

Suncorp Bank Margin Lending Terms and Conditions

Effective Date 13 December 2010

Contents

CHES explanation	4
Supplementary risk disclosure statement	5
Third Party Security Provider additional risk disclosure statement	6
Privacy disclosure and consent	7
Terms and conditions	8
Part 1 – Lending provisions	9
Part 2 – The Mortgage	12
Part 3 - Third Party Security Provider provisions	15
Part 4 – Appointment of Nominee	15
Part 5 – Warranties, Undertakings and Indemnities	16
Part 6 – Default	18
Part 7 – Appointment of Sponsoring Participant	20
Part 8 – Other Provisions	23
Part 9 – Savings Gearing Loan	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

CHESSEX explanation

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. The *borrower's* financial adviser and financial planner may receive a commission from us during the term of the *loan*. The payment of that commission by us is not an endorsement of any financial adviser 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

Suncorp-Metway Limited is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires *us* to inform *you* that:

Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about *you* which identifies *you* or by which *your* identity can be reasonably determined. The collection of *your* personal information is essential to enable *us* to conduct *our* business of offering and providing *you* with *our* range of financial products and services.

We collect personal information for the purposes of:

- identifying and protecting *you* when *you* do business with *us*;
- establishing *your* requirements and providing the appropriate product or service;
- setting up, administering and managing *our* products and services;
- assessing and investigating, and if accepted, managing a claim made by *you* under one or more of *our* products; and
- training and developing *our* staff and representatives

We may be required by law to collect *your* personal information. These include, but are not limited to, anti-money laundering and taxation laws.

Consequences if personal information is not provided

If *we* request personal information about *you* and *you* do not provide it, *we* may not be able to provide *you* with the financial product or service that *you* request, or provide *you* with the full range of services *we* offer.

Disclosure

We use and disclose *your* personal information for the purposes *we* collected it.

We may also use and disclose *your* personal information for a secondary purpose that is related to the purpose for which *we* collected it. This would happen in cases where *you* would reasonably expect *us* to use or disclose *your* personal information for that secondary purpose.

In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes of collection, *we* may disclose *your* personal information to and/or collect *your* personal information from:

- other companies within the Suncorp Group;
- where required or authorised under *our* relationship with *our* joint venture companies;

- information technology providers, including hardware and software vendors and consultants such as programmers;
- research and development service providers;
- *your* advisers, agents or representatives;
- *our* advisers, agents or representatives;
- if required or authorised to do so, regulatory bodies and government agencies;
- financial advisers;
- lenders' mortgage insurers and valuers;
- credit reporting agencies;
- legal and other professional advisers;
- printers and mail house service providers;
- manufacturers for plastic card production (e.g. debit and credit cards); and
- external dispute resolution schemes.

Disclosure overseas

There are also instances where *we* may have to send *your* personal information overseas or collect personal information from overseas. These instances include:

- sending *your* personal information to companies in the Suncorp Group;
- when *you* have asked *us* to do so;
- when *we* are authorised or required by law to do so;
- when *we* have outsourced a business activity or function to an overseas service provider with whom *we* have a contractual arrangement;
- certain electronic transactions; or
- when it is necessary in order to facilitate a transaction on *your* behalf.

We will only send *your* personal information overseas or collect personal information about *you* from overseas for the purposes in this statement.

Access

You can request access to the personal information *we* hold about *you* by contacting *us*.

In some circumstances, *we* are able to deny *your* request for access to personal information. If *we* deny *your* request for access, *we* will tell *you* why.

If accessing *your* personal information will take an extended period of time, *we* will inform *you* of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

Marketing

We would like to use and disclose *your* personal information to keep *you* up to date with the range of products and services available from Suncorp. Generally, *our* companies in the Suncorp Group will use and disclose *your* personal information for Suncorp's marketing purposes.

If *you* do not want *us* to use and disclose *your* personal information for the purpose of marketing products and services to *you*, *you* should contact *us* and tell *us*.

Contact

Please contact *us* to:

- change *your* mind at any time about receiving marketing material;
- request access to the personal information we hold about *you*; or
- obtain more information about *our* privacy practices by asking for a copy of *our* Privacy Policy.

You can contact *us* by calling 13 11 75 or contacting *us* at www.suncorpbank.com.au or by visiting any of *our* branches.

Our Privacy Policy can also be found on *our* website at www.suncorpbank.com.au at the bottom of the page by clicking on "Privacy".

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 CHES*S 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 CHES*S 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 and the market value of securities over which security providers have granted security interests to us. The loan to value ratio for each security is shown in the acceptable securities list applicable to the facility. We may change the particulars on the acceptable securities list at our discretion and without prior notice to you, any guarantor or any third party security provider.
- 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:
- (a) lend you money under the facility to settle the confirmation; and
 - (b) 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:
- (a) *your credit limit* is increased to the *amount outstanding* after we have settled the *confirmation*; and
 - (b) we will review *your credit limit* in accordance with clause 2.4 and as a consequence of such review we may decrease *your credit limit* which would require you 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.

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:
- (a) accrues on each *loan* from day to day commencing on the first day on which each *loan* was lent;
 - (b) is calculated on the number of days elapsed and a 365-day year; and
 - (c) is payable 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:
- (a) any amount you pay us under the *facility*;
 - (b) any cash received as a result of rights derived from the *mortgaged property*;
 - (c) any proceeds from any *corporate action* (including the takeover, compulsory acquisition, or redemption of, or return of capital) on, any of the *mortgaged property*;
 - (d) any proceeds from the sale of any *mortgaged property*; and
 - (e) any return of some or all of the subscription or application moneys for new *securities* we may fund, to reduce the *amount outstanding*.

- 6.8 We may use any money received in connection with the *facility* towards paying any part of the *amount outstanding* in the following order:
- 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*:
- (a) if an *event of default* has occurred, forthwith on demand by us (see Part 6); or
- (b) if we elect to terminate the *facility*, on the date we specify. (We may elect to terminate the *facility* by giving at least 10 *business days*' notice to *you*.)
- 7.2 You must repay us all or part of the *amount outstanding* (forthwith on demand, as directed by us) if we are required by law 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:
- (a) the *borrowing limit*; and
- (b) 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:
- (a) repay some or all of the *amount outstanding*;
- (b) provide us with additional *security interests* which are acceptable to us;
- (c) arrange to, or give us irrevocable instructions to, sell, dispose of or redeem some or all of the *mortgaged property* (with the proceeds being used to reduce the *amount outstanding*); or
- (d) 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*, or the percentage taken into account in the *borrowing limit* or the *buffer*, at any time in our discretion, even if it results in a *margin call*.
- 8.9 *You* and each other *security provider* acknowledge and agree that:
- (a) *you* will manage the *facility* to avoid a *margin call*;
- (b) *you* must monitor whether a *margin call* applies at any time; and
- (c) if at any time a *margin call* does occur:
- (i) it is not a waiver that we do not exercise our rights in respect of an unsatisfied *margin call* despite then being entitled to do so, nor is it a waiver of our right to do so at any time in the future; and
- (ii) we are not obliged to take any action to stop or limit *your* loss by exercising our rights under this agreement.
- 8.10 Our rights under this clause 8 (whether we exercise them or not) do not limit any of our other rights at law 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:
- (a) the *security provider* shall be entitled to terminate the relationship between the *nominee* and the *security provider* when there is no *amount outstanding* by giving notice to *us* and directing the *nominee* to *transfer* the *securities* to the *security provider*; and
 - (b) for the removal of doubt, the *security provider* shall be absolutely entitled (within the meaning of that term as used in Parts 3-1 and 3-3 of the *Income Tax Assessment Act 1997 (Cth)*) to the *securities*.

25 Nominee Instructions

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

26 Security provider's obligations

- 26.1 The *security provider* directs the *nominee* to act in accordance with instructions received from *us* (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) the S&P/ASX 300 (or another index *we* consider appropriate) maintained by ASX falls by more than:
 - (i) 10% on or during any *trading day*;
 - (ii) 10% in aggregate on or during any two consecutive *trading days*;
 - (iii) 15% in aggregate on or during any three consecutive *trading days*;
 - (i) any of the *mortgaged property* that was quoted on any official list of the ASX ceases to be so quoted;
 - (j) 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
 - (k) *we* reasonably believe that there has been a *material adverse change*; or

- (l) we conduct a reassessment of the *borrower's* creditworthiness or any other matter which reveals that the *facility* is unsuitable for the *borrower* for the purposes of the *National Credit Code*.
- 31.2 No *event of default* under paragraphs (j), (k) or (l) 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 *CHESS Subregister* or from the control of the *sponsoring participant* under rule 7.2.3(b) of the *Settlement Rules* within 20 *business days* of the *ASTC* giving notice of the suspension; and
 - (ii) where a request under clause 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);
- (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 *CHESS 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 'CHESS 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 *CHESS 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

We may pay a commission or other benefit to any *person* we choose. We are not required to tell *you* about this or to advise *you* or obtain *your* consent to any change in the basis upon which we do so. 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*:
- (a) we give *you* an *internet access user ID number*;
 - (b) we will issue a *password* to *you*; and
 - (c) *you* will be required to change the *password* the first time *you* access *Internet Account Access*.
- 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:
- (a) view information on *your loan account*; and
 - (b) provide *us* or the *sponsor* with any written instructions we agree to in relation to *your facility*.
- 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:

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

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

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:
- (a) not record *your password* on the computer or telephone that *you* use to access *Internet Account Access*;
 - (b) not record *your password* on any item that identifies *your internet access user ID number* or on any article normally carried with any such item and which is liable to loss or theft with that item;
 - (c) not permit any other *person* to use *your password*;
 - (d) not disclose *your password* or make it available to any other *person* (including a financial adviser, a family member, a friend or one of *our* staff); and
 - (e) use care to prevent anyone else seeing *your password* being entered into any *electronic equipment*.
- 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:
- (a) not to record *your* disguised *password* on any item that identifies *your internet access user ID number*;
 - (b) not to record *your* disguised *password* on the computer or telephone that *you* use to access phone or internet banking;
 - (c) not to disguise *your password* by reversing the letter sequence;
 - (d) not to describe *your* disguised record as a “*password record*” or similar;
 - (e) not to disguise *your password* using alphabetical characters or numbers: A=1, B=2, C=3, etc;
 - (f) not to select or disguise *your password* using any of the following combinations (or parts of them):
 - (i) dates of birth;
 - (ii) personal telephone numbers;
 - (iii) car registration numbers;
 - (iv) family members’ names;
 - (v) social security numbers; or
 - (vi) licence numbers.
 - (g) not to store *your password* in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators;
 - (ii) personal computers; or
 - (iii) electronic organisers.
- 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:
- (a) *you* must tell *us* as soon as possible;
 - (b) *you* may notify *us* by telephoning *us* at any time on the phone number on the “contact *us*” page of *our* website; and
 - (c) *you* will need to give *us* all relevant information *you* may have, so that *we* can suspend *your Internet Account Access* to *your 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 Australian Clearing House Pty Ltd.

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

amount outstanding means at any time, all money which one or more of you or a *security provider* owe to us, or will or may owe to us in the future, 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 sum of the *value* at that time of each item comprised in the *mortgaged property*.

broker means a *person* admitted as a “market participant” under the ASX Market Rules and, where the context requires, a *person* admitted as a “clearing participant” under the ACH Clearing 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.

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, allotable 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

- (f) 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 *CHESS* of a *person* that has a current *sponsorship agreement*.

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

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

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 CEO Office (RE058)
GPO Box 1453
BRISBANE QLD 4001

Email us at: CEOoffice@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) 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: 1300 78 08 08 (for the cost of a local call*)

Writing to: FOS 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 305 499, 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:

 Call 1800 805 972

www suncorpmarginlending.com.au

 Mail to PO Box R1877 Royal Exchange NSW 1225

 1300 305 499

SUNCORP BANK 