be sent to you unless:
- (a) some other form of recording transactions is agreed; or
 - (b) you request us not to send you a statement and we are not required by law to do so.
- 8.2 Statements will be sent at least every six months. Copies of statements are available on request.
- 8.3 We will send statements to you in one of the following ways, as determined in our discretion:
- (a) in writing;
 - (b) electronically (including by making the statement available for you to access on our website);
 - (c) in any other way agreed to by you; or
 - (d) by notifying your agent in any way agreed to by the agent.
- 8.4 If we hold the Account on behalf of more than one person and both those persons live at the same address, you can request that one person be appointed the agent of the other for the purposes of receiving statements. This means that only one statement will be sent for the Account. If you do not request the statement to be sent to that address or the persons on whose behalf we hold the Account live at different addresses notified to us, on request, statements will be sent to up to two different addresses.
- 8.5 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. Any credit made in error to the Account must be notified to us as soon as possible. We will notify the Account Issuer of any credit made in error, who will debit the Account for that amount even if it will result in the Account being overdrawn, and if necessary take recovery proceedings against you.

9. CLOSING THE ACCOUNT

- 9.1 We may request the Account Issuer to close the Account at any time by:
- (a) giving you reasonable notice; and
 - (b) repaying you the amount of any credit balance of the Account on closure received from the Account Issuer less any amount which the Margin Lender has requested be applied towards the amount outstanding.
- 9.2 Subject to the terms of your Margin Loan, we may request the Account Issuer to close the Account if it is not in credit and we will give you notice no later than the date we close the Account.

- 9.3 If there is no amount outstanding on your Margin Loan, you have no ongoing Regular Gearing Arrangements with the Margin Lender and the Margin Lender has provided you with consent in writing to do so, we will close an Account that is in credit on request by you.

10. INTEREST PAYMENTS

- 10.1 Interest that is earned on the balance of the Account will be credited to the Account and held by us on your behalf.
- 10.2 The current interest rate on credit balances in the Account is available at bt.com.au. Information on current standard fees and charges and interest rates is available on request.
- 10.3 Interest is calculated daily on the balance of the Account at the end of each day, including the day of deposit but excluding the day of withdrawal.
- 10.4 The interest is credited to the Account on the last Business Day in each month in which it accrues, and on the day the Account is closed.
- 10.5 Any interest credited to an Account is available for use on the next Business Day after it has been credited to the Account in accordance with these terms and conditions.
- 10.6 The Account Issuer may change the interest rate for the Account at any stage. The Account Issuer will notify you by advertising in the media or in writing of any changes to the interest rate. Any variation will be notified no later than 30 days before the change takes effect by an advertisement in a major or national daily newspaper or in writing to the borrower.

11. OVERDRAWN ACCOUNT

- 11.1 You must ensure that the Account does not become overdrawn.
- 11.2 The Account Issuer may, in its discretion, allow the Account to be overdrawn. The Account Issuer has no obligation to do so.
- 11.3 If for any reason the Account becomes overdrawn, you must immediately pay the debit balance of the Account to us in order to allow us to restore the Account to a credit balance.

12. GST

- 12.1 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 12.2 We will tell you of any additional GST amount you must make on a payment.

13. TAXATION IMPLICATIONS

- 13.1 Interest earned on the Account is taxable. As the circumstances of each customer are different, we encourage you to seek independent tax advice.

14. CHANGES TO THE TERMS AND CONDITIONS

- 14.1 These Terms and Conditions can be changed by us at any time, if we change them in accordance with any applicable law. We will provide reasonable notice in writing of the change before it takes effect.
- 14.2 We will notify you of any change in writing or by newspaper advertisement. We can also notify you on our website.
- 14.3 We will notify you of changes as soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, we will give you at 30 days' prior notice. We can also give you a shorter notice period (or no notice) if we believe doing so is necessary for us to avoid, or to reduce, an increase in our credit risk or our loss.

However, if we change an interest rate, we will notify you no later than the date of the change, unless we are not able to because the interest rate is calculated according to a money market or some other external reference rate, or a rate otherwise designated as a variable or floating rate.

15. RELATIONSHIP WITH THE BT MARGIN LENDING FACILITY AGREEMENT

- 15.1 You acknowledge and agree that the Account is mortgaged property under your BT Margin Lending Facility Agreement with the Margin Lender.
- 15.2 Any dealing with the Account in accordance with these Terms and Conditions will not be a breach of clause 15.1(a) or 15.1(e) of your BT Margin Lending Facility Agreement.
- 15.3 If you have a Regular Gearing Arrangement, the Account will constitute a 'Regular Gearing CMA' for the purposes of the BT Margin Lending Facility Agreement and otherwise the Account will constitute a 'Standard CMA' for the purposes of the BT Margin Lending Facility Agreement.
- 15.4 Clause 24.6 of the BT Margin Lending Facility applies notwithstanding any provision of these Terms and Conditions.

16. DISPUTE RESOLUTION

- 16.1 Any issues or complaints you have in respect of the Account should be raised by contacting BT Customer Relations Consultants on 1800 816 222.

17. GENERAL

- 17.1 We may assign or otherwise deal with our rights under these terms and conditions in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these terms and conditions.
- 17.2 Nothing in these terms and conditions has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act 2001 (Cth) or the Competition and Consumer Act 2010 (Cth) that cannot be excluded, restricted or modified by agreement. If the services acquired under these Terms and Conditions are of a kind not ordinarily acquired for personal, domestic or household use, our liability is restricted to resupplying the services or the cost of re-supplying the services.
- 17.3 If at any time a provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms and Conditions.
- 17.4 These Terms and Conditions are governed by the laws in force in New South Wales. All parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

18. NOTICES

- 18.1 Except as specified otherwise in these Terms and Conditions, all notices, requests, demands, consents, approvals, agreements or other communications to or by you or us:
- (a) must be in writing or 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 we must be provided with the specimen signature of such authorised officer on request;
 - (c) will be taken to be duly received or made:
 - (i) (in the case of delivery in person) when delivered, received or left at the last notified address of the recipient;
 - (ii) (in the case of delivery by prepaid, certified or registered post) three Business Days after they are posted to the address last notified;

- (iii) (in the case of a delivery by fax) when the fax was sent to the fax number last notified, unless the sender's machine received a report that indicates there was a failure in delivering the fax;
- (iv) (in the case of a delivery by other means (including email, sms or other electronic means)) instantaneously unless the sender's machine received a report that indicates there was a failure in delivering the communication;
- (v) (when allowed by these Terms and Conditions, if advertised by newspaper) on the date they are first published; and
- (vi) (when allowed by this agreement, if placed on our website) on the date they are first published on our website.

- 18.2 We may, to the extent allowed by any applicable law or code of conduct:

- (a) give any communication under these Terms and Conditions to you, or
- (b) give you any notice under these Terms and Conditions or required by law (including any notice that must be 'in writing' and including statements under clause 8) by:
 - (i) electronic communication to a device, electronic equipment or electronic address nominated by you; or
 - (ii) displaying information at our website – bt.com.au. We may notify you by electronic communication that the information is available for retrieval on the website and the nature of the information.

- 18.3 Communications take effect from the time they are taken to be duly received in accordance with clause 18.1 unless a later time is specified in them.

- 18.4 You are responsible for keeping your contact details up to date. If your contact or personal details change in any way (for example, your name, address, contact number or e-mail address) you must notify us in writing of those changes as soon as possible and in any event within 14 days. Only you (or any joint account holder, if applicable) have the authority to change your contact or personal details.

19. BANKING CODE OF PRACTICE

The Australian Banking Association's Banking Code of Practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy over the phone.

20. INTERPRETATION

- 20.1 In these Terms and Conditions:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) where there is more than one of you, you are jointly and severally liable for your acts or omissions and your obligations under these Terms and Conditions bind you jointly and severally;
- (c) 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the

case of a trustee, includes a substituted or an additional trustee;

- (e) a reference to a document (including these Terms and Conditions) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (i) **'includes'** in any form is not a word of limitation.

