

Suncorp Bank Margin Lending Terms and Conditions

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Contents

<i>CHES</i> S explanation	4
Supplementary risk disclosure statement	5
<i>Third Party Security Provider</i> additional risk disclosure statement	6
Privacy disclosure and consent	6
Terms and conditions	9
Important	9
Part 1 – Lending provisions	9
Part 2 – The <i>Mortgage</i>	13
Part 3 – <i>Third Party Security Provider</i> provisions	15
Part 4 – Appointment of <i>Nominee</i>	16
Part 5 – Warranties, Undertakings and Indemnities	17
Part 6 – Default	19
Part 7 – Appointment of Sponsoring Participant	20
Part 8 – Other Provisions	23
Part 9 – <i>Savings Gearing Loan</i>	27
Part 10 – Anti-money Laundering, Counter-Terrorism Financing, Sanctions	28
Part 11 – Internet Account Access	29
Part 12 – Further Assurances	31
Part 13 – Meaning of words and Interpretation	31
Direct Debit Request Service Agreement	37

CHESSEXplanation

Suncorp Bank ('we', 'us' and 'our') has a legal responsibility to explain CHESSEX sponsorship to you. When you sign the application form, you are acknowledging that this explanation has been given to you.

Overview

CHESSEX 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 CHESSEX, rather than using share certificates.

CHESSEX is operated by the ASX Settlement and Transfer Corporation Pty Ltd ('ASTC') which is a wholly owned subsidiary of Australian Securities Exchange Limited ('ASX'). It operates under published rules known as ASTC settlement rules ('Settlement Rules') that all CHESSEX participants must abide by.

Sponsorship on CHESSEX

CHESSEX participants are either general settlement participants or account participants. CHESSEX maintains a part of each issuer's register of holders as the CHESSEX Subregister. A holder on the CHESSEX Subregister is either a CHESSEX participant or sponsored by one. 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 CHESSEX. 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 CHESSEX Subregister must have a designated controlling participant who alone can initiate transactions on CHESSEX in relation to that holding.

The terms of Part 7 – Appointment of Sponsoring Participant – in the Suncorp Bank Margin Lending Terms and Conditions are your sponsorship agreement with Value Nominees Pty Ltd (ABN 90 001 827 998) ('Value Nominees') as your Sponsoring Participant. The securities which are to be held on the CHESSEX Subregister will be converted to a CHESSEX holding in your name. We will control this CHESSEX holding on your behalf, acting on your instructions or on confirmations received from your market participant, subject always to its right to refuse to do so as set out in Part 7 of the Suncorp Bank Margin Lending Terms and Conditions.

Under the Settlement Rules, certain acknowledgments have to be made. These are set out in clause 37 in Part 7 of the Suncorp Bank Margin Lending Terms and Conditions.

Securities Transfers

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

Value Nominees will only undertake securities transfers and operate your CHESSEX holding according to the terms in Part 7 of the Suncorp Bank Margin Lending Terms and Conditions. As a general settlement participant, we will also have to comply with the Settlement Rules.

We will send you monthly statements (unless you have requested that we send your statements less frequently) that, amongst other things, outline securities that are sponsored under the sponsorship agreement. When a transaction occurs in your CHESSEX holding, CHESSEX will send you a statement detailing the changes to your holding in the first week of the following month.

Guarantee Fund

In some circumstances the security provider or the nominee may make a claim for compensation on the sponsorship bond lodged by the sponsor with ASTC. The security provider and the nominee are not entitled to make a claim on the National Guarantee Fund for compensation.

General

Part 7 of the Suncorp Bank Margin Lending Terms and Conditions contains provisions designed to better protect us as mortgagee of the shares subject to a CHESSEX holding.

The CHESSEX holding that you establish with Value Nominees 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 Suncorp Bank.

If you have any queries relating to the terms of Part 7 of the Suncorp Bank Margin Lending Terms and Conditions, or do not fully understand any of its terms, please contact us on 1800 805 972 prior to signing the application forms.

Supplementary risk disclosure statement

This statement must be read by each *person* considering either borrowing from *Suncorp Bank* under a margin lending facility or guaranteeing or providing security for such a borrowing by someone else. This disclosure statement is in addition to the risk disclosure set out in the Suncorp Bank Margin Lending *Product Disclosure Statement*.

Terms used and printed like *this* in this disclosure statement but not otherwise defined have the same meaning given in clause 60 of the Suncorp Bank Margin Lending Terms and Conditions.

The following are some risks associated with being a *borrower*, *guarantor*, or *third party security provider* for the facility. Any proposed *borrower*, *guarantor* or *third party security provider* should obtain independent professional advice, including advice from their solicitor and their financial adviser, before applying.

1. Gearing can magnify the effect of both gains and falls in the value of an investment. 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. Any asset that is provided as security, including by a *third party security provider* (such as security over a home or other assets) will be at risk of being sold to repay the *borrower's loan*.
2. A *margin call* may be made in a number of situations. For example, if the value of the supporting *securities* falls; *Suncorp Bank* changes its lending ratios or *buffer*; or, the *borrower* does not make the required interest payments. You will have a limited time to deal with any *margin call*, by either repaying to us enough of your facility or giving us more acceptable securities. If you nominate a *nominated adviser* to receive any *margin call* notices you may not receive notice of a *margin call* from us.
3. Each of the *borrower* and the *third party security provider* gives Value Nominees (and its *authorised officers*) and 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 *third party security provider's* portfolio. Each attorney can exercise their powers at any time regardless of whether the *borrower* or the *third party 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*, each attorney may sell some or all of the *borrower's* and/or the *third party security provider's* portfolio to repay some or all of the *loan* (even if the *third party security provider* is a *third party* and they do not know about the *margin call*).
4. At any time we may vary the *loan to value ratio* assigned to any securities (including reducing it to zero) or the quantity of any securities we will assign

a lending ratio to, or remove any securities from our acceptable securities list. This may result in a *margin call* or pending transactions not being completed. The *loan to value ratio* that is assigned to securities and any change in that 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 any securities to form part of a portfolio.

5. There is the risk that any dividends, distributions and additional tax refunds that the *borrower* anticipates may not be paid or their payment may not coincide with the time when interest payments must be made on the *loan*. For this reason, neither the *borrower* nor the *third party security provider* should rely on anticipated dividends, distributions or additional tax refunds as the sole source of income to meet interest payments or possible *margin calls*.
6. All dividends, distributions, bonus issues, rights issues and other rights and entitlements defined as 'new rights' in the Suncorp Bank Margin Lending Terms and Conditions will be mortgaged to us and neither the *borrower* nor the *third party security provider* will have access to them unless we agree. In addition, neither the *borrower* nor the *third party security provider* may be able to accept takeover offers or other offers related to their securities, except with our prior written consent.
7. In certain circumstances the *loan* will be in default (see clause 31 of the Suncorp Bank Margin Lending Terms and Conditions). None of the *borrower*, the *guarantor* nor the *third party security provider* may have control over any of these circumstances; such as a significant fall in the market, the delisting of a company, or the default by another *person*. If any default occurs, we have certain rights including the right to demand immediate repayment of the *loan* and/or any *guarantee* of the *borrower's* obligations; and/or a portfolio can be sold under the terms of the mortgage without giving the *borrower*, the *guarantor* or the *third party security provider* notice in order to repay any outstanding *loan* balance.
8. A fall in the value of the mortgaged property between the time that the *borrower* places an order with their broker and the time that settlement occurs may mean that we are unable to settle the purchase for the *borrower*. This may result in fail fees being incurred by the *borrower*. We may also be unable to settle a purchase if to do so would exceed the *borrowing limit* or the *credit limit*.
9. We can vary the interest rate applicable to the *loan* at any time, except on any amount for which the *borrower* has prepaid interest or has entered into a fixed interest rate. Prepayments of interest will not normally be refunded, even if the *borrower* repays part or all of the *loan*.
10. Our rights to recover money owing to us from the *borrower* are not limited to the mortgaged property. This means that if there is money still owing to us after all of the security portfolio has been sold, we may then seek to recover any deficiency from the *borrower* personally or under any *guarantee* of the *borrower's* obligations.

11. We do not provide the *borrower*, the *guarantor* nor the *third party security provider* with financial, investment, taxation, legal or other advice regarding the *facility* or its terms, its suitability to the *borrower's* circumstances or how the *borrower* should invest the money it borrows under the Suncorp Bank Margin Lending Terms and Conditions. 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*.
12. Until 30th June 2014, We may pay a commission to the *borrower's* financial adviser and/or financial planner during the term of the *loan*, if such payment is not prohibited by law. The payment of that commission by *us* is not an endorsement of any financial adviser or financial planner and *we* do not, in any circumstances, accept any responsibility for any statement, act or omission of any adviser.

Third Party Security Provider additional risk disclosure statement

The following are some additional risks associated with providing a *third party security* for the *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 *third party security provider* without *your* knowledge or agreement.
2. The *facility* 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 *you* unless the *borrower* has repaid all money owing or there is sufficient security available after *your securities* have been removed from the *mortgaged property*.

By signing the power of attorney in the *application form* as a *third party security provider*, 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.

Privacy disclosure and consent

Privacy Statement

Privacy is Important....

...especially when you consider the number of ways we communicate and interact these days. That's why we've put together this statement. It explains how we collect, hold, use and disclose your personal information and who we share it with.

And because it's guided by privacy laws, you can be sure it takes your rights seriously.

Above all, this statement is your assurance that we never take your privacy for granted and always take the utmost care in protecting your personal information.

Suncorp-Metway Ltd ABN 66 010 831 722 and SME Management Pty Ltd ABN 21 084 490 166 ('we' or 'us') are members of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products and services;
- gather and aggregate information for statistical, prudential, actuarial, reporting and research purposes;
- perform tasks in connection with purchasing or funding products provided to borrowers;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

What happens if we can't collect your personal information?

If we can't collect your personal information from you (or from other people or organisations in some cases) we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations.

We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you.

We will use and disclose your personal information for the purposes we collected it as well as for related purposes, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group;
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services
 - for example: information technology providers, administration or business management services, consultancy firms, auditors and business management consultants, marketing agencies and other marketing service providers, and print/mail/digital service/imaging/document management providers;
- your or our advisers, agents, representatives or consultants;
- government, statutory or regulatory bodies and enforcement bodies;
- the Financial Ombudsman Service (FOS) Australia or any other external dispute resolution body;
- credit reporting bodies;
- other credit providers, including for reference and collection purposes;
- any insurer relating to your facility including lending mortgage insurers and consumer credit insurers;
- investors, advisers, trustees, trust managers or any other organisation that performs tasks in connection with purchasing, funding or managing products provided to you;
- any organisation that assists us to gather or aggregate information for statistical, prudential, actuarial, reporting or research purposes;
- debt collection agencies, your guarantors, organisations involved in valuing, surveying or registering a security property, or which otherwise have an interest in such property, purchasers of debt portfolios;
- manufacturers for plastic card production (eg debit cards); and

- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons and organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

We may also collect or disclose personal information about you from or to any entity where that collection or disclosure is required or authorised by law. For example, under the following Australian laws we may be authorised or required to collect your personal information: Anti-Money Laundering and Counter-Terrorism Financing Act; Income Tax Assessment Acts, Tax Administration Act and A New Tax System (Goods and Services Tax) Act; National Consumer Credit Protection Act; Personal Properties Securities Act, and any regulations made under those Acts.

Disclosure of credit information to credit reporting bodies

We may disclose your credit information to credit reporting bodies where the Privacy Act permits us to do so. For example, if you fail to meet your payment obligations in relation to consumer credit provided by us or if you commit a serious credit infringement we may be entitled to disclose this to a credit reporting body.

Credit reporting bodies may include information provided by us in reports provided to other credit providers to assist them to assess your credit worthiness.

We currently disclose credit information to Veda Advantage Ltd. Their contact details are:

Veda Advantage,
Veda – Customer Resolutions
PO Box 964, North Sydney NSW 2059
Phone: 1300 762 207
Email: corrections@veda.com.au

(For Veda Advantage's most up-to-date contact details please visit their website at www.mycreditfile.com.au)

You may obtain a copy of Veda Advantage's policy about their management of credit reporting information. To do so, please contact them or visit their website.

Opting out of direct marketing pre-screenings

A credit reporting body may use your credit reporting information to assist a credit provider to exclude you from direct marketing by that credit provider, on the basis that you may be an adverse credit risk. This process is known as a "pre-screening". If you do not want a credit reporting body to use your information for the purpose of pre-screening, you have the right under the Privacy Act to contact them and request (at no cost to you) that they do not use your information for pre-screening purposes.

If you are a victim of fraud (including identity fraud)

Under the Privacy Act you can make a request that a credit reporting body (at no cost to you) that they do not use or disclose credit reporting information they hold about you in circumstances where you reasonably believe that you have been or are likely to be a victim of fraud, including identity fraud. The period while this applies is called a “ban period”. The credit reporting body will explain to you in more detail the effect and duration of a ban period when you contact them to make a request.

Overseas Disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons located overseas, for the same purposes as in ‘Why do we collect personal information?’.

The list of countries Suncorp usually discloses personal information to is in our Suncorp Group Privacy Policy. Please go to www.suncorp.com.au/privacy to see our Suncorp Group Privacy Policy or call 13 11 75 to obtain a list of countries Suncorp usually discloses personal information to.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

Your personal information and our marketing practices

Every now and then, we and any related companies that use the Suncorp brand might let you know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services. We may use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you.

Our Policies

You can obtain a copy of the Suncorp Group Privacy Policy and Suncorp Credit Reporting Policy. Please use the contact details in Contact Us if you wish to do so.

How to access and correct your personal information or make a complaint

You have the right to access and seek correction of your personal information (including credit information and credit eligibility information) held by us and you can find information about how to do this in the Suncorp Group Privacy Policy and Suncorp Credit Reporting Policy.

These policies also include information about how you can complain if you believe we have not complied with the Privacy Act (including the credit reporting provisions in Part IIIA and the Credit Reporting Code) and how we’ll deal with such a complaint.

Contact us

For more information about our privacy practices including overseas disclosure or to tell us about your marketing preferences you can visit: www.suncorp.com.au/privacy.

Alternatively, you can get in touch directly by contacting us on:

Phone: 13 11 75

Email: privacyaccessrequests@suncorp.com.au

Mail: Suncorp Bank GPO Box 1453, Brisbane Qld 4001 or by visiting a Suncorp Bank Branch

Terms and conditions

Important

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

Words printed *like this* are explained in clause 60 of these terms and conditions.

When *you* and any *third party security provider* sign an *application form*, 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* and the *nominee*.

If *you* are applying to be a *borrower*, this agreement incorporates four distinct legal concepts:

- the lending provisions;
- a *mortgage* given by *you* to *us*;
- the arrangements with the *nominee* and the appointment of *us* and the *nominee* as *your attorney*; and
- the appointment of *us* or someone 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:

- a *mortgage* given by *you* to *us* to secure the obligations of the *borrower*;
- the arrangements with the *nominee* and the appointment of *us* and the *nominee* (as the case may be) as *your attorney*; and
- the appointment of *us* or someone approved by *us* as *your CHESSE sponsor*.

In the *application form*, *you* and any *third party security provider* also appoint *us* and the *nominee* as *your attorney*. Both *us* and the *nominee* as *your attorney*, may execute *documents* on *your* behalf in accordance with that power, including the Suncorp Bank Margin Lending Terms and Conditions and any amendments to them. This agreement will be executed by *us* or the *nominee* as attorney for the *borrower* or *third party security provider* (as the case may be). Once *we* sign this agreement, it is binding on *you*, any *third party security provider*, *us* and the *nominee*. The date *we* sign is the commencement date of this agreement.

Part 1 – Lending provisions

1 Conditions for borrowing

- 1.1 *We* lend in *our* discretion, but only if:
- (a) *you* have given *us* the following in a form satisfactory to *us*:
 - (i) the *documents*, appropriately signed by the relevant parties; and
 - (ii) any other document or information *we* reasonably require (including, without limitation, any document or other information that *we* require to satisfy ourselves that the proceeds of the *loan* will not be used for a *National Credit Code purpose* where *you* are an individual);
 - (b) *you* have paid any fees payable under the *facility*;
 - (c) an *event of default* has not occurred and is not likely to occur;
 - (d) *we* are satisfied that the *amount outstanding* will not exceed the *borrowing limit* or the *credit limit* immediately after *we* lend the money;
 - (e) *we* have obtained all the credit, financial and personal information about *you*, any *guarantor* and any *third party security provider* that *we* consider necessary;
 - (f) no *security provider* has rejected an *identification notice* *we* have issued;
 - (g) *we* are satisfied that the proposed *facility* meets *our lending criteria* and *we* have notified *you* of *your credit limit*;
 - (h) *we* are satisfied that the money lent to *you* will only be used to acquire *securities* that are for business or investment purposes approved in writing by *us*;
 - (i) 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*; and
 - (j) *we* are satisfied there is no law or regulation (prudential regulation or otherwise) that might have an adverse impact on *our* business.
- 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 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 The amount *you* may borrow is determined by *your credit limit* and *your borrowing limit*.
- 2.3 *Your borrowing limit* depends on the *loan to value ratio*, the *market value* of *securities* over which *security providers* have granted *security interests* to *us* and whether your *facility* is *diversified*. During any period while your *facility* is *diversified*, the *borrowing limit* that would otherwise apply is increased by the amount of any *diversified portfolio acceptable securities limit*. The *loan to value ratio* for each *security* is shown in

the *acceptable securities list* to the *facility* and the *diversified portfolio acceptable securities list* when the *facility* meets the *diversified* criteria. We may change the particulars on the *acceptable securities list* and *diversified portfolio acceptable securities list* at our discretion and without prior notice to you.

- 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 (including where we are required by law to do so). You may request us to review your *credit limit* at any time. 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 a *margin call* or 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* or the *facility*, 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 Subject to clause 2.6, under the *facility*, we may lend you money by way of the various *loan* options that are available from time to time. Subject to our agreement, you may nominate the means of drawing and repaying each *loan* under the *facility*.
- 2.6 Unless we agree otherwise, the maximum amount you may borrow is the lesser of your *borrowing limit* and your *credit limit*.
- 2.7 Notwithstanding the above, the amount we lend you from time to time is also subject to restrictions imposed under legislation, and regulation and/or at law.

3 Borrowing money

- 3.1 Provided the conditions in clause 1.1 have been satisfied or otherwise waived by us, a request for a *loan* may be made by supplying us with a *confirmation* which, unless you instruct us otherwise before we receive it, we will treat as a direction to:
- lend you money under the *facility* to settle the *confirmation*; and
 - register the *securities* in your *participant sponsored holding*, the *security provider's* name or the *nominee's* name, as required by us in our discretion.

We may decline your request to borrow for any reason. 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:
- your *credit limit* is increased to the *amount outstanding* after we have settled the *confirmation*; and
 - 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 to 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*, *entitlements* or *future security*, 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*, *entitlements* or *future security* are to be applied for in your name, the name of any other *security provider* or the *nominee's* name.
- 3.5 If the application is unsuccessful for any reason, any application money will be refunded to you less expenses reasonably incurred by us.
- 3.6 Diversified Portfolio Feature
- Your *facility* will be considered *diversified* during any period in which:
 - the *mortgaged property* contains at least three *securities* on the *acceptable securities list* or such other number as we determine at our discretion from time to time; and
 - the *market value* of any *security* on the *acceptable securities list* does not exceed 50% of the *market value* of all *securities* on the *acceptable securities list*.
 - During any period when your *facility* is *diversified* you may request a *loan* under the *facility* to purchase *securities* on the *diversified portfolio acceptable securities list*.
 - We will generally decline a request to borrow to purchase *securities* on the *diversified portfolio acceptable securities list* unless your *facility* is *diversified*.

4 Interest

- 4.1 You must pay us interest on each *loan* at the rate we specify (which may be a fixed rate or a variable rate, depending on your arrangements with us in relation to each *loan*) for the period, and in the manner, that you and we agree to. Details of current interest rates are available from us on request and are available on our website at www.suncorpbank.com.au.
- 4.2 Interest:
- accrues on each *loan* from day to day commencing on the first day on which each *loan* was lent;
 - is calculated on the number of days elapsed and a 365-day year; and
 - is payable on the last day of each month and debited to a *loan account* at the end of each month and on termination of the *facility* (unless we agree otherwise).

- 4.3 Notwithstanding *our* other rights in accordance with clauses 32 and 33, if *you* do not pay *us* any interest on the due date *we* may capitalise that interest to form part of the *amount outstanding*.
- 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' written notice to *us*.
- 4.5 *We* do not pay *you* interest on any credit balance in *your loan account*. It is *your* responsibility to transfer any credit balance in *your loan account* to an interest bearing account as *we* will not automatically do so.
- 4.6 If *you* ask and *we* agree, *you* may pay interest in advance on any agreed date. Any interest prepaid is not normally refundable, even if *you* repay the *loan* early.
- 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.

5 Other amounts we can charge to your loan account

- 5.1 *We* may debit costs payable by *you* 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 www.suncorpbank.com.au. *We* may vary interest rates, fees and charges payable from time to time at *our* discretion.

6 Payments

- 6.1 *You* and each *security provider* must pay all amounts due under the *documents* in full, in clear, immediately available funds (by cheque, direct payment or another method of payment *we* notify *you* of from time to time) without setting off amounts *you* or any other *security provider* believe *we* owe *you* or any other *person*, and without counterclaiming amounts from *us*.
- 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 to *you* offset any money *we* owe *you* against any money *you* owe *us* under the *facility*.

- 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 *account*, towards satisfaction of the payment that is due. *We* may do this without giving *you* any prior notice, but *your* account statement will reflect any such transaction.

- 6.7 *We* may apply or direct the *nominee* to apply:
- any amount *you* pay *us* under the *facility*;
 - any cash received as a result of rights derived from the *mortgaged property*;
 - any proceeds from any *corporate action* (including the takeover, compulsory acquisition, or redemption of, or return of capital) on, any of the *mortgaged property*;
 - any proceeds from the sale of any *mortgaged property*; and
 - any return of some or all of the subscription 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:

First: any unpaid government charges payable in connection with the *facility*;

Second: any unpaid *enforcement expenses*;

Third: any unpaid interest which has been debited to the *account*;

Fourth: any other unpaid fees and charges; and

Fifth: the principal outstanding under the *facility*.

This applies even if that part falls due after an *event of default* has occurred.

- 6.9 *We* may pay any money remaining after the *amount outstanding* has been paid in full to another *person* entitled to it. In particular, *we* may pay it to a *person* with a subsequent registered or unregistered *security interest* without incurring any liability to *you*, any *guarantor* or any *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*:

- if an *event of default* has occurred, forthwith on demand by *us* (see Part 6); or
- 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 to reduce the maximum amount that *you* may borrow.

- 7.3 Subject to clause 7.1 above, *you* may repay all or any part of the *amount outstanding* whenever *you* wish by giving *us* at least 2 *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* do repay (including under clause 8), *we* will not normally refund any prepaid interest and *you* may be required to pay an administration fee to cover *our* reasonable costs to terminate the *facility*.
- 7.5 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 *amount outstanding* exceeds the sum of:
- the *borrowing limit*; and
 - the *buffer*,
at any time.
- 8.2 If a *margin call* occurs *we* will notify *you* or *your nominated adviser* as soon as practicable and in accordance with clause 42.
- 8.3 *You* acknowledge that if *you* nominate a *nominated adviser* 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*.
- 8.5 The action *you* must take if *your* account goes into *margin call* is to:
- repay some or all of the *amount outstanding*;
 - provide *us* with additional *security interests* which are acceptable to *us*;
 - 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
 - take any other steps *we* consider necessary, so that the *amount outstanding* no longer exceeds the *borrowing limit*.
- 8.6 *You* should ensure that *you* or *your nominated adviser* 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.
- 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 *amount outstanding* 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, the number of *securities* on the *acceptable securities list* that must be held for a *facility* to be *diversified* or the percentage taken into account in the *borrowing limit*, the *diversified portfolio acceptable securities cap* or the *buffer*, at any time in *our* discretion, even if it results in a *margin call*.
- 8.9 *You* and each other *security provider* acknowledge and agree that:
- you* will manage the *facility* to avoid a *margin call*;
 - you* must monitor whether a *margin call* applies at any time; and
 - if at any time a *margin call* does occur:
 - 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
 - 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 or under these terms and conditions.
- 9 Authority to operate**
- 9.1 *You* may nominate another *person* or *persons* as an *authorised signatory* 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 adviser* or *managed investment scheme* to provide *us* with instructions to switch or redeem all or part of the *security* relating to the *managed investment scheme*. The nomination must be done in a manner acceptable to *us* (which may include the *person* providing such *documents* and other information as 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 or indirectly in connection with *us* acting on the instructions of *your authorised signatory* or *nominated adviser* or the acts or omissions of *your authorised signatory* or *nominated adviser*.
- 9.4 If *you* appoint an *authorised signatory* or *nominated adviser* (unless such appointment is revoked in accordance with clause 9.2), *you* cannot later claim that *your authorised signatory* or *nominated 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 *you* or the *security provider* does not comply with any of their respective obligations under any part of this agreement, we may redeem, sell or deal with the *mortgaged property* as if we owned it. We may also sue *you* or the *security provider* for any remaining money *you* or the *security provider* 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 (Sydney time) on any *business day*, it is taken to be received on the next *business 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*. 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 7 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.

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* name 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*;
 - (h) procure any other *person* to, provide to *us* any information required and requested by *us* from time to time to conduct a re-assessment of creditworthiness of the *borrower* during the term of the *facility*; and
 - (i) 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 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 Subject to clause 15.3, 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 *mortgaged property*.
- 15.3 We need not release any of the *mortgaged property* if:
- (a) *you*, any *guarantor* or any other *security provider* has not fulfilled their obligations under the *facility*; or
 - (b) we are not satisfied that the *amount outstanding* has been or will be paid; or
 - (c) after the release, the *amount outstanding* would exceed the *borrowing limit* or the *credit limit*.
- 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 It is an *event of default* if the *security provider* does not obtain *our* consent and any agreement we ask for (see Part 6).
- 16.3 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.
- 16.4 The *security provider* must comply on time with any obligation in connection with any other *security interest* in the *mortgaged property*.

17 Administrative matters

- 17.1 We may arrange for any transfer to *us* of the *security provider's* rights under the *mortgaged property* to be registered.
- 17.2 For the purpose only of fixing priorities under section 282 of the *Corporations Act*, the prospective liabilities secured by the *mortgage* include the *amount outstanding* at any time up to A\$100,000,000 or the highest of any amount indicated on any form lodged at ASIC by *us* in relation to the *mortgage*. This clause does not affect any of *your* or any *security provider's* obligations to *us*.

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* (if we require) 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 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 *ACH* if required by either the *security provider's broker* or the *ACH*;
 - (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*; or
- (c) claim an amount from the *borrower* or another *third party security provider* of the *borrower's* obligations under any right of indemnity; or
 - (d) claim an amount in the *insolvency* of the *borrower* or another *third party security provider* of the *borrower's* obligations under the *documents* (including a *person* who has signed this agreement).

Part 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 *master 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 *master 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:
- 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
 - 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 *nominee* agrees to take action in connection with the *mortgaged property* only in accordance with instructions given by us in accordance with our rights under these terms and conditions.
- 25.2 Instructions may include:
- a direction to take any action that we could take under this agreement in connection with the *mortgaged property*; or
 - 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 (not instructions received from the *security provider*) 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.
- 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 the *borrower* borrows money under the *facility*:

- (a) all information provided to *us* in connection with the *mortgaged property* is true and correct (including as to the nature and extent of *your* and the *security provider's* interests in it);
- (b) *you*, the *guarantor* and each other *security provider* are able to enter into the *facility* and the other *documents* and give each of them full force and effect;
- (c) *you*, the *guarantor* and each other *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*, the *guarantor* 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) *you* or the *security provider* have not entered into the *facility* or applied for any *securities* in reliance on, or as a result of, any statement or conduct of any kind by or on *our* behalf or on behalf of the *nominee*;
- (f) any amount that *we* may receive as a result of *your*, the *guarantor's*, 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*;
- (g) any *securities* or *entitlements* which are, or which are to be, mortgaged to *us* are and will be free of any other *security interest*;
- (h) neither *us* nor the *nominee* has provided taxation advice to the *borrower* or a *security provider* and the *borrower* and each *security provider* should seek and rely on *their* own professional taxation advice prior to making any decisions in respect of the *loan* portfolio;
- (i) *you* are an Australian resident for taxation purposes;
- (j) *you* 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*;
- (k) 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; and
- (l) 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 *confirmations*, acknowledgments and warranties 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 other *security provider* undertakes:

- (a) to give *us* promptly any financial and other information when *we* request;
- (b) to inform *us* promptly if there is an *event of default*, or if something may be about to become an *event of default*;
- (c) to do everything (including obtaining consents; signing and producing *documents*; producing receipts and getting *documents* completed and signed) in order to ensure that *you*, each *guarantor*, and each other *security provider* and any successors are bound by the *facility*;
- (d) if any of *you* or the *security provider* are an individual or an individual acting as a trustee, to apply the money *we* lend *you* under the *facility* to acquire *securities* and not wholly or predominantly for *National Credit Code* purposes;
- (e) if *you* or the *security provider* are a company, to ensure that any of their new or existing directors promptly joins any of the *documents* comprising the *facility* and provides a *guarantee* of the *borrower's* obligations acceptable to *us* if *we* request; and
- (f) until the *amount outstanding* is paid in full, to:
 - (i) neither directly or 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*; or
 - (ii) neither exercise any rights to, or claim to be entitled to, any of *our* rights under the *facility* or a *security interest* given by the *security provider*; or
 - (iii) not claim an amount from a *borrower* under a right of indemnity relating to the *facility*.
- (g) without limiting clause 59, 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 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
- (h) to pay or reimburse *our* reasonable costs in connection with anything the *security provider* is required to do under (g) above.

29 Trustee declarations and undertakings

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

- (a) before we first lend *you* any money under the *facility*, *you* must provide *us* with a copy of the trust deed for the relevant trust fund satisfactory to *us*, certified by *you* or another *person* acceptable to *us* to be a true copy and satisfy *us* that *you* may enter into this *facility* or give a *security interest* or both in *your* personal capacity and in *your* capacity as trustee; and
 - (b) *you* declare that *you* have:
 - (i) the power to sign the *documents*, perform *your* obligations under them and allow them to be enforced;
 - (ii) all necessary resolutions, consents, approvals or other procedural matters have been obtained as required by any relevant trust deed or at law;
 - (iii) signed the *documents* in *your* personal capacity and also in *your* capacity 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*, this right has not been limited in any way, and the trust fund is sufficient to cover this right of indemnity;
 - (v) any *securities*, *new rights* and *entitlements* 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
 - (c) *you* agree to:
 - (i) exercise *your* right of indemnity from the trust fund and beneficiaries if necessary in order to meet *your* obligations under the *documents*;
 - (ii) do everything *you* have to as trustee of the trust;
 - (iii) not retire as trustee of the trust;
 - (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; 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 *third party 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 losses or costs we suffer or incur as a 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*, any *guarantor* or any *third party security provider* breaching the law;
 - (e) *us* or the *nominee* entering into or performing obligations under the *facility*;
 - (f) inaccuracy in, or breach of, any of the representations, warranties, 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 their obligations as a *security provider's sponsoring participant* in connection with any of the *documents*;
 - (i) any action or default by a *security provider* under or in relation to the *sponsorship agreement* in Part 7;
 - (j) any *loan* being repaid before its due date; or
 - (k) *our* reliance on any instructions 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, a guarantor or any other security provider does not pay on time any amounts due under any document (including if a margin call under clause 8 is not satisfied in accordance with the facility);
 - (b) you fail to satisfy a margin call in connection with the facility;
 - (c) you, a guarantor or any other security provider does something they agree not to do, or do not do something they agree to do, under any document; or
 - (d) you, a guarantor or any other security provider, or someone acting on behalf of any of you, gives us incorrect or misleading information, or makes a representation, warranty or declaration which is untrue, in connection with a document; or
 - (e) a judgment of any court or any order of an authority is executed against any of the mortgaged property; or
 - (f) you, a guarantor or a security provider become insolvent, or steps are taken to make you, a guarantor or a security provider insolvent, or, if any of you are a natural person, any of you die; or
 - (g) if any security forming part of the mortgaged property consists of an interest in a trust account:
 - (i) any 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’);
 - (ii) any event occurs which results in the termination of the plan or the vesting of trust assets held under the plan;
 - (iii) the administrator or trustee under the plan is removed from office; or
 - (iv) any event of default occurs under the relevant management agreement;
 - (h) any of the mortgaged property that was quoted on any official list of the ASX ceases to be so quoted;
 - (i) 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 by the sponsor of any agreement with the sponsor; or
 - (j) we reasonably believe that there has been a material adverse change; or
 - (k) we conduct a reassessment of the borrower’s creditworthiness or any other matter which reveals that the facility would be “unsuitable” (as that term is understood in the Corporations Act) for the borrower if the facility was being issued at the time of the reassessment.
- 31.2 No event of default under paragraphs (i), (j) or (k) will occur if the failure to comply:
- (a) is capable of remedy; and
 - (b) is remedied within 5 business days of us giving notice to you of the failure to comply.

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

- 32.1 If an event of default occurs, you authorise 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 standing to the credit of any account;
 - (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 or the security provider 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 costs and remuneration.
- 33.2 We may set a receiver’s remuneration, remove a receiver and appoint a new or additional receiver as we 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; 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* and the *nominee* irrevocably appoint the *sponsor*, in its capacity as a *general settlement participant*, to be the *sponsoring participant* until a substitute is appointed. 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 the whole of its business is providing nominee, custody and related services or margin lending services; and
- (b) it has fulfilled all the other requirements under the *Settlement Rules* for admission as a *general settlement participant*.

36 What the *sponsoring participant* can do

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

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*, *ACH* or *ASTC* and any *entity* on the request of the *security provider* or the *nominee* and at any times that the *sponsor* thinks necessary;

- (d) within the period prescribed by the *Settlement Rules*, give the *ASX*, *ACH* or *ASTC* or the relevant *entity* notice of any change in information required for registration notified by the *security provider* or the *nominee* under clause 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) *ASTC* has not approved and takes no responsibility for, its abilities or qualifications as the *sponsoring participant*;

- (b) information on its status as the *sponsoring participant* can be obtained from *ASIC*;

- (c) if it is suspended from the settlement facility provided by *ASTC*, subject to the *sponsor's* liquidator or *receiver* asserting an interest in the *securities*:

- (i) the *security provider* has the right to request the *ASTC* to remove any *securities* held by the *security provider* or the *nominee* from the *CHES* Subregister or from the control of the *sponsoring participant* under rule 7.2.3(b) of the *Settlement Rules* within 20 *business days* of the *ASTC* giving notice of the suspension; and
- (ii) where a request under clause 36.6(c)(i) is not made, *ASTC* may change the *controlling participant* and the *security provider* will be deemed to have entered into a new *sponsorship agreement* with the new *sponsoring participant*, on the same terms as the existing *sponsorship agreement* within 10 *business days* of the change of *controlling participant*;

- (d) the *security provider* and the *nominee* may refer a breach by the *sponsor* of the *Settlement Rules* to any regulatory authority including *ASTC*;

- (e) the *security provider* and the *nominee* may lodge a complaint against the *sponsor* with *ASIC* and Financial Ombudsman Service (FOS) Australia;

- (f) **in some circumstances the *security provider* or the *nominee* may make a claim for compensation on the *sponsorship bond* lodged by the *sponsor* with *ASTC*. The *security provider* and the *nominee* are not entitled to make a claim on the National Guarantee Fund for compensation; and**

- (g) **it is solely responsible for meeting any claims that the *security provider* or the *nominee* make against the *sponsor* for compensation. If the *security provider* or the *nominee* makes a claim for compensation against the *sponsor*, its ability to satisfy that claim will depend on its financial circumstances.**
- 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:
- the consent of ASTC must first be obtained and any conditions stipulated by ASTC met;
 - both the *sponsor* and the new *sponsoring participant* will give the *security provider* and the *nominee* notice of the change in accordance with the *ASTC Settlement Rules*; and
 - 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 36.7 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 Holding* to any *nominated adviser*, *authorised signatory* or any other *security provider*.
- 36.14 This *sponsorship agreement* terminates immediately:
- by notice in writing from either the *security provider* or the *sponsor* to the other;
 - if the *sponsor* becomes *insolvent*;
 - if the *sponsor* is suspended from the settlement facility or its rights under the settlement facility are terminated; or
 - 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 38.14 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:
- ASTC has not approved and takes no responsibility for, the *sponsor's* abilities or qualifications as the *sponsoring participant*;
 - ASX, its subsidiaries and controlled entities (including ASTC) have no responsibility for supervising or regulating the relationship between the *security provider* and the *nominee* and the *sponsoring participant* other than in relation to *sponsorship agreements*;
 - 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*' on page 4);
 - they understood the intent and effect of this agreement before signing it;
 - 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;
 - in the event of the *security provider's* death or bankruptcy a *holder record lock* will be applied to all *securities* held in a *participant sponsored holding* in the *security provider's* name in accordance with rules 8.15.8 and 8.15.11 of the *Settlement Rules*, unless the *security provider's* legally appointed representative elects to remove those *securities* from the *CHES Subregister*;

- (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 *ASTC* 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 *holdings* 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 *ASTC* 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 National Guarantee Fund under Part 7.5 Division 4 of the *Corporations Regulations* unless the *transfer* was taken to be effected by a market participant of *ASX* or a clearing participant of *ACH*.
- 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 *CHES* 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 losses 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 *account* with any amounts you are required to pay under clause 30.1.
- 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 of the following:
- (a) any *receiver* or attorney appointed under a *document*;
 - (b) any of our employees or officers; and
 - (c) 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:
- (a) any change or movement in the *value* of any *security* comprising part of the *mortgaged property*;
 - (b) any information, advice or opinion (including any information, advice or opinion relating to any *security*) provided by us or any other *person* on our behalf whether or not it is provided at your request or relied on by you or by others;
 - (c) any *loss*, damage, cost, liability or expense that you may suffer as a result of the failure of any services (electronic and/or telephone and/or internet and/or processing and/or otherwise) we provide other than to correct any errors and refund any fees or charges arising as a result of the failure;
 - (d) 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*;
 - (e) any *loss* that you, any *security provider* or *guarantor* may suffer as a result of any missed market opportunity or 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;
 - (f) 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*;
 - (g) any *loss*, damage, cost, liability or expense that you may suffer as a result of any *nominated adviser* appointed by you to receive notice of a *margin call* failing to provide you with notice of that *margin call*; or
 - (h) any *loss*, damage, cost, liability or expense resulting (directly or indirectly) from the current or future changes to the laws or regulations relating to margin lending.

41 Commissions

Until 30th June 2014, *We* may pay a commission to the *borrower's* financial adviser and/or financial planner during the term of the *loan*, if such payment is not prohibited by law. *We* are not required to obtain *your* consent to any change in the basis upon which *we* do so. Payment of any such commission or the giving of benefits is not an endorsement of that *person* by *us*.

42 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 and *we* are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy or doing any act or thing, whether or not caused by *our* negligence.
- 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, *receiver* or *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 the *security provider* in respect of an amount payable under the *documents* (*we* can still exercise *our* rights under this agreement as well as under the judgement, order, other *guarantee* or security).
- 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 the *default rate* or the rate in the court order, whichever is higher.

Further steps

- 42.9 *You* and each *security provider* must promptly do anything *we* ask (such as obtaining consents, signing and producing *documents*, producing receipts and getting *documents* completed and signed) to 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 on 30 days' prior notice:
- (i) impose any new fee or vary the amount of any fee;
- (ii) vary the interest and fee charging cycles; and/or
- (iii) vary the basis of calculating and charging of interest; and,
- on such notice required by law,
- (iv) vary any interest rate or default interest rate margin.

We will notify *you* of such amendment in writing or by newspaper advertisement or on *our* website no later than the day the amendment takes effect, however the amendment is effective on its terms even if *we* do not.

- (b) From time to time and at any time, *we* may increase, decrease, add to, delete or otherwise vary *our loan to value ratios* on any of the *mortgaged property* without providing *you* with prior notice. Any change will be notified on *our* website at www.suncorpmarginlending.com.au.
- (c) *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 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) conform with industry or market practice or best practice in Australia or overseas; or
- (vi) reflect changes in technology or *our* processes including *our* computer systems.

Without limiting *our* rights under sub-paragraphs (i) to (vi), *we* may from time to time change any of the *documents* for reasons other than the ones mentioned above.

- (d) We may vary or amend the provisions of the *documents* under clause 42.10(c) from time to time by:
- (i) giving *you* prior notice in writing of the proposed amendments and giving *you* a reasonable time to consider the proposal (consideration period); and
 - (ii) unless *you* notify *us* of any objection to the proposed amendment by the end of the notice period, executing 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).
- (e) The amending documentation will be effective even if for any reason *you* do not actually receive the prior notification sent to *you*.
- (f) 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 amend the provisions of the *documents* without *your* consent or acknowledgement.
- (g) This clause does not apply in respect of changes to direct debit arrangements.
- (h) A right granted by this agreement can only be waived or discharged in writing signed by the party or parties to be bound.
- 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, the *documents* or any related *documents*.
- 42.13 *We* may do anything which *you* or a *security provider* should have done under this agreement but which *you* or the *security provider* either have not done or in *our* opinion have not done properly. If *we* do so, *you* must pay *our costs* for so acting when *we* ask.

Assignment

- 42.14 *We* may assign or otherwise deal with *our* rights and obligations under the *documents*. *You* and each *security provider* agree that *we* may disclose any information or *documents* *we* consider necessary to help *us* exercise this right. Any *person* to whom *our* rights 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* and each *security provider* agree that *we* may disclose any information or *documents* *we* consider necessary to help *us* exercise this right.
- 42.15 *Your* and each *security provider's* rights are personal and may not be assigned without *our* prior written consent.

Inconsistent law

- 42.16 To the extent allowed by law the *documents* prevail to the extent they are inconsistent with any law.
- 42.17 A provision of a *document* that is void, illegal or unenforceable is ineffective only to the extent of the voidness, illegality or unenforceability, but the remaining provisions are not affected.
- 42.18 Any present or future law that varies *your* or the *security provider's* obligations under the *documents* is excluded to the extent allowed by law if it adversely affects *our* or the *nominee's* rights or remedies.

Notices and other communications

- 42.19 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*, *us*, 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* and *we* must be provided with the specimen signature of any *authorised officer*;
 - (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;
 - (iii) (in the case of a delivery by facsimile transmission, email, sms or other electronic means) when the communication was sent, unless the sender's machine received a report that indicates there was a failure in delivering the communication; or
 - (iv) (when allowed by this agreement, if advertised by newspaper) on the date they are first published.
- 42.20 *We* may, to the extent of *your* authorisation in an *application form* or otherwise and to the extent allowed by any applicable law or code of conduct:
- (a) give any communication under this *facility* to *your nominated adviser* or *authorised signatory*.
 - (b) give *you* any notice under this agreement 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 www.suncorpmarginlending.com.au (after notifying *you* by electronic communication that the information is available for retrieval on the website and the nature of the information). *You* may at any time vary the device, electronic means or electronic address *you* have nominated or terminate *your* agreement that *we* can notify changes to *you* via the methods of electronic communication referred to above.

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

Applicable law and service of documents

42.22 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.

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

Confidentiality

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

- (a) with the consent of the provider (which consent is not to be unreasonably withheld);
- (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; or
- (e) to a potential assignee, participant or sub-participant of the recipient’s interests under a *document* or to any other *person* who is considering entering into contractual relations with the recipient in connection with a *document*.

Additional services

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

Disclosure of TFNs and ABNs

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

Telephone Conversations

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

43 Code of Banking Practice

43.1 The relevant provisions of the Code of Banking Practice (the ‘Code’) may apply to the *facility* if *you* or the *security provider* is an individual or a *small business*.

43.2 If the Code applies to the *facility* and a provision of the *facility* contravenes a requirement of that Code or imposes an obligation or liability which is prohibited by that Code, the *facility* is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

43.3 There is a booklet called “Code of Banking Practice” which is available on request from any *Suncorp Bank* branch. This booklet contains information which you may find helpful about banking services and the Code of Banking Practice, such as account opening procedures, confidentiality and complaint handling procedures, combining accounts, bank cheques, the importance of reading the terms and conditions applying to the banking services *you* obtain from *us*, and the advisability of *you* notifying *us* promptly if *you* are in financial difficulty.

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 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.

Part 9 – Savings Gearing Loan

You will need to complete a *savings gearing application* and return it to *us* to establish a *savings gearing loan*.

We will notify *you* if we agree to lend *you* money under this *savings gearing loan*.

45 How and what we will lend you

- 45.1 We will only lend *you* money under this *savings gearing loan* if:
- (a) *you* have satisfied all of the requirements necessary for *us* to lend *you* money under this *facility*;
 - (b) *your savings gearing loan balance* does not exceed the *savings gearing loan limit* at any time; and
 - (c) subject to clauses 48.1 and 48.4, no later than 4 *business days* prior to the *investment date* of that *nominated investment* *you* deposit in the *savings gearing account* the *relevant monthly contribution* in respect of that *nominated investment*.
- 45.2 In respect of a *nominated investment*, subject to clause 48.4, no later than the day that is one *business day* prior to the *investment date* in respect of that *nominated investment*, we will make an *advance* equal to the *monthly margin loan advance* for that *nominated investment*.

46 Making a contribution

If 4 *business days* prior to the *investment date* of a *nominated investment* the balance of the *savings gearing account* is greater than or equal to the *relevant monthly contribution* for that *nominated investment* and that *investment date*:

- (a) *you* will be deemed to have satisfied *your* obligation under clause 45.1(c); and
- (b) *you* authorise and direct *us* to debit the *savings gearing account* for an amount equal to that *relevant monthly contribution* for the purpose of its application under clause 47.1.

47 Investments

- 47.1 *You* irrevocably authorise and direct the *nominee* to apply the *total monthly investment amount* in respect of a *nominated investment* and an *investment date* to purchase, in the *nominee's* name (as *nominee* on *your* behalf), that *nominated investment* on that *investment date*.
- 47.2 If *you* wish to do any or all of the following from time to time:
- (a) cease purchasing a *nominated investment*;
 - (b) specify an additional *nominated investment*;
 - (c) vary the amount of the *monthly margin loan advance* in respect of a *nominated investment*;
 - (d) vary the amount of the *relevant monthly contribution* in respect of a *nominated investment*; or
 - (e) vary the frequency with which *you* make either the *relevant monthly contribution* or we make an *advance*, or both,

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

- 47.3 We may agree or decline any of the variations referred to in clause 47.2 in *our* discretion.

48 Adjusting advances and contributions

- 48.1 *You* may elect not to make a *relevant monthly contribution* under clause 45.1(c) in respect of a *nominated investment* and an *investment date* if *you* would be entitled on that *investment date* to borrow funds from *us* under this *facility* equal to the aggregate of:
- (a) that *relevant monthly contribution*; and
 - (b) the *monthly margin loan advance* in respect of that *nominated investment* and that *investment date*.
- 48.2 *You* will be deemed to have made an election under clause 48.1 in respect of a *relevant monthly contribution* if:
- (a) *you* have not made the *relevant monthly contribution* under clause 45.1(c);
 - (b) *you* have not suspended *your* obligation in respect of that *relevant monthly contribution* under clause 48.4(a); and
 - (c) *you* would otherwise be entitled to make the election provided for by clause 48.1.
- 48.3 If *you* make (or are deemed to make) an election under clause 45.1 in respect of a *relevant monthly contribution* for a *nominated investment*, we will, in addition to the *advance* under clause 45.2, make an *advance* equal to that *relevant monthly contribution* on or about the *investment date* for that *nominated investment* and that *relevant monthly contribution*.
- 48.4 In respect of a *nominated investment*, *you* may elect to do either or both of the following:
- (a) suspend *your* obligation under clause 45.1(c) to make the *relevant monthly contribution* for that *nominated investment*; and
 - (b) suspend making an *advance* under clause 45.2 in respect of the *monthly margin loan advance* for that *nominated investment*, by giving *us* written notice no later than 4 *business days* prior to the *investment date* for that *nominated investment* from which that election is to take effect. *You* may only request a suspension in respect of that *nominated investment* for a period of up to 3 consecutive months or for 3 months in any 12-month period (or such other period as we may agree with *you*).

49 Failure to provide a contribution or advance

If:

- (a) *you* fail to make a *relevant monthly contribution* in accordance with clause 45.1(c); or
- (b) *we* do not make an *advance* equal to the *monthly margin loan advance* in accordance with clause 45.2 as a result of *you* having failed to satisfy any of the conditions to *us* lending *you* money under this *savings gearing loan*;

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

50 Costs

In addition to any other amounts payable under this *savings gearing loan* and the *facility*, *you* may be required to pay *us* for any *costs* *we* reasonably incur in relation to the *savings gearing loan*. *We* may debit any *account* with any amount payable under this clause 50.

Part 10 – Anti-money Laundering, Counter-Terrorism Financing, Sanctions

51 *You* acknowledge and agree that:

- (a) *we* and other members of *Suncorp Bank*, are required to comply with anti-money laundering laws, counterterrorist financing laws, regulations and policies, including *Suncorp Bank*'s policies, reporting requirements under financial transactions legislation and requests of public and regulatory authorities in Australia and certain other countries ("**Anti-Money Laundering Regulatory Requirements**"), that:
 - (i) may prohibit *us* from entering or concluding transactions involving certain persons or entities; or
 - (ii) may require *us* to report suspect transactions to a regulatory authority.

Transactions impacted include those that may:

- involve the provision of finance to any *person* or *entity* involved or suspected of involvement in terrorism or any terrorist act;
 - be relevant to investigation of an actual or attempted evasion of taxation law, investigation of or prosecution of a *person* for an offence against a law of the Commonwealth or a Territory or enforcement of the Proceeds of Crimes Act 1987 (Cth); or
 - involve *persons* or entities which may be the subject of sanctions;
- (b) *we*, and other members of *Suncorp Bank* may intercept and investigate any payment messages and other information or communications sent to or by *you* or on *your* behalf via our systems and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information;
 - (c) neither *we* nor any member of *Suncorp Bank* will be liable for *loss* (whether direct or consequential and including *loss* of profit or interest or damage suffered by any party) arising out of any action taken or any delay or failure by *us*, or any member of *Suncorp Bank*, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out under this clause; and
 - (d) *we* are required to confirm *your* identity and hold certain information about *you* and other relevant parties (for example, beneficiaries, shareholders) under Anti-Money Laundering Regulatory Requirements before *you* open an account. So *we* can comply with these requirements, *you* must provide any information and/or documentation *we* request, otherwise, *we* may not be able to open an account for *you*. In addition, from time to time *we* may request further information and/or documentation from *you* to assist *us* in meeting the Anti-Money Laundering Regulatory Requirements. *You* must provide such information and/or documentation when requested.

Part 11 – Internet Account Access

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

52 How to register for Internet Account access

- 52.1 *You* agree to these *Internet Account Access* terms and conditions when *you* first use *Internet Account Access*.
- 52.2 *You* may apply for access to *Internet Account Access* by phoning 1800 805 972 between 8am and 6pm (Sydney time), on *business days*.
- 52.3 Approval is at *our* discretion. If approved by *us*, *you* will have access via *Internet Account Access* to information about *your loan accounts*.
- 52.4 *You* may be automatically registered for *Internet Account Access*. If so, we will advise *you* by letter sent to the address held on *our* records.
- 52.5 When we register *you* for *Internet Account Access*:
- we give *you* an *internet access user ID number*;
 - we will issue a *password* to *you*; and
 - you* will be required to change the *password* the first time *you* access *Internet Account Access*.
- 52.6 *Your internet access user ID number* and *your password* are the *access methods* for *Internet Account Access*. *You* can use *your Internet Account Access* to:
- view information on *your loan account*; and
 - provide *us* or the *sponsor* with any written instructions we agree to in relation to *your facility*.
- 52.7 We may cancel *your access* to *Internet Account Access* at any time without notice.
- 52.8 It is *your* responsibility to obtain and maintain any *electronic equipment* which *you* may need to have for *you* to use *Internet Account Access*.

53 Availability

We will make reasonable efforts to:

- ensure that *Internet Account Access* is available during the hours specified by *us* from time to time; and
- 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*.

54 Password

- 54.1 *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.
- 54.2 *You* must:
- not record *your password* on the computer or telephone that *you* use to access *Internet Account Access*;

- not record *your password* on any item that identifies *your internet access user ID number* or on any article normally carried with any such item and which is liable to loss or theft with that item;
 - not permit any other *person* to use *your password*;
 - 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
 - use care to prevent anyone else seeing *your password* being entered into any *electronic equipment*.
- 54.3 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:
- not to record *your disguised password* on any item that identifies *your internet access user ID number*;
 - not to record *your disguised password* on the computer or telephone that *you* use to access phone or internet banking;
 - not to disguise *your password* by reversing the letter sequence;
 - not to describe *your* disguised record as a “*password record*” or similar;
 - not to disguise *your password* using alphabetical characters or numbers: A=1, B=2, C=3, etc;
 - not to select or disguise *your password* using any of the following combinations (or parts of them):
 - dates of birth;
 - personal telephone numbers;
 - car registration numbers;
 - family members’ names;
 - social security numbers; or
 - licence numbers.
- (g) not to store *your password* in any low security electronic device of any kind, such as (but not limited to):
- calculators;
 - personal computers; or
 - electronic organisers.
- 54.4 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*.
- 54.5 If *you* suspect that *your password* is known to someone else or *your password* has been used without authorisation:
- you* must tell *us* as soon as possible;
 - you* may notify *us* by telephoning *us* at any time on the phone number on the “contact *us*” page of *our* website; and
 - 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*.

55 Unauthorised Transactions

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

56 Account Aggregation Services and Disclosure of your PIN or Password

- 56.1 If you want a *third party* to collect information about your accounts from us so that it can be aggregated with information about accounts you have, you may be asked to give details of your *internet access user ID number* or *password* to that *third party*.
- 56.2 Before disclosing information under clause 56.1 you must check that the *third party* is approved by us.
- 56.3 We will not treat the disclosure of your *user ID number* or *password* to a *third party* we have approved as:
- (a) a breach by you of your obligations to ensure the security of your *internet access user ID number* or *password*.
 - (b) a breach by you of your obligations to contact us if you lose or forget your *internet access user ID number* or *password*; or
 - (c) a breach of these terms and conditions.

57 Your advisers

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

58 Computer facilities

- 58.1 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.
- 58.2 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.
- 58.3 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 service, 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.

Part 12 – Further Assurances

59 Further assurances

Each *borrower* and *third party security provider* must promptly execute all *documents* and do all things that *we* at any time reasonably require to:

- (a) ensure that the *documents* are not void, voidable or otherwise unenforceable by *us* in accordance with their terms;
- (b) effect, perfect or complete the provisions of the *documents* or any transaction contemplated by the *documents*;
- (c) establish the priority of or reserve or create any *security interest* contemplated by or purported to be reserved or created by any *documents*;
- (d) pay any tax on and register the *documents* with the priority required by *us*;
- (e) execute and deliver to *us* transfer forms in relation to any of the *mortgaged property*, undated and blank as to transferee and consideration; and
- (f) register the *documents*, including but not limited to the registration of the *documents* or any other document on any register established under the *PPSA*, in any relevant jurisdiction and by any *person* *we* determine.

Part 13 – Meaning of words and Interpretation

60 Definitions

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

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

account means an account *we* establish or have established with *us* in *your* name .

ACH means ASX Clear Pty Limited ABN 48 001 314 503.

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

amount outstanding means at any time, all money which one or more of *you* or a *security provider* owe to *us*, or will or may owe to *us* in the future, 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) the 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 form that includes details of, and is signed by, the *borrower* or each *third party security provider*.

ASIC means the Australian Securities & Investments Commission.

ASTC means ASX Settlement and Transfer Corporation Pty Ltd.

ASX means ASX Limited or Australian Securities Exchange Limited.

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

- (a) operate the *facility*; or
- (b) to take any step required to ensure *you* comply with clause 8.

borrower means the applicant for the *facility*.

borrowing limit means, at any time the aggregate of the:

- (i) the *market value* of each *security* in the *mortgaged property*; multiplied by
- (ii) the *loan to value ratio* we have assigned to that *security*; and
- (iii) the *diversified portfolio acceptable securities limit*, if any, at that time.

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 such percentage (which may be zero) of that *value* as we determine from time to time.

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

CHESS has the meaning in the *Settlement Rules*. Generally it stands for the Clearing House Electronic Subregister System, which is a system of registration on computer 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 ASTC.

confirmation means a form of notification of trade in any *security* 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*.

corporate action in relation to any corporation 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* of that corporation, including any compulsory acquisition of those *securities* (including following a takeover of the relevant corporation) or a return of capital on those *securities*.

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 amended 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.

diversified means a *facility* satisfying the requirements set out in clause 3.6.

diversified portfolio acceptable securities cap means the *market value* of all *securities* on the *acceptable securities list* in the *mortgaged property*, multiplied by a percentage determined by us from time to time at our discretion.

diversified portfolio acceptable securities limit means, at any time while a *facility* is *diversified*:

- (i) the *market value* of each *security* on the *diversified portfolio acceptable security list* in the *mortgaged property*; multiplied by
- (ii) the *loan to value ratio* we have assigned to each *security* on the *diversified portfolio acceptable securities list*, up to a maximum of the *diversified portfolio acceptable securities cap* at that time.

diversified portfolio acceptable security list means the list we issue from time to time specifying the *securities* we may accept as *mortgaged property* for a *facility* that is *diversified*, and indicating the *loan to value ratio* for each of those *securities*.

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

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

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

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

For example, this may include costs of collection activity and legal costs.

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

entitlement means any new annuity, commodity, dividend, bonus, money, obligation or *security* of whatever nature that may at any time be:

- (a) transferred, allotted or paid; or
- (b) transferable, allottable or payable, to you, us or the *nominee* (or to anyone else on their behalf) in connection with the *loan*.

event of default has the meaning in clause 31.

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

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

future security means:

- (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* in respect of which a *security provider* (or the nominee) is registered owner under a *holder record* assigned to either of them under the *sponsorship agreement*;
- (c) all *deposited documents* or anything else we agree to accept as *mortgaged property*;
- (d) all *securities* a *security provider* transfers to us or a person we nominate;
- (e) all *securities* a *security provider* owns in or of any *entity* which is not *listed* for quotation on ASX; and all *securities* we specify in an *identification notice* that a *security provider* does not reject within the time specified in clause 10.2, and all the *security provider's* rights and interests in connection with them.

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

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*. If there is more than one, *guarantor* means each of them separately and every two or more of them jointly. *Guarantor* includes successors and any *person* who joins this agreement in the future as a *guarantor*.

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

holder has the meaning in the *Settlement Rules*.

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

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

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

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

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

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

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

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

lending criteria means our credit criteria and any requirements of the *Corporations Act*, *PPSA*, *National Credit Code*, 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 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, consequential, punitive, special or indirect loss (including loss of profits and revenue).

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

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.

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

master 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*. (A copy may be inspected at our offices during business hours).

material adverse change means an effect on:

- (a) the *value* of the *securities*; or
- (b) the ability of you, a *guarantor* or a *third party security provider* to comply with its obligations under or in connection with any *document*.

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

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

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) as varied from time to time.

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) *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 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* (which may include *margin call* notices) or, in relation to a *managed investment scheme*, provide *us* with instructions in relation to that *managed investment scheme*.

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

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

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

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

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

PPSA means Personal Property Securities Act 2009 (Cth).

product disclosure statement means the *Suncorp Bank Margin Loan Product Disclosure Statement*.

receiver means a receiver, receiver and manager, trustee, administrator or similar official.

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

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

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

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

savings gearing loan means the *loan* provided to *you* by *us* under Part 9 of the *facility* and is subject to all the terms of the *facility* including, without limitation, payment of interest and repayment of principal.

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

savings gearing loan limit means:

- (a) the amount specified by *you* in the *savings gearing application* and accepted by *us* as your gearing facility loan limit; or
- (b) such other amount as we agree with *you* from time to time;

provided that such amount will not be less than any minimum limit we may specify in the *savings gearing application*.

securities means those:

- (a) shares, 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 for the payment of money or performance of obligations including a *mortgage*, charge, lien, pledge, trust or power.

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

Settlement Rules means the settlement rules of *ASTC*.

small business means a business having:

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

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

sponsor means Value Nominees Pty Ltd (ABN 90 001 827 998) or such other sponsor as allowed by *us* at *our* discretion in its capacity as *sponsoring participant* under the *sponsorship agreement*.

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

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.

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

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

- (a) the *relevant monthly contribution* for that *nominated investment* and that *investment date* debited by *us* under clause 46(b) (if any);
- (b) the amount of the *advance* (if any) made by *us* under clause 48.3 in respect of that *nominated investment* and that *investment date*; and
- (c) the *monthly margin loan advance* (if any) made by *us* under clause 45.2 in respect of that *nominated investment* and that *investment date*.

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

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

trust account, in connection with an interest *you* have in a trust which is not a unit 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, our or *Suncorp Bank* means Suncorp-Metway Limited ACN 010 831 722 (and any company that is a related body corporate to Suncorp-Metway Limited in terms of section 9 of the *Corporations Act*), *our* successors and assigns.

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

you or *your* means the *borrower* or any *third party*, as the context requires, in an *application form*. If there are more than one, *you* means each of them separately and every two or more jointly of them and includes *your* successors.

61 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”, 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; and
- (f) a requirement for *us* to give *you* a notice or any other information in writing may be done by means of:
 - (i) electronic communication to a device, *electronic equipment* or electronic address nominated by *you*;
 - (ii) displaying information at *our* website www.suncorpmarginlending.com.au (after notifying *you* by electronic communication that the information is available for retrieval on the website and the nature of the information); or
 - (iii) in accordance with clause 42.19.

62 Statement of Account

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

63 Problems and Complaints

Most problems can be solved by simply talking to staff at your local Suncorp branch or telephoning our call centre on 13 11 75.

However we can also help you with any complaints you might have and we would like to hear about these.

If you have a complaint concerning any of our products or services, please tell us.

You can tell us in any of the following ways:

- Telephone: **1800 689 762** (FREE CALL)
- Send us a fax on: 1300 767 337 (cost of a local call)
- Write to us at: Reply Paid 1453
Suncorp Bank Customer Relations
(RE058)
GPO Box 1453
BRISBANE QLD 4001
- Email us at: customer.relations@suncorp.com.au
- or contact us in person at any branch.

If our branch or call centre cannot resolve your complaint within 24 hours, our Regional Office will acknowledge your complaint within 3 days and endeavour to resolve it within 21 days.

For further information on our complaints handling procedure, please contact us on 13 11 75 or in person at any branch.

If you are dissatisfied with the outcome of your complaint or the way in which it was handled please let us know.

Alternatively, the Financial Ombudsman Service (FOS) Australia may be able to assist you. The FOS provides a free, independent service to customers to help you resolve your banking complaint where we have been unable to do so through our complaints resolution process and the issue falls within the FOS’s jurisdiction. Certain small businesses may be eligible to utilise the services of FOS.

You can contact FOS by:

- Telephoning: 1800 367 287 (FREE CALL)*
- Writing to: Financial Ombudsman Service Limited
GPO Box 3
MELBOURNE VIC 3001
- Visiting: www.fos.org.au
- Email: info@fos.org.au

*A higher charge may apply for public telephones or mobile phones.

Direct Debit Request Service Agreement

This Service Agreement only applies if you have completed a direct debit request for your margin loan facility.

Debit User's name and address:

Suncorp Bank Margin Lending

Reply Paid 1877, Royal Exchange, NSW 1225

("we" or "us")

User ID: 146 549

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

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

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

When we are bound by this agreement.

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

What we agree and what we can do.

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

Either sending correspondence to Suncorp Bank Margin Lending, Reply Paid 1877, Royal Exchange, NSW 1225 or fax us on 1300 179 540, stating:

- (i) your margin loan account number
- (ii) details of the action you wish to take
- (iii) details of any bank account changes
- (iv) if deferring a payment, the exact duration; and
- (v) the signatures of all parties on the facility.

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

6. You may dispute any amount we draw under your Direct Debit Request by either sending correspondence to Suncorp Bank Margin Lending, Reply Paid 1877, Royal Exchange, NSW 1225 or by contacting us on 1800 805 972.

Please advise the following information:

- (a) Client Reference Number
- (b) Date and amount of disputed direct debit
- (c) Bank account details
- (d) What is being disputed

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

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

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

8. If the day on which you must make any payment to us is not a business day, we draw on your account under your Direct Debit Request on the following business day.
9. If your financial institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we will add the amount that should have been paid onto your facility. It will be charged interest along with all other debit balances on your facility account. If debiting the unpaid amount results in the current loan to value ratio exceeding the maximum loan to value ratio on your facility account, we may take further action against you (for example, making a margin call on your facility).
10. We will not disclose to any person any information you give us on your Direct Debit Request, which is not generally available, unless:
 - (a) you dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request and to any amount we draw under it to the financial institution at which your account is held or the financial institution which sponsors our use of the Direct Debit System or both of them;
 - (b) you authorise that disclosure under this agreement;
 - (c) you otherwise consent to that disclosure; or
 - (d) we are required to disclose that information by law.

What you should consider

11. Not all accounts held with a financial institution are available to be drawn on under the Direct Debit System.
12. Before you complete your Direct Debit Request, it is best to check account details against a recent statement from your financial institution to ensure the details on your Direct Debit Request are completed correctly.
13. Please enquire of your financial institution if you are uncertain when your financial institution processes an amount we draw under your Direct Debit Request on a day which is not a *business day*.
14. It is your responsibility to ensure there are sufficient clear funds available in your account by the due date on which we draw any amount under your Direct Debit Request to enable us to obtain payment in accordance with your Direct Debit Request.
15. We request you to direct:
 - (a) all requests to stop or cancel your Direct Debit Request to us; and
 - (b) all enquiries relating to any dispute under Clause 6 of this agreement to us or your financial institution.

Contact us for more information:



suncorpmarginlending.com.au



Call 1800 805 972



PO Box R1877
Royal Exchange NSW 1225



Fax 1300 179 540


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