

Westpac BlueChip20

Margin Lending Terms and Conditions.



We're here to help

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Accessibility support.

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CHESS explanation.

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

Overview.

CHESS 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 CHESS, rather than using share certificates. CHESS is operated by ASX Settlement Pty Limited ABN 49 008 504 532 ('ASX Settlement') which is a wholly owned subsidiary of ASX Limited ABN 98 008 624 691 ('ASX'). It operates under published rules known as the ASX Settlement Operating Rules ('Settlement Rules') that all CHESS participants must abide by.

Sponsorship on CHESS.

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

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

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

Securities Transfers.

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

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

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

General.

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

The CHESS holding that you establish with us can be in addition to any holding you may have with any other sponsors. However, these other sponsors will not be able to access the securities comprising your margin lending loan portfolio with us.

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

Supplementary risk disclosure statement.

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

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

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

Third Party Security Provider additional risk disclosure statement.

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

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

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

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

Westpac Margin Lending Facility Agreement.

Important.

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

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

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

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

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

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

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

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

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

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

Part 1 – Lending provisions.

1. Conditions for borrowing.

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

2. How much we will lend to you.

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

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

3. Borrowing money.

- 3.1 A request for a *loan* under the *facility* may be made by supplying *us* with a *confirmation* which, unless *you* instruct *us* otherwise before we receive it, we treat as a direction to:
- (a) settle the *confirmation*; and
 - (b) register the *securities* in *your participant sponsored holding* or the *nominee's* name, as required by *us*.
- Unless we agree otherwise in writing, a request is irrevocable. Any amount advanced to *you* under this *agreement* will be debited to *your loan account*.
- 3.2 If settling a *confirmation* would cause the *amount outstanding* to exceed the *credit limit* we may decline to settle that *confirmation*. If we choose to settle such a *confirmation* you acknowledge that:
- (a) *your credit limit* is increased to the *amount outstanding* after we have settled the *confirmation*; and
 - (b) we will review your *credit limit* in accordance with clause 2.4 and as a consequence of such review we may decrease your *credit limit* which would require you take steps to ensure that the *amount outstanding* is less than the decreased *credit limit* and the *borrowing limit*.
- 3.3 If we receive a *confirmation* under clause 3.1 in relation to unlisted *securities*, *new rights* or new issues, *you* are taken to declare that *you* have read the relevant prospectus or other offer document and agree to be bound by the conditions of the offer.
- 3.4 We may in *our* discretion decide whether the unlisted *securities*, *new rights* or new issues are to be applied for in *your* or the nominee's name.
- 3.5 If the application is unsuccessful for any reason, any application money (other than company or trust processing fees) will be refunded to *you*.
- 3.6 (a) The *nominee* may, at its discretion, open a *cash management account* in the *nominee's* name on *your* behalf if *you* have authorised and directed the *nominee* to do so.
You will be the beneficial owner of any balance in the *cash management account*, subject to *our* rights under this agreement. *You* agree that any *cash management account* will form part of the *mortgaged property*.
- (b) *You* authorise and direct *us*, the *nominee* and their officers and employees to deposit into a *Standard CMA* any part of a *loan* which *you* do not use immediately to purchase *securities* and the proceeds from the sale of any of the *mortgaged property*.
 - (c) If *you* have prepaid any interest and the amount against which that interest has been prepaid exceeds the *amount outstanding* at any time, *you* authorise *us* to lend to *you* that excess under clause 1 and deposit that excess into a *Standard CMA*.

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

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

4. Interest.

- 4.1 You must pay *us* interest on each *loan* at the relevant rate applying as at the date *we* receive *your* request for the *loan*, being the rate set out on *our* website westpac.com.au/bluechip20. The rate may be a fixed rate or a variable rate, depending on *your* arrangements with *us* in relation to each *loan* and will apply for the period, and in the manner that *you* and *we* agree to. Details of current interest rates are available from *us* on request and are available on our website at westpac.com.au/bluechip20.
- 4.2 Interest:
 - (a) accrues on each *loan* from day to day commencing on the first day on which each loan was lent;
 - (b) is calculated on the number of days elapsed and a 365-day year; and
 - (c) is payable by *you* on the last day of each month (unless *we* agree otherwise).
- 4.3 Notwithstanding *our* other rights in accordance with clauses 32, 33 and 34, if *you* do not pay *us* any interest on the due date *we* may capitalise that interest to form part of the *loan balance*.
- 4.4 If *you* ask, *we* will arrange to direct debit, on or after the last day of a month, an account nominated by *you* with the amount of interest payable for that month and apply it to reduce the *amount outstanding*. *You* may cancel or vary any direct debit arrangement by 14 days' notice in writing to *us*.
- 4.5 Credit balances on *your loan account* are held in cash by *us* and *we* earn interest on those amounts. *We* do not pay interest earned on these amounts to *you*. It is *your* responsibility to transfer any credit balance to an interest bearing account as *we* may not automatically do so.
- 4.6 If *you* ask and *we* agree, *you* may pay interest in advance on any agreed date.

- 4.7 If *you* ask and *we* agree, *you* may pay interest on any other basis, terms and conditions which may include a fixed interest rate.

4A. Break Costs – Fixed interest rate loans.

This clause 4A applies only to *loans* with a *fixed rate*. It sets out the circumstances in which *you* may be liable to pay *us* *break costs* and how *we* calculate them. A *break cost* is a fee that represents *our* loss if *you* repay *your* loan early during a fixed rate period.

Warning.

Break costs may be high and will increase the amount *you* owe *us* as a result of, for example, *your* default or early repayment. Ask *us* for an estimate of the applicable *break costs* and seek independent financial advice before *you* repay early.

- 4A.1 A “*break event*” is taken to have occurred for a *loan* whenever, for any reason during the *fixed rate period*:
 - (a) *you* and *we* agree to change the *fixed rate* (either to a different *fixed rate* or to a variable rate); or
 - (b) the *facility* is cancelled or the *credit limit* is reduced; or
 - (c) *you* repay early all or any part of the amount outstanding under the *loan* or
 - (d) the amount outstanding under the *loan* becomes repayable (for example, because *you* are in default).
- 4A.2 If a *break event* occurs *you* must pay *us* our “*break costs*” (if any).
- 4A.3 *Our break costs* formula is complex. This is a simplified description:

We will incur a loss and *you* will have to pay *break costs* if, on the day *you* repay a fixed interest rate loan, the wholesale interest rate applicable for *your* remaining fixed rate term is less than the wholesale interest rate applicable when *you* began *your* fixed rate period. *We* refer to this as the ‘difference in wholesale interest rates’.

To calculate the amount of the *break costs*, *we* multiply the difference in wholesale interest rates with the remaining term of *your* fixed rate period and the fixed rate loan balance that would have applied during that time if *you* had not repaid the fixed rate loan. The amount is then converted to its value in today’s dollars. Please contact *us* if *you* would like to see the formula used to work out the *break costs*.
- 4A.4 The wholesale market rate(s) used to calculate the *present value* of a payment and the *interest rate* or discount rate (as appropriate) to be applied under clause 4A.3 are determined by *us* in good faith adopting commercially reasonable procedures. This may include considering:
 - (a) any market information *we* consider relevant from either internal or external sources (for example, market rates (which need not be mid-market rates), margins and yield curves);
 - (b) if the information required to determine wholesale market rates is not available for the date of the *break event*, information for a date following the *break event* as would be commercially reasonable to consider; and

- (c) without double counting, when it is reasonable to do so, any *interest rate* or discount rate used in connection with terminating, liquidating or reestablishing any transaction we maintained in connection with the *facility*.
- 5. Other amounts we can charge to your loan account.**
- 5.1 We may debit costs payable in connection with the *facility* to any *loan account*.
- 5.2 Details of current interest rates, fees and charges are available from us on request and are available on our website at westpac.com.au/bluechip20. We may vary interest rates, fees and charges payable from time to time under clause 42.10.
- 6. Payments.**
- 6.1 You and each *security provider* must pay to us all amounts due under the *documents* in full, in clear, immediately available funds (by direct payment or another method of payment that we notify to you from time to time). To the maximum extent allowed by law, you give up any right to deduct or set-off any amount we owe you against amounts you owe us under the *documents*. If you believe that we owe you an amount in relation to the *documents* (for example, if you believe that we have not complied it our obligations under the *documents*) you may raise that claim with us separately.
- 6.2 All payments must be free of any withholding or deduction for taxes, unless the law prevents this. If you have to make a deduction, the amount you must pay is increased so we receive the same amount we would have received had no deduction been made.
- 6.3 Payments must be made by our close of business (in the place of receipt) on the day the payment is due. If the due date falls on a non-*business day*, the payment must be made on the previous *business day*.
- 6.4 We may without prior notice offset any money we owe you under the *facility* against any money you owe us under the *facility* unless the amount is genuinely in dispute. We will promptly notify you if we do this.
- 6.5 If at any time the *amount outstanding* is due, but has not been paid, you authorise us to apply any credit balance in any *loan account* you have with us, towards satisfaction of the payment that is due. We may do this without giving you any prior notice, but we will tell you promptly afterwards.
- 6.6 We may apply or direct the *nominee* to apply:
- (a) any amount you pay us under the *facility*;
 - (b) any cash received as a result of rights derived from the *mortgaged property*;
 - (c) any proceeds from any *corporate action* (including the takeover, compulsory acquisition, or redemption of, or return of capital) on, any of the *mortgaged property*;
 - (d) any proceeds from the sale or redemption of any *mortgaged property*; and
 - (e) any return of some or all of the subscription or application moneys for new *securities* we may fund;
- to reduce the *amount outstanding*.
- 6.7 We may use any money received in connection with the *facility* towards paying any part of the *amount outstanding* in the following order (even if that part falls due after an *event of default* has occurred):
- First: any unpaid government charges payable in connection with the *facility*;
 - Second: any unpaid *enforcement expenses*;
 - Third: any unpaid interest;
 - Fourth: any other costs payable in connection with the *facility*; and
 - Fifth: the principal outstanding under the *facility*.
- 6.8 We may pay any money remaining after the *amount outstanding* has been paid in full to another person we reasonably believe to be entitled to it. In particular, we may pay it to a person with a subsequent registered or unregistered *security interest* without incurring any liability to you or a *third party security provider*.
- 6.9 We may assign any date we reasonably believe to be appropriate to a debit or credit to a *loan account*.
- 6.10 We may adjust debits and credits on your *facility*, so as to accurately reflect your legal obligations. If we do this we may make consequential changes (including adjustments to interest).
- 7. Repayment of loans.**
- 7.1 You must repay us the *amount outstanding*:
- (a) if an *event of default* has occurred, forthwith on demand by us (see Part 6); or
 - (b) if we elect to terminate the *facility*, on the date we specify. We may elect to terminate the *facility* by giving at least 10 *business days*’ notice to you.
- 7.2 You must repay us all or part of the *amount outstanding* (forthwith on demand, as directed by us) if we are required by law, or it would be good responsible lending practice, to reduce the maximum amount that you may borrow. Without limitation, this applies if we make an assessment under the *Corporations Act* that the *facility limit* is unsuitable for you.
- 7.3 Subject to clause 7.1 above, you may repay all or any part of the *amount outstanding* whenever you wish by giving two *business days*’ prior written notice. However, any *loan* upon which interest is paid or payable at a fixed rate may only be repaid in full (unless we agree otherwise).
- 7.4 If you repay more than the *amount outstanding* we are not required to pay interest on the excess.
- 8. Margin calls.**
- 8.1 A *margin call* occurs if the *loan balance* exceeds the sum of:
- (a) the *borrowing limit*; and
 - (b) the *buffer*;
- at any time.
- 8.2 If a *margin call* occurs we will take reasonable steps to notify you or your *margin call contact*.
- 8.3 You acknowledge that if you nominate a *margin call contact* to receive a notice under clause 8.2 you may not receive notice from us.

- 8.4 A *margin call* must be satisfied by taking the action referred to in clause 8.5 by 2pm (Sydney time) on the next *business day* after the day the notice is issued by us, or such later date as we may advise.
- 8.5 The action you must take if your *loan account* goes into *margin call* is to:
- repay some or all of the *amount outstanding*; and/or
 - provide us with additional *security interests* which are acceptable to us; and/or
 - arrange to, or give us irrevocable instructions to, sell, dispose of or redeem some or all of the *mortgaged property* (with the proceeds being used to reduce the *amount outstanding* or being deposited to the credit of a *cash management account*); and/or
 - take any other reasonable steps we consider necessary, so that the *loan balance* no longer exceeds the *borrowing limit*.
- 8.6 You should ensure that you or your *margin call contact* are in a position to receive any communications from us in relation to this clause and to act within the time limits specified in this clause.
- 8.7 As further and better security to us, you and each other *security provider* irrevocably authorise each attorney appointed in the power of attorney contained in the *application form* to take, in accordance with that power of attorney, any steps necessary (including any of those steps listed in clause 8.5) to ensure the *loan balance* no longer exceeds the *borrowing limit*.
- 8.8 We may vary the *loan to value ratio* of a *security*, the quantity of a *security* we will assign a *loan to value ratio* to, or the percentage taken into account in the *borrowing limit* or the *buffer*, at any time in our discretion, even if it results in a *margin call*. These variations are not specific to your *facility*, but apply to similar *facilities* generally. Any change will be notified on our website at westpac.com.au/bluechip20.
- 8.9 You and each other *security provider* agree that:
- you will manage the *facility* to avoid a *margin call*; and
 - if at any time a *margin call* does occur:
 - it is not a waiver that we do not exercise our rights in respect of an unsatisfied *margin call* despite then being entitled to do so, nor is it a waiver of our right to do so at any time in the future; and
 - we are not obliged to take any action to stop or limit your loss by exercising our rights under this agreement.
- 8.10 Our rights under this clause 8 (whether we exercise them or not) do not limit any of our other rights at law, under these terms and conditions or under the *documents*.

9. Authority to operate.

- 9.1 You may nominate another person or persons as an *authorised representative* to operate the *facility* as if they were a *borrower*, other than to receive *margin calls*. In relation to a managed investment scheme, you may also nominate a *nominated financial adviser*

or *managed investment scheme* to provide us with instructions to deal with, switch or redeem all or part of the *security* relating to the *managed investment scheme*. The nomination must be done in a manner acceptable to us (which may include the person providing such *documents* and other information as is reasonably requested by us) and we require the person to confirm their acceptance of the nomination.

- 9.2 This arrangement will continue until we receive written notice from you in a manner acceptable to us that you have revoked any such authority.
- 9.3 You (and any *person* claiming through you) release us from and indemnify us against all losses and liabilities arising in connection with all actions, claims, proceedings, costs and demands arising directly in connection with us acting on the instructions of your *authorised representative* or *nominated financial adviser* or the acts or omissions of your *authorised representative* or *nominated financial adviser* unless they arise as a result of any acts or omissions that involve our negligence, fraud or misconduct.
- 9.4 If you appoint an *authorised representative* or *nominated financial adviser*, (unless such appointment is revoked in accordance with clause 9.2) you cannot later claim that your *authorised representative* or *nominated financial adviser* was not acting on your behalf.

Part 2 - The mortgage.

10. Effect of this mortgage.

- 10.1 In this Part 2 each *security provider* incurs obligations and gives us rights over the *mortgaged property*. For example, if the *security provider* does not comply with any of their obligations under any part of this agreement, we may redeem, sell or deal with the *mortgaged property* as if we own it. We may also sue you for any remaining money you owe us.
- 10.2 The *mortgage* in this Part 2 operates as a separate mortgage given by each *security provider* in respect of *securities* owned by that *security provider* solely in their own right and a mortgage given jointly by each *security provider* which owns *securities* jointly.

11. Mortgage.

- 11.1 Subject to the following paragraph, for the purpose of securing to us payment of the *amount outstanding*, the *security provider* mortgages to us:
- 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
 - 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:

- 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*;
- if we need to indicate that we accept property in (a) or (b) to comprise *future security*, when we indicate our acceptance;

- (iii) if *securities* need to be transferred to *us* or a *person* we nominate in order for property in (a) or (b) to comprise *future security*, when the *transfer* takes effect; and
- (iv) if an *identification notice* needs to be given in order for property in (a) or (b) to comprise *future security*, when the *identification notice* becomes effective under clause 11.2.

11.2 If we send a *security provider* an *identification notice* that identifies “future security”, the property so identified is to be *future security* for the purposes of this *mortgage* if the *security provider* does not reject the *identification notice* in writing to *us* by 2pm (Sydney time) on the day they are taken to have received it. If an *identification notice* is received after 2pm on any day, it is taken to be received on the next day.

11.3 The *security provider* may require *us* to release the *mortgaged property* from the *mortgage* when there is no longer any *amount outstanding*. Until we actually release the *mortgaged property*, it remains mortgaged to *us*.

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

12. The mortgaged property.

12.1 We reserve the right at *our* discretion not to accept as *mortgaged property* any property a *security provider* deposits with *us* with the intention that it operates as *mortgaged property*. Without limiting this, we reserve the right at *our* discretion not to accept particular *securities* as *mortgaged property* even if those *securities* are included in the *acceptable securities list*. We may indicate *our* acceptance of *deposited documents* as *mortgaged property* orally or in writing. If in writing, it may be evidenced by any statement summarising the *facility* and portfolio of *securities* we issue from time to time.

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

12.3 If we ask, the *security provider* must give a direction (in a form we approve) to anyone we specify to deliver to *us* or *our nominee* anything which that *person* holds in respect of the *mortgaged property*. If we ask, the *security provider* must provide *us* with evidence (for example, a copy of the relevant letter) that they have given such a direction.

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

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

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

then the *security provider* agrees as follows.

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

- (a) their interest in the *platform arrangement* and any *securities* held for them under the *platform*

arrangement will form part of the *mortgaged property* once we have agreed to that;

- (b) the *sponsor* will not act as their *sponsoring participant* on *CHESS* in relation to any part of their investment in the *platform arrangement*. *CHESS* sponsorship arrangements will be as may be advised in the agreements documenting their interest in the *platform arrangement* rather than as documented in this agreement;
- (c) nominee arrangements in relation to their interest in the *platform arrangement* will be as may be advised in the agreements documenting their interest in the *platform arrangement* rather than as documented in this agreement;
- (d) the *security provider* agrees that the *Operator* of the *platform arrangement* is a “Recipient” for the purposes of the Privacy Statement provisions of this *facility*; and
- (e) they will not be able to make any withdrawal of cash from the *platform arrangement* until either *our mortgage* has been released or they have obtained *our* prior consent and, if approved, such withdrawal will be processed through the *facility*.

12A.3 The *security provider* irrevocably authorises *us* to instruct the *Operator* to:

- (a) sell, realise or otherwise deal with any or all of their interest in the *platform arrangement* (or any *securities* held for them under the *platform arrangement*) in accordance with the provisions of this agreement including, without limitation, when a *margin call* has not been satisfied in accordance with this agreement or following the occurrence of an *event of default*;
- (b) pay to *us* (or to anyone we direct) the proceeds of any sale, realisation or other dealing of any or all of their interest in the *platform arrangement* (or any *securities* held for them under the *platform arrangement*) in accordance with the provisions of this agreement;
- (c) pay to *us* (or to anyone we direct) any or all of the cash held or received for them under the *platform arrangement* in accordance with the provisions of this agreement;
- (d) pay to *us* (or to anyone we direct) any or all *new rights* or other amounts of whatever nature received in respect of *securities* or other assets held for them under the *platform arrangement*; and
- (e) transfer to *us* (or to anyone we direct) any *securities* or other assets held for them under the *platform arrangement*.

12A.4 The *security provider* irrevocably authorises and directs the *Operator* of that *platform arrangement* and *us* as follows:

- (a) the *Operator* will, if we request, note *our* interest as mortgagee of any *mortgaged property* of a *security provider* held under a *platform arrangement*;
- (b) the *Operator* will comply with all instructions from *us* from time to time in relation to any *mortgaged property* of a *security provider* held under a *platform arrangement* and provide such information about the *security provider's* investment in the *platform arrangement* as we may request;

- (c) the *Operator* must not, without *our* prior consent:
 - (i) transfer cash or any other investment out of that *platform arrangement* or sell any investment in that *platform arrangement* except for the purposes of reinvestment in the same *platform arrangement* or otherwise in accordance with the terms of that *platform arrangement*;
 - (ii) accept any changes to the account or registration details from the *security provider* or any other person; or
 - (iii) otherwise act on the *security provider's* instructions.

13. Your rights in relation to the mortgaged property.

- 13.1 Until an *event of default* occurs or the *mortgaged property* is registered in *our* name, the *security provider* may:
 - (a) keep all income earned in respect of the *mortgaged property*; and
 - (b) exercise any voting power in respect of the *mortgaged property*.
 - 13.2 If an *event of default* occurs or the *mortgaged property* is registered in *our* or the *nominee's* name, all the *security provider's* rights under clause 13.1 end, and *we* are entitled to them. The *security provider* must then follow *our* directions about those things. The *security provider* must ensure that any *person* in whose name any *mortgaged property* is registered does likewise. *We* may exercise those rights in any way *we* choose, including by doing nothing. *We* are not responsible for any *loss* arising from choosing not to act.
- ### **14. Your obligations in relation to the mortgaged property.**
- 14.1 The *security provider* must:
 - (a) carry out on time all their obligations, observe any restrictions, and do anything *we* require in connection with the *mortgaged property*;
 - (b) immediately after becoming aware of *new rights*, provide *us* with particulars of them;
 - (c) if they become aware of any defect in their ownership of the *mortgaged property*, immediately take steps to rectify it;
 - (d) do anything else that is necessary to maintain the *mortgaged property*;
 - (e) take up or sell *new rights* in respect of the *mortgaged property* if *we* ask;
 - (f) if *we* ask, give *us* a copy of all documents they receive in connection with the *mortgaged property*;
 - (g) comply with any conditions *we* attach to any approvals or consents *we* give in connection with the *mortgaged property*; and
 - (h) if *we* ask, do anything *we* reasonably request to further assure *our* interest in the *mortgaged property*.
 - 14.2 If the *security provider* does not pay any calls or instalments or any other amounts that are or become payable in connection with the *mortgaged property*, *we* may pay any of those amounts on behalf of the *security provider*. Any amount so paid will form part of the *amount outstanding*.

15. Dealing with the mortgaged property.

- 15.1 The *security provider* must obtain *our* written consent before:
 - (a) disposing of, redeeming or parting with possession of all or part of the *mortgaged property*;
 - (b) creating another *security interest* in the *mortgaged property* or allowing one to arise;
 - (c) taking steps to change the certificated (or uncertificated) nature of the *mortgaged property*, or applying for a replacement certificate if *we* have the original;
 - (d) waiving any rights or releasing any *person* from obligations in connection with the *mortgaged property*;
 - (e) dealing in any other way with the *mortgaged property* or any interest in it, or allowing any interest in it to be varied; or
 - (f) otherwise doing anything that might impair the effectiveness or validity of the *mortgage*.
 - 15.2 If the *security provider* requests in a form acceptable to *us* (and signs any transfer forms required by the *nominee* if it is the registered holder of that part of the *mortgaged property*) *we* or the *nominee* may in *our* discretion (and the *security providers* authorise *us* to) do whatever is necessary to release the property.
 - 15.3 *We* need not release any of the *mortgaged property* if *you* or a *security provider* has not fulfilled their obligations under the *facility*; if *we* are not satisfied that the *amount outstanding* has been or will be paid; or if, after the release, *your borrowing limit* would be breached.
 - 15.4 *We* may release any *securities* that *we* wish to exclude from the *mortgaged property*.
 - 15.5 *We* will assume that a sell contract note received from any *broker* which indicates that a *security provider* is the seller is evidence of the *security provider's* request to sell the relevant *securities*.
 - 15.6 On receiving *your* request, *we* and the *nominee* may redeem or otherwise deal with the *security provider's mortgaged property*, and apply the proceeds to pay or repay part or all of the *amount outstanding*.
- ### **16. Other security interests.**
- 16.1 If *we* consent to another *security interest* in the *mortgaged property* and *we* ask, then the *security provider* must obtain an agreement acceptable to *us* regarding the priority between the *mortgage* and the other *security interest*.
 - 16.2 The *security provider* must ensure that the amount secured under any other *security interest* in the *mortgaged property* is not increased without *our* prior written consent.
 - 16.3 The *security provider* must comply on time with any obligation in connection with any other *security interest* in the *mortgaged property*.

17. Administrative matters.

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

18. Securities of a third party.

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

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

19. Takeovers.

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

20. Corporate action.

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

21. Options.

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

Part 3 – Third party security provider provisions.

22. Acknowledgment.

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

23. Preservation of rights.

- 23.1 Rights given to *us* under the *documents* and liabilities under them are not affected by any act or omission by *us* or the *nominee* or by anything else that might otherwise affect them, including:
 - (a) the fact that we vary or replace the *borrower's* or a *security provider's* obligations under this agreement, such as by increasing the *borrowing limit* or the *credit limit*, or extending the term;
 - (b) the fact that we give the *borrower* or a *security provider* a concession, such as more time to pay;
 - (c) the fact that we release, lose the benefit of or do not obtain any *security interest*;
 - (d) the fact that any *person* who was intended to guarantee the *borrower's* obligations under the *documents* does not do so or does not do so effectively; and
 - (e) the fact that rights in connection with the *borrower's* and the *security provider's* obligations under the *documents* are assigned.
- 23.2 As long as there is an *amount outstanding* under the *documents*, the *third party security provider* may not, without *our* consent:
 - (a) reduce its liability under the *documents* by claiming that it or the *borrower* or any other *person* has a right of set-off or counterclaim against *us*;
 - (b) claim, or exercise any right to claim, to be entitled to the benefit of a guarantee, indemnity (or similar assurance against loss) or *security interest*:
 - (i) given to *us* in connection with an amount payable under the *documents*. (For example, the *third party security provider* may not try to enforce any *mortgage* we have taken to secure repayment of amounts payable under the *documents*); or
 - (ii) in favour of a *person* other than *us* in connection with any obligations of, or any other amounts payable, by the *borrower* to, or for the account of, that other *person*;
 - (c) claim an amount from the *borrower* or another *third party security provider* of the *borrower's* obligations under any right of indemnity; or
 - (d) claim an amount in the *insolvency* of the *borrower* or another *third party security provider* for the *borrower's* obligations under the *documents* (including a *person* who has signed this agreement).

Part 4 – Appointment of nominee.

24. Appointment.

- 24.1 The *security provider* agrees that if we ask the *nominee* to hold any of the *mortgaged property* specified by *us* on their behalf, then the *security provider* is to do all that is required to cause that *mortgaged property* to be registered in the *nominee's* name and to deal with that *mortgaged property* only in accordance with this Part 4.
- 24.2 The *nominee* is to be taken to have entered into this agreement on the terms and conditions contained in the *global nominee deed* when it agrees to have *mortgaged property* registered in its name.
- 24.3 The *security provider* acknowledges that the legal title to *securities* may, as a result of clause 24.2, be held by or in the name of the *nominee* in accordance with the terms of the *global nominee deed*. The *security provider* accepts those terms.
- 24.4 The *nominee* need not make any payment unless the *security provider* first gives it the funds to do so.
- 24.5 The *security provider* agrees with *us* not to terminate the *nominee's* appointment until they have paid all of the *amount outstanding* and received *our* written consent. The *nominee* acknowledges that it has notice of the agreement between the *security provider* and *us* under this clause 24.5, and agrees to act in accordance with, and on the basis of, that agreement. We may terminate the *nominee's* appointment at any time. Termination of the *nominee's* appointment does not affect any rights or obligations arising under the *facility* prior to termination.
- 24.6 Notwithstanding any other provision in this agreement:
- (a) the *security provider* shall be entitled to terminate the relationship between the *nominee* and the *security provider* when there is no *amount outstanding* by giving notice to *us* and directing the *nominee* to *transfer* the *securities* to the *security provider*; and
 - (b) for the removal of doubt, the *security provider* shall be absolutely entitled (within the meaning of that term as used in Parts 3-1 and 3-3 of the *Income Tax Assessment Act 1997* (Cth)) to the *securities*.

25. Nominee Instructions.

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

26. Security provider's obligations.

- 26.1 The *security provider* directs the *nominee* to act in accordance with instructions received from *us* in accordance with *our* rights under these terms and conditions, unless we agree otherwise.
- 26.2 If the *security provider* wants to take any action in connection with the *mortgaged property* held by the *nominee*, they must contact *us*. We will then give appropriate directions to the *nominee* if the request does not contravene any provision of this agreement. If the *security provider* asks *us* to direct the *nominee* to take action on their behalf, then neither we nor the *nominee* are liable for any *loss* suffered as a result of *us* or the *nominee* carrying out the instructions unless it arises as a result of any acts or omissions that involve *our* negligence, fraud or misconduct.
- 26.3 If the *security provider* asks *us* to direct the *nominee* to apply for *securities* on the basis of material contained in an offer document, then they declare that they have read the document and received any independent investment advice that they consider appropriate prior to asking *us* to direct the *nominee* to act.
- 26.4 The *security provider* directs the *nominee* to do anything necessary to give effect to the instructions received from *us*.

27. Costs, Fees and Expenses.

- 27.1 *You* agree to pay the *nominee's* usual fees for acting as nominee, which may be notified to *you* from time to time.
- 27.2 *You* indemnify the *nominee* against, and therefore must pay it on demand for, all *losses* or *costs* it suffers or incurs in relation to acting as nominee except to the extent that any such *loss* or *cost* arises as a result of the *nominee's* wilful misconduct, negligence or breach of this agreement.

Part 5 – Warranties, undertakings and indemnities.

28. Warranties and undertakings that you make.

- 28.1 *You* and each *security provider* make the following confirmations, acknowledgments, warranties and undertakings at the date of the *facility* and each time *you* borrow money under the *facility*:
- (a) all information provided to *us* in connection with the *mortgaged property* is true and correct to the best of *your* or the *security provider's* knowledge (including as to the nature and extent of *your* and the *security provider's* interests in it);
 - (b) *you* and the *security provider* are able to enter into the *facility* and the other *documents* and give each of them full force and effect;
 - (c) *you* and the *security provider* are not aware of any situation which has caused, or might reasonably be expected to cause, an *event of default*;
 - (d) if *you* or the *security provider* are a company, they have not and will not breach Chapter 2E of the *Corporations Act* by virtue of the transactions contemplated in the *facility*. (Chapter 2E of the *Corporations Act* contains provisions which regulate the giving of financial benefits to related parties);

- (e) any amount that *we* may receive as a result of *your*, the *security provider's* or anyone else's bankruptcy or liquidation does not affect *our* rights to enforce the *facility* to recover the *amount outstanding*;
- (f) any *securities* or *new rights* which are, or which are to be, mortgaged to *us* are and will be free of any other *security interest*;
- (g) *you* and the *security provider* are each an Australian resident for taxation purposes;
- (h) *you* and the *security provider* are not entering into or acting in respect of rights or obligations under this deed or carrying on a business at or through a permanent establishment outside of Australia within the meaning of section 6(1) of the *Income Tax Assessment Act 1936*;
- (i) if *you* are an individual, the proceeds of any *loan* have not been, and will not be used wholly or predominantly for a *National Credit Code purpose*. This warranty and undertaking is deemed repeated by *you* on each *loan* drawing; and
- (j) *we* need not give any notice under the *PPSA* (including a notice of a verification statement) unless the notice is required by the *PPSA* and cannot be excluded.

28.2 Each of the warranties and undertakings made in clause 28.1 continues after the parties agree to these terms and conditions and after any borrowing under the *facility*. *You* and each *security provider* must tell *us* if anything happens which would prevent *you* or the *security provider* from truthfully repeating any one or more of the declarations in clause 28.1 at any time.

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

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

- (iii) enabling *us* to exercise rights in connection with the *security interest*; and
- (d) to pay or reimburse *our* reasonable costs in connection with anything the *security provider* is required to do under (c) above.

29. Trustee declarations and undertakings.

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

- (a) *you* declare that *you* have:
 - (i) the power and authority to sign the *documents*, perform *your* obligations under them and allow them to be enforced;
 - (ii) obtained all necessary resolutions, consents, approvals or other procedural matters as required by any relevant trust deed;
 - (iii) signed the *documents* in *your* personal capacity and also as trustee for the benefit of the beneficiaries;
 - (iv) the right to be indemnified out of the trust fund for all of the obligations *you* incur under the *documents*, that this right has not been limited in any way, and that the trust fund is sufficient to cover this right of indemnity;
 - (v) any *securities* and *new rights* which are to be mortgaged under this agreement are the property of the trust; and
 - (vi) *you* are not aware of any threatened or pending action or claim which may affect *your* indemnity out of the trust assets; and
- (b) *you* agree to:
 - (i) exercise *your* right of indemnity from the trust fund if necessary in order to meet *your* obligations under the *documents*;
 - (ii) do everything *you* have to as trustee of the trust to perform *your* obligations under this *facility*;
 - (iii) not retire as trustee of the trust without *our* prior written consent which will not be unreasonably withheld or delayed;
 - (iv) advise *us* of any material change to the trust deed;
 - (v) act in accordance with the provisions of the trust deed at all times;
 - (vi) not terminate the trust;
 - (vii) not do anything which may negatively affect *your* obligations as trustee of the trust or *your* right to be indemnified out of the trust assets; and
 - (viii) if *we* ask, provide *us* with a completed solicitor's certificate (in a form *we* supply) which provides *us* with details of the trust.

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

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

30. Indemnities.

- 30.1 You and each *security provider* jointly and severally indemnify *us* and the *nominee* against, and must therefore pay *us* on demand for, any direct *loss* or reasonable *costs* we suffer or incur as a direct result of:
- (a) an *event of default* occurring;
 - (b) funds not being available to meet any request from *you*, unless it is *our* fault that those funds are not available;
 - (c) any money *you* or another *person* has to pay under the *documents* not being promptly paid including, but not limited to, any withholding tax or similar *costs* we incur or which may be payable by *you* or *us* in the future;
 - (d) *you*, a *guarantor* or a *third party security provider* breaching the law;
 - (e) *us* or the *nominee* entering into or performing obligations under the *facility* (other than for our or the *nominee's* wilful default or negligence);
 - (f) inaccuracy in, or breach of, any of the representations, warranties, declarations, undertakings or covenants that *you*, a *guarantor* or a *third party security provider* gives;
 - (g) any omission made by *you*, a *guarantor* or a *third party security provider* in any certificate or declaration delivered or any verbal or written statement, whether prior to entering into the *facility* or under any of the terms of the *facility*;
 - (h) entering into and performing any obligations as a *security provider's sponsoring participant* in connection with any of the *documents* (other than for the *sponsoring participant's* wilful default or gross negligence);
 - (i) any action or default by a *security provider* under or in relation to the *sponsorship agreement* in Part 7;
 - (j) any *loan* being repaid before its due date; or
 - (k) *our* reliance on any instructions from *you* or *your representative* contemplated in this agreement.

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

Part 6 – Default.

31. When is there an event of default?

- 31.1 An *event of default* occurs if:
- (a) *you* or a *security provider* does not pay on time any amounts due under any *document* within 5 *business days* of becoming due;
 - (b) *you* fail to satisfy a *margin call* in accordance with the terms of this agreement;
 - (c) *you*, a *guarantor* or a *security provider*, or someone acting on behalf of any of *you*, gives *us*, in *our* reasonable opinion, materially incorrect or misleading information, or makes a declaration which is materially untrue, in connection with a *document*; or
 - (d) *enforcement proceedings* are taken against *you* or any of the *mortgaged property* by another creditor; or

- (e) *you*, a *guarantor* or a *security provider* die, become *insolvent*, or no longer have legal capacity; or
- (f) if any *security* forming part of the *mortgaged property* consists of an interest in a *trust account*:
 - (i) any material breach or default occurs of the duties and obligations of the administrator or trustee under the relevant trust deed, rules and anything else that applies to the trust (together, the *plan*); or
 - (ii) any event occurs which results in the termination of the *plan* or the vesting of trust assets held under the *plan*; or
 - (iii) the administrator or trustee under the *plan* is removed from office; or
 - (iv) any *event of default* occurs under the relevant *management agreement*; and we reasonably consider it causes an *increase in our credit risk*; or
- (g) in *our* reasonable opinion an adverse circumstance has occurred in relation to the *sponsor* or sponsorship of any of *your* holdings (if the *sponsor* is someone other than *us*), including the *insolvency* of the *sponsor*, or any steps being taken which may lead to the *insolvency* of the *sponsor*, or the breach or termination by the *sponsor* of the *sponsorship agreement*; or
- (h) *you* fail to provide any financial information reasonably required by *us*.

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

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

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

- 32.1 If an *event of default* occurs, *you* and each *security provider* authorises *us* to do one or more of the following:
- (a) give *you* a notice which states that an *event of default* has occurred and requiring *you* to immediately pay *us* any or all of the *amount outstanding*;
 - (b) terminate the *facility* and notify *you* of the termination;
 - (c) sue *you* for the *amount outstanding*;
 - (d) do anything with the *mortgaged property* that the owner or a *receiver* of it could do, including selling or assigning it (or any part of it) on any terms we choose and withdrawing or redeeming any *amount outstanding* to the credit of the *cash management account* (but nothing overrides *our* or a *receiver's* obligations to obtain at least the market value of the *mortgaged property*);
 - (e) exercise and enjoy the benefits of the rights the *security provider* previously held under clause 13;

- (f) do anything else the law allows *us* to do as a mortgagee;
- (g) appoint a *receiver* to do anything the law allows a *receiver* to do, including any of the above; and
- (h) bring or defend any action or legal proceedings in *your* name or otherwise, for all or any of the above purposes.

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

33. **Receivers.**

- 33.1 If *we* appoint a *receiver*, the *receiver* is the *security provider's* agent, not *ours*, unless *we* notify the *security provider* otherwise. The *security provider* must pay the *receiver's* reasonable costs and remuneration.
- 33.2 *We* may set a *receiver's* reasonable remuneration, remove a *receiver* and appoint a new or additional *receiver* as *we* reasonably choose.
- 33.3 A *receiver* can do anything *we* could do under clause 32.1, and anything else the law allows a *receiver* to do.
- 33.4 If *we* or the *receiver* takes possession of the *mortgaged property* then neither *we* nor the *receiver* is liable to account to the *security provider* as a mortgagee in possession.

34. **Disposal of mortgaged property.**

- 34.1 The *security provider* agrees that if *we* sell or otherwise dispose of the *mortgaged property*:
 - (a) it may be in any way *we* think appropriate, and *we* are not required to act in accordance with any instructions the *security provider* purports to give but nothing overrides *our* or a *receiver's* obligation to obtain at least the market value of the *mortgaged property*; and
 - (b) the *person* who acquires the *mortgaged property* need not check whether *we* have the right to dispose of the *mortgaged property* or whether *we* are exercising that right properly.
- 34.2 The title of the *person* relying on this clause is not affected by any express or constructive notice of the matters referred to in this clause.

Part 7 – Appointment of sponsoring participant.

35. **Appointment.**

- 35.1 The *security provider* irrevocably appoints the *sponsor*, in its capacity as a *general settlement participant*, to be the *sponsoring participant* until a substitute is appointed. The initial *participant sponsored holdings* will be identified by the *HINs* notified by the *security provider*.
- 35.2 Any prior *sponsorship agreement* between the *security provider*, the *nominee*, the *sponsor* and *us* in relation to the *securities* is terminated when this agreement begins without affecting adversely any rights or obligations that arose before its termination.

35.3 *The sponsor* declares that:

- (a) it is a wholly owned subsidiary of an Australian bank; and
- (b) it has fulfilled all the other requirements under the *Settlement Rules* for admission as a *general settlement participant*.

36. **What the sponsoring participant can do.**

- 36.1 *We*, the *security provider* and the *nominee* authorise and direct the *sponsor* to provide *transfer* and registration services as their agent in relation to the *securities*.
- 36.2 Despite clause 36.1, the *sponsor*:
 - (a) may not take action in relation to the *securities* (including any *transfer* or conversion into or out of the *participant sponsored holding*) except in accordance with *our* instructions;
 - (b) must take action in relation to the *securities* in accordance with *our* instructions; and
 - (c) is under no duty to enquire whether *we* may validly give any consent or instruction.
- 36.3 Subject to this Part 7, the *sponsor* will initiate any action necessary to give effect to a *transfer* or conversion or request by *you* to withdraw *your securities* from *your participant sponsored holding* within the time required by the *Settlement Rules*. Where the *sponsor* claims that an amount lawfully owed to it has not been paid by the *security provider* or *nominee*, the *sponsor* has the right to refuse to comply with the request to effect a withdrawal, but only to the extent necessary to retain *securities* of the minimum value held in the *security provider's* or *nominee's participant sponsored holding* (where the minimum value is equal to 120% of the current value of the amount claimed).
- 36.4 In accordance with clause 36.1 and these terms and conditions, but subject to clause 36.2 the *sponsor* must:
 - (a) do anything necessary to register the *securities* as a *participant sponsored holding* with the *sponsor* as *sponsoring participant* in relation to them;
 - (b) do anything necessary or convenient for the purpose of acting as *sponsoring participant* of the *securities*;
 - (c) obtain statements of *holding* balances and other information about the *securities* from the *ASX*, *ASX Clear* or *ASX Settlement* and any *entity* on the request of the *security provider* or the *nominee* and at any times that the *sponsor* thinks necessary;
 - (d) within the period prescribed by the *Settlement Rules*, give the *ASX*, *ASX Clear* or *ASX Settlement* or the relevant *entity* notice of any change in information required for registration notified by the *security provider* or the *nominee* under clause 37.4(c); and
 - (e) provide *you* or any *security provider* with an executed copy of the *sponsorship agreement* upon request.

- 36.5 The *sponsor* must:
- comply with the *Corporations Act*, all other relevant laws and the *Settlement Rules*;
 - exercise all due care in carrying out its duties and obligations; and
 - 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:
- ASX Settlement* has not approved and takes no responsibility for, *our* abilities or qualifications as the *sponsoring participant*;
 - information on the *sponsor's* status as the *sponsoring participant* can be obtained from *ASIC*;
 - if the *sponsor* is suspended from the settlement facility provided by *ASX Settlement*, subject to the *sponsor's* liquidator, receiver, administrator or trustee asserting an interest in the *securities*:
 - the *security provider* has the right to request *ASX Settlement* 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 *ASX Settlement* giving notice of the suspension; and
 - where a request under clause 36.6(c)(i) is not made, *ASX Settlement* may change the *controlling participant* and the *security provider* will be deemed to have entered into a new *sponsorship agreement* with the new *sponsoring participant*, on the same terms as the existing *sponsorship agreement* within 10 *business days* of the change of *controlling participant*;
 - the *security provider* and the *nominee* may refer a breach by the *sponsor* of the *Settlement Rules* to any regulatory authority including *ASX Settlement* and *ASIC*;
 - the *security provider* and the *nominee* may lodge a complaint against the *sponsor* with *ASX Settlement* and the Australian Financial Complaints Authority (AFCA);
 - if a breach by the *sponsor* falls within the circumstances specified in the compensation arrangements applicable to the *approved market operator* or the clearing participant of *ASX Clear* under the *Corporations Act* and *Corporations Regulations* the *security provider* or the *nominee* may make a claim for compensation arrangements applicable to the *approved market operator*; and
 - 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 *ASX Settlement* must first be obtained and any conditions stipulated by *ASX Settlement* 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 *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 36.8 not binding or effective, these sponsorship arrangements continue for the *sponsor's* benefit until such time as the novation is effective.
- 36.12 Nothing in clauses 36.7 to 36.11 prevents the completion of transactions by the *sponsor* where the obligation to complete those transactions arose before notice was given under clause 36.8 and these sponsorship arrangements will continue to apply to the completion of those transactions despite the novation of these sponsorship arrangements.
- 36.13 If any *security provider* consents, the *sponsor* may disclose the *HIN* of a *CHESS Holding* to any *nominated financial adviser*, *authorised representative* 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

- (d) if the *sponsor* gives the *security provider* or the *nominee* notice under clause 36.7, by the *security provider* or the *nominee* instructing the *sponsor* to transfer the *securities* sponsored by the *sponsor* from the *participant sponsored holding*.
- 36.15 If this *sponsorship agreement* terminates under clause 36.14 the *security provider* must, at our request, immediately enter into a *sponsorship agreement* in relation to the *securities* on terms and with a *controlling participant* acceptable to us or repay the *amount outstanding* in full.
- 36.16 For so long as there is an amount outstanding, the *security provider* undertakes not to give a notice under clause 36.14(a).
- 37. What the *security provider* and the *nominee* agree to do.**
- 37.1 The *security provider* and the *nominee* acknowledge that:
- (a) ASX Settlement has not approved and takes no responsibility for, the *sponsor's* abilities or qualifications as the *sponsoring participant*;
 - (b) ASX, its subsidiaries and controlled entities (including ASX Settlement) have no responsibility for supervising or regulating the relationship between the *security provider* and the *nominee* and the *sponsoring participant* other than in relation to *sponsorship agreements*;
 - (c) before you signed the application an explanation of the effect of the *sponsorship agreement* was provided to you by us (this explanation is contained in the 'CHESS explanation');
 - (d) they understood the intent and effect of Part 7 of this agreement before signing it;
 - (e) if either of them makes a claim for compensation against the *sponsor*, the *sponsor* is solely responsible for meeting the claim and the *sponsor's* ability to satisfy that claim will depend on the *sponsor's* financial circumstances;
 - (f) in the event of the *security provider's* death or *insolvency* a *holder record lock* will be applied to all *securities* held in a *participant sponsored holding* in the *security provider's* name in accordance with rules 8.15.8 to 8.15.11 of the *Settlement Rules*, unless the *security provider's* legally appointed representative elects to remove those *securities* from the *CHESS Subregister*; and
 - (g) in the event of the *security provider's* death, this agreement is deemed to remain in operation in respect of the *person* legally appointed to administer the *security provider's* estate for a period of up to three calendar months after the date on which the *holder record lock* is removed pursuant to rule 8.16.3 of the *Settlement Rules*, unless that legally appointed representative elects to remove the *participant sponsored holding* from the *CHESS Subregister*;
 - (h) where there is more than one *security provider* holding *securities* in a *participant sponsored holding* jointly and one of them dies:
 - (i) those *securities* will be transferred into new *holdings* under a new *holder record* in the name of the other surviving joint holders; and
 - (ii) this agreement is to be valid for the new *holdings* under the new *holder record*;
 - (i) where there is more than one *security provider* holding *securities* in a *participant sponsored holding* jointly and one of them is bankrupt, we will:
 - (i) establish a new *holder record* in the name of the bankrupt *holder*, transfer the interest of the bankrupt *holder* into new *holdings* under the new *holder record* and request that ASX Settlement apply a *holder record lock* to all *holdings* under that *holder record*, unless the legally appointed *representative* of the bankrupt *holder* elects to remove those from the *CHESS Subregister*; and
 - (ii) establish a new *holder record* in the name(s) of the remaining *holder(s)* and transfer the interest(s) of the remaining *holder(s)* into new *holdings* under the new *holder record*;
 - (j) in the event of an even number of *securities*, for taxation purposes each *holder* will beneficially hold an equal number of *securities*;
 - (k) in the event of an odd number of *securities*, *holder 1* on the *application form* is nominated as the default beneficiary for taxation purposes of the additional *security*;
 - (l) you may advise us in writing at any time of an alternate holding portion of *securities* to that outlined in paragraph (j) or (k); and
 - (m) the *sponsor* is not obliged to effect a *transfer* into the *security provider's* or *nominees' participant sponsored holding*, where payment for the *securities* has not been received, until payment is received.
- 37.2 If the *sponsor* makes a *transfer* from a *holding* of the *security provider* or the *nominee* under section 9 of the *Settlement Rules*, then each acknowledges that none of them:
- (a) may assert or claim against ASX Settlement or the relevant issuer of *securities* that the *sponsoring participant* either was not authorised to make the *transfer* or did not make it; or
 - (b) have a claim arising out of the *transfer* against the compensation arrangements applicable to the *approved market operator* or the clearing participant of ASX Clear under the *Corporations Act* and the *Corporations Regulations*.
- 37.3 If the *sponsor* initiates any action in accordance with this agreement which has the effect of creating a *subposition* over the *securities*, then the *security provider*, the *nominee* and we acknowledge that the right to *transfer*, convert or deal in any other way with those *securities* is restricted in accordance with the *Settlement Rules* relating to *subpositions*.
- 37.4 The *security provider* and the *nominee* must:
- (a) take all necessary steps to enable the *sponsor* to become the *sponsoring participant* of any *securities* that form, or are proposed to form, part of the *mortgaged property* that are held in a *participant sponsored holding* with a different *sponsoring participant*;
 - (b) give the *sponsor* information and supporting documentation reasonably required by the *sponsor* to comply with the registration requirements for *participant sponsored holdings* under the *Settlement Rules*;

- (c) notify the *sponsor* of any change to that information and supply any necessary supporting documentation as soon as possible;
- (d) not take any action that would interfere with the *sponsor* complying with its obligations under the *Settlement Rules*;
- (e) do everything necessary to cause any *securities* that we identify to be reserved in a *subposition* on any terms specified by us if we reasonably determine that the *subposition* may be used to protect our interests under the *mortgage*; and
- (f) not reserve or release *securities* into or out of a *subposition* without our prior consent.

37.5 The *security provider* must:

- (a) do everything to comply with this agreement that the *sponsor* and we consider necessary;
- (b) pay the *sponsor* the fee the *security provider* and the *sponsor* agree to; and
- (c) reimburse the *sponsor* when it asks for costs and expenses incurred by the *sponsor* on any duties, taxes, registration and other fees and charges associated with *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 *loss* or *costs* suffered or incurred by it:

- (a) in properly carrying out its duties or exercising its powers in relation to the *securities*;
- (b) in carrying out any direction given by the *security provider*, the *nominee* or us; or
- (c) in disclosing the *HIN* in accordance with clause 36.13 and relying on instructions from anyone in relation to the *HIN*;

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

Part 8 – Other Provisions.

38. Exclusion of time periods.

- 38.1 Neither we nor any *receiver* need give you or a *security provider* any notice or demand or allow time to elapse before exercising a right under the *facility* or conferred by law (including a right to sell) unless the notice, demand or lapse of time is required by law and cannot be excluded.
- 38.2 If a law requires that a period of notice must be given or a lapse of time must occur or be permitted before a right under the *facility* or conferred by law may be exercised, then:
 - (a) when a period of notice or lapse of time is mandatory, that period of notice must be given or that lapse of time must occur or be permitted by us; or
 - (b) when law provides that a period of notice or lapse of time may be stipulated or fixed by the *mortgage*, then one day is stipulated and fixed as that period of notice or lapse of time including, if applicable, as the period of notice or lapse of time during which:
 - (i) an *event of default* must continue before a notice is given or requirement otherwise

made for payment of any amount (including the *amount outstanding*) or the observance of other obligations under the *mortgage*; and

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

39. Other costs and charges.

- 39.1 You must pay us, the *controlling participant* and the *nominee* for:
 - (a) any *costs* we or the *nominee* reasonably incur in arranging, registering, administering or terminating the *documents* (including action taken to enforce rights given to us or the *receiver* by the *documents*); and
 - (b) any duties, taxes or fees payable in connection with the *documents* or any transaction contemplated under them including any interest, penalties, fines or expenses which might arise in relation to these payments and any amounts we pay to any independent consultant, agent, *receiver* or lawyer.
- 39.2 We may debit and charge any *loan account* with any amounts you are required to pay under clause 39.1.
- 39.3 You must pay us an amount equal to any liability, *loss* or *costs* of a kind referred to in clause 30.1 or clause 39.1 suffered or incurred by any *receiver* or attorney appointed under a *document*; any of our employees or officers; or any purchaser or holder of the *mortgaged property*.

40. Limitation of liability.

- 40.1 We need not do anything (including disclosing anything or giving advice or doing anything we are entitled to do under this *facility*) except as expressly set out in this agreement.
- 40.2 We are not responsible to you for any delay, action of or failure to act by any manager, trustee or administrator of any trust in which you have purchased units or interests, any change in the value of those units or interests, or for any breach by any of them of any obligation under any documents relating to that trust.
- 40.3 Although we or the *nominee* may sign and deliver applications by you or your financial adviser for *securities* which consist of an interest in a *managed investment scheme*, neither the *nominee* nor we can ensure that the application will be accepted by the manager, administrator or trustee of the relevant *managed investment scheme*.
- 40.4 The fact that we include a *security* in the *acceptable securities list* or we or the *nominee* classify a *security* as part of the *mortgaged property* is not a recommendation by either us or the *nominee* that you or a *security provider* should invest in that *security*.
- 40.5 Neither we nor the *nominee* are responsible for or liable in respect of any of the following (except as a result of our or the *nominee's* wilful misconduct or gross negligence):
 - (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 any change in the value, status or availability of any *security* during the period *we* are processing any of the *documents*, any *confirmation*, any request to increase *your credit limit* or *your* instructions;
- (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*; or
- (g) any *loss*, damage, *cost*, liability or expense that *you* may suffer as a result of any *margin call* contact appointed by *you* to receive notice of a *margin call* failing to provide *you* with notice of that *margin call*.

41. Payments.

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

42. General matters.

How *we* may exercise *our* rights.

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

We may enforce *our* rights and remedies in any order *we* choose.

- 42.4 Neither *we* nor the *nominee* is required to do any act or thing unless expressly required under this agreement.

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

Reinstatement of rights.

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

No merger.

- 42.7 This agreement does not merge with or adversely affect and is not adversely affected by:
 - (a) any guarantee or indemnity or any *security interest*, right or remedy to which *we* are entitled at any time; or
 - (b) a judgement or order which *we* obtain against *you* or a *security provider* in respect of an amount payable under the *documents* (*we* can still exercise *our* rights under this agreement as well as under the judgement, order, other guarantee or security).
- 42.8 If any amount *you* must pay under this agreement becomes merged in a court order, *you* must pay interest on that amount as a separate obligation. The interest is payable at the rate in the court order from the date *we* first ask *you* for it until it is paid in full. The rate is *our* default rate (if any) or the rate in the court order, whichever is higher.

Further steps.

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

Amendment to this facility and waiver.

- 42.10 (a) At any time without *your* consent or acknowledgement *we* may:
- (i) impose any new fee or vary the amount of any fee;
 - (ii) vary the interest and fee charging cycles;
 - (iii) vary the basis of calculating and charging of interest;
 - (iv) vary the default interest rate margin; or
 - (v) vary any interest rate.
- (b) *We* may from time to time change any of the terms of the *documents* to:
- (i) add, change or remove any rights, concessions or benefits;
 - (ii) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service or regulator;
 - (iii) accommodate reasonable changes in the needs or requirements of any of *our* new product features or services;
 - (iv) cure any ambiguity or typographical error, or correct or supplement any defective or inconsistent provision, so as to make its intended effect clearer;
 - (v) accommodate reasonable changes to conform with industry or market practice or best practice in Australia or overseas;
 - (vi) reflect changes in technology or our processes including *our* computer systems; or
 - (vii) for reasons other than the ones mentioned above.
- (c) *We* will notify *you* of any change in writing or by newspaper advertisement. *We* can also notify *you* on *our* website.
- (d) *We* will notify *you* of changes as soon as reasonably possible (which may be before or after the change is made) or, if *we* believe the change is unfavourable to *you*, on at least 30 days' prior notice. *We* can also give *you* a shorter notice period (or no notice) if *we* believe doing so is necessary for *us* to avoid, or to reduce, an increase in *our* credit risk or *our* loss. However, if *we* change an interest rate, *we* will notify *you* no later than the date of the change, unless *we* are not able to because the interest rate is calculated according to a money market or some other external reference rate, or a rate otherwise designated as a variable or floating rate.
- (e) Unless *you* notify *us* of any objection to the proposed amendment by the end of the notice period, *we* may execute amending documentation on *your* behalf under the power of attorney *you* executed with *your application form* (and for the avoidance of doubt, *you* agree that *your* attorneys under that power of attorney have the power and authority to execute that amending documentation).
- (f) If notice is given in accordance with this agreement, the amending documentation will be effective even if for any reason *you* do not actually receive the prior notification sent to *you*.

- (g) To the extent that the amendment enhances *your* rights or benefits in any way and/or does not adversely affect *your* rights and obligations in a material way, *we* may on 30 days' prior notice amend the provisions of the *documents*.
- (h) This clause does not apply in respect of changes to direct debit arrangements.

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

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

Completing this agreement and *your* obligations under it.

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

Assignment.

- 42.14 *We*, and, with *our* consent, the *nominee* and the *sponsor* (each an *assignor*), may assign, novate, transfer or otherwise deal with our rights and/or obligations under the *documents*. However, *we* may not assign, novate or transfer *our* rights and/or obligations to the *nominee*. Any person to whom any rights and/or obligations are assigned, novated or otherwise transferred will have the same rights and/or obligations that the *assignor* does under the *documents* including, where applicable, the right to determine the *value* of the *mortgaged property*. *You*, each *guarantor* and each *security provider* agree that the *assignor* may disclose any information or documents it considers necessary to help it exercise this right.
- 42.15 *You*, and, each *guarantor* and each *security provider*, irrevocably authorise each attorney appointed in the power of attorney contained in the *application form*, to execute on *your* or the *security provider's* behalf any document necessary to give effect to an assignment, novation, transfer or other dealing with any rights and/or obligations in accordance with clause 42.14 if the party to whom any rights and/or obligations are assigned, novated, transferred or otherwise dealt with is a related body corporate of *us*, a bank or other financial institution or a securitisation vehicle.
- 42.16 *We* will give *you* notice of any exercise of rights under clauses 42.14 or 42.15 as soon as is practicable.

Inconsistent law.

- 42.17 To the extent allowed by law, the *documents* prevail to the extent they are inconsistent with any law.
- 42.18 A provision of a *document* that is void, illegal or unenforceable is ineffective only to the extent of the voidness, illegality or unenforceability, but the remaining provisions are not affected.

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

Notices and other communications.

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

- (a) must be in writing or such other means as *we* may specify from time to time;
- (b) (if *you*, a *guarantor* or a *security provider* are a company) must be signed by an *authorised officer* of *you* and *we* must be provided with the specimen signature of such *authorised officer* on request;
- (c) will be taken to be duly received or made:
 - (i) (in the case of delivery in person) when delivered, received or left at the last notified address of the recipient;
 - (ii) (in the case of delivery by prepaid, certified or registered post) three *business days* after they are posted to the address last notified;
 - (iii) (in the case of a delivery by fax) when the fax was sent to the fax number last notified, unless the sender's machine received a report that indicates there was a failure in delivering the fax;
 - (iv) (in the case of a delivery by other means (including email, sms or other electronic means)) instantaneously unless the sender's machine received a report that indicates there was a failure in delivering the communication;
 - (v) (when allowed by this agreement, if advertised by newspaper) on the date they are first published; and
 - (vi) (when allowed by this agreement, if placed on *our website*) on the date they are first published on *our website*.

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

- (a) give any communication under this *facility* to *you* or *your representative*, *nominated financial adviser* or *authorised representative* (except for any communication under clause 8 which may only be given to *you* or *your margin call contact*), or
- (b) give *you* any notice under this agreement or required by law (including any notice that must be 'in writing') by:
 - (i) electronic communication to a device, *electronic equipment* or electronic address nominated by *you*; or
 - (ii) displaying information at *our website* — westpac.com.au/bluechip20 (after notifying *you* by electronic communication that the information is available for retrieval on the website and the nature of the information).

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

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

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

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

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

- (a) electronic communication to a device, *electronic equipment* or electronic address advised by *you*; or
- (b) displaying information at *our website* — westpac.com.au/bluechip20. *We* may notify *you* by electronic communication that the information is available for retrieval on the website and the nature of the information.

Applicable law and service of documents.

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

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

Confidentiality.

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

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

Additional services.

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

Disclosure of TFNs and ABNs.

42.29 By providing *us* or the *sponsor* with a tax file number, Australian Business Number or Australian Authorised Deposit-taking Institution account details *you* or any *security provider* authorise *us* or the *sponsor* to disclose this information to the ASX, ASX Clear, ASX Settlement, or any designated share registry, or current or proposed *entity* for any purpose relating to *securities*, dividends or other benefits. Neither *we* nor the *sponsor* are under an obligation to make such a disclosure.

Telephone conversations.

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

Statements of account

- 42.31 (a) We will send *you* a statement of account for *your loan* on a quarterly basis (or such other period as we may advise *you* from time to time). Copies of statements of account are also available on request. We may charge *you* a fee for a copy of a statement provided on request.
- (b) We may send *your* statement of account to *you* either by posting it to the address last notified by *you* or by loading it onto a secure link where it can be downloaded electronically to a device, *electronic equipment* or *electronic address* nominated by *you*.
- (c) Sometimes we get things wrong. Where we do, we will work to make things right. *You* will not be liable for any fees, charges or interest that we incorrectly charge to *your* account contrary to the terms and conditions of *your* facility.
- (d) *You* should check the entries on *your* statement carefully and promptly report any errors or unauthorised transactions to *us*.

Feedback and Complaints.

42.32 Delivering on *our* service promise

We're constantly striving to provide the best possible service, and we'll do *our* best to resolve any concern *you* have quickly and fairly.

Our commitment to *you*

If *you're* ever unhappy about something we've done – or perhaps not done – please give *us* the opportunity to put things right.

Our aim is to resolve *your* complaint within 5 *business days*, however, where possible we will resolve *your* complaint on the spot. If we need some additional time to get back to *you*, we will let *you* know. Should we be unable to resolve *your* concern at *your* first point of contact, we will then refer the complaint to *our* dedicated Customer Managers.

Our Customer Managers are here to find a solution for *you* and will ensure that *you're* regularly updated about the progress we are making to resolve *your* complaint.

You can contact *us*:

Phone: 1800 816 222

Post: Westpac Margin Lending
GPO Box 3917
Sydney NSW 2001

Online: Using the secure feedback form at banking.westpac.com.au/olpmu/eforms/ConsumerFeedback/#/welcome

For further information go to *our* website and search 'Feedback and Complaints'

If *you* are still unhappy.

If *you* are not satisfied with *our* response or handling of *your* complaint, *you* can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g., banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

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

43. Banking Code of Practice.

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

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

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

44. Joint facility.

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

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

44.3 Either of *you* can write to *us* and terminate *your* liability for future advances on *your* joint *facility*. If either of *you* ask to terminate *your* liability, we may stop operations on *your* joint *facility* generally. In any

case, each of *you* remain liable for all transactions either of *you* make prior to the date *you* cancel *your* liability for future advances on *your* joint *facility*, even if the transactions are debited to the *facility* after the cancellation date.

45. **AML and other reporting obligations.**

- (a) We are bound by laws relating to the prevention of money laundering and the financing of terrorism, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* and the Anti-Money Laundering and Counter-Terrorism Financing Rules Instruments (the AML/CTF laws) and have adopted an AML/CTF program in accordance with the requirements of the AML/CTF laws and the various guidelines and publications produced by the Australian Transaction Reports and Analysis Centre (the AML/CTF Program).
- (b) *You* cannot open a Westpac Margin Loan account unless *you* have provided *us* with sufficient identification and that identification has been verified in accordance with the AML/CTF Program and AML/CTF laws.
- (c) By opening and using a Westpac Margin Loan account, *you* agree that:
 - (i) *you* do not acquire *our* products or services under an assumed name;
 - (ii) any products or services we provide will not be used in relation to any criminal activities or any activities which breach laws or sanctions;
 - (iii) if we ask, *you* will provide *us* with additional information we reasonably require for the purposes of AML/CTF laws;
 - (iv) we may obtain information about *you* from third parties if we believe this is necessary to comply with AML/CTF laws; and
 - (v) we may disclose information which we hold about *you* or *your* conduct to *our* related bodies corporate.
- (d) In order to comply with AML/CTF laws we may be required to take action, including:
 - (i) delaying or refusing a request for products or services;
 - (ii) monitoring *your* conduct in relation to the provision of the product or services; or
 - (iii) disclosing information that we hold about *you* or *your* conduct to *our* service providers, relevant regulators of AML/CTF laws, or other parties (whether in or outside of Australia) and if we do so we may be obliged not to inform *you* of this.
- (e) We are not liable for any *loss*, claim, liability or expense *you* suffer or incur (including consequential *loss*) as a result of *us* taking any action referred to above and *you* indemnify *us* for any *loss*, claim, liability or expense we may suffer or incur (including consequential *loss*) from exercising any right under this clause or from any breach by *you* of *your* agreement in this clause.
- (f) We are required to identify tax residents of a country(ies) other than Australia in order to meet account information reporting requirements under local and international laws.

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

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

Internet Account Access.

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

46. **How to register for internet account access.**

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

47. **Availability.**

We will make reasonable efforts to:

- (a) ensure that *internet account access* is available during the hours specified by *us* from time to time; and
- (b) ensure that information we make available to *you* through *internet account access* is

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

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

48. Password.

48.1 *Your password* is very important as it is comparable to *your signature*. *You* must make every effort to ensure that *your password*, and any record of it, is not misused, lost or stolen.

48.2 *You* must:

- (a) not record *your password* on the computer or telephone that *you* use to access *internet account access*;
- (b) not record *your password* on any item that identifies *your internet access Username* or on any article normally carried with any such item and which is liable to loss or theft with that item;
- (c) not permit any other person to use *your password*;
- (d) not disclose *your password* or make it available to any other person (including a financial adviser, a family member, a friend or one of *our staff*); and
- (e) use care to prevent anyone else seeing *your password* being entered into any *electronic equipment*.

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

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

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

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

- (a) *you* must tell *us* as soon as possible;
- (b) *you* may notify *us* by telephoning *us* at any time on the phone number on *our website* at westpac.com.au/bluechip20; and
- (c) *you* will need to give *us* all relevant information *you* may have, so that we can suspend *your internet account access* to *your loan accounts*.

49. Unauthorised Transactions.

Please tell *us* about any service fault or difficulty with internet account access by calling 1800 816 222 between 8.30am and 5.30pm (Sydney time) on business days.

50. Your Adviser.

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

51. Computer facilities.

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

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

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

- (a) use or in *our* reasonable opinion appear to use the *internet account access* in a manner reasonably deemed inappropriate or unreasonable by *us*;
- (b) deliberately or recklessly disrupt the *internet account access*, cause congestion or impede others from using the *internet account access*, or attempt to do so;
- (c) use *your internet access* to menace, create a nuisance or harass others or attempt to do so;
- (d) make any denial-of-service attacks on *us* or any other users or networks relating to *us* or attempt to do so;
- (e) use *your Internet access* to unlawfully obtain access to networks used or operated by *us* or attempt to do so; or
- (f) provide *us* with personal details, including (without limitation) name, address, bank account, email address and phone number, which we consider, in *our* reasonable opinion, not to be bona fide.

52. Meaning of words and interpretation.

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

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

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

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

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

ASIC means the Australian Securities and Investment Commission.

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

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

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

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

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

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

borrower has the meaning in the definition of "*you*".

borrowing limit means, at any time:

- (a) the *market value* of each *security* in the *mortgaged property*; multiplied by
- (b) the *loan to value ratio* we have assigned to that *security*.

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

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

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

buffer means, at any time, an amount equal to the sum of: the *market value* of each acceptable *security* comprising part of the *mortgaged property*; multiplied by a percentage (which may be zero) determined by *us* from time to time at *our* discretion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

enforcement proceedings means a person;

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

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

event of default has the meaning in clause 31.

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

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

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

future security means:

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

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

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

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

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

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

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

Holder means the relevant holder of a *HIN*.

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

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

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

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

A *person* is *insolvent* or in *insolvency* if they are insolvent or an insolvent under administration or have a controller appointed (each as defined in

the *Corporations Act*), bankrupt, in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from any creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

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

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

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

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

listed means listed by ASX unless otherwise agreed by us.

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

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

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

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

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

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

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

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

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

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

mortgage means:

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

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

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

National Credit Code purpose means:

- (a) personal, domestic or household purposes, or
- (b) to purchase, renovate or improve residential property for investment purposes, or
- (c) to refinance credit that has been provided wholly or predominantly to purchase, renovate or improve residential property for investment purposes, or
- (d) any other purpose that is regulated under the *National Credit Code*.

new rights means:

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

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

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

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

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

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

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

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

PPSA means the Personal Property Security Act 2009.

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

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

receiver means receiver or receiver and manager.

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

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

securities means those:

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

which are included in the *acceptable securities list* applicable to the *facility*, or which are considered by

us in *our* discretion at any time to form part of the *mortgaged property*. In the case of jointly owned assets, *securities* includes the particular interest held in the asset by any one joint owner.

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

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

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

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

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

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

sponsorship agreement means the agreement between the *security provider* or the *nominee*, the *sponsor* and *us* in the form required by the *Settlement Rules*, set out in Part 7.

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

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

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

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

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

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

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

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

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

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

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

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

Meaning of words.

The singular includes the plural and vice versa.

A reference to:

- (a) a document includes any variation or replacement of it;
- (b) law means common law, principles of equity and laws made by parliament (and includes regulations and other instruments under laws made by parliament and consolidations, amendments, re-enactments or replacements of any of them);
- (c) anything includes the whole and each part of it;
- (d) the words “including”, “for example” or “such as” or similar, when introducing an example, do not limit the meaning of the words to which the example related or examples of a similar kind;
- (e) a *person* includes an individual, a body corporate, an unincorporated association and an authority, and their respective successors and assigns. It includes a *person’s* executors and administrators; or
- (f) a requirement for *us* to give *you* a notice or any other information in writing may be done in accordance with clause 42.21.

Supplementary Terms for borrowers investing in Westpac BlueChip20.

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

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

1. Subject to Clause 1.1 of the Facility Agreement, *Praemium* may request a *loan* on *your* behalf under the *facility*.
2. We must pay to *Praemium* a drawing in accordance with any authority provided by *you* to *Praemium* in *your* application for an investment in *Westpac BlueChip20*. This includes the initial drawing and the regular monthly drawing.
3. Unless we agree otherwise in writing, a *loan* under the Facility Agreement may only be requested to contribute to the acquisition of securities to be held by *Praemium* as responsible entity for *Westpac BlueChip20* or in the name of a custodian appointed by *Praemium*.
4. If a *margin call* is not satisfied within the period specified in Clause 8.4 of the Facility Agreement, we may, but are not obliged to, direct *Praemium* to sell some or all of *your* interest in *Westpac BlueChip20* to satisfy the *margin call*. We will notify you if we give such a direction to *Praemium* but any failure to do so does not affect *our* right to give such a direction to *Praemium*. Neither *we* nor *Praemium* are liable for any *loss* incurred by *you* as a result of *us* exercising or not exercising this right or for any delay in any sale made pursuant to this provision.
5. You irrevocably authorise *us* to instruct *Praemium* to:
 - (a) sell, realise or otherwise deal with any or all of *your* interest in *Westpac BlueChip20* (or any *securities* held for *you* under *Westpac BlueChip20*) in accordance with the provisions of the Facility Agreement including, without limitation, when *you* have failed to meet a *margin call* or following the occurrence of an *event of default*;
 - (b) pay to *us* (or to anyone *we* direct) the proceeds of any sale, realisation or other dealing of any or all of *your* interest in *Westpac BlueChip20* (or any *securities* held for *you* under *Westpac BlueChip20*) in accordance with the provisions of the Facility Agreement;
 - (c) pay to *us* (or to anyone *we* direct) any or all of the cash held or received for *you* under *Westpac BlueChip20* in accordance with the provisions of the Facility Agreement;
 - (d) pay to *us* (or to anyone *we* direct) any or all *new rights* or other amounts of whatever nature received in respect of *securities* or other assets held for *you* under *Westpac BlueChip20*; and
 - (e) transfer to *us* (or to anyone *we* direct) any *securities* or other assets held for *you* under *Westpac BlueChip20*.
6. You authorise *us* to instruct *Praemium* to not sell, realise, dispose of, deal or otherwise apply any *securities* or other assets held for *you* under *Westpac BlueChip20* without obtaining *our* prior written consent.
7. The following clause is added immediately after Clause 15 of the Facility Agreement:

15A. Withdrawals from Westpac BlueChip20.

 - 15A.1 If *you* want to withdraw or transfer the whole or any part of *your* investment in *Westpac BlueChip20*, *you* must provide *us* with a written request (*Withdrawal Request*) from *you* to *Praemium* detailing the proposed withdrawal.
 - 15A.2 We may refuse to process a *Withdrawal Request* for part of *your* investment if it would result in a *margin call*.
 - 15A.3 If *you* want to withdraw or transfer the whole of *your* investment in *Westpac BlueChip20*, *you* must first repay to *us* the *amount outstanding* under the Facility Agreement or make acceptable alternative arrangements with *us* to do so.
8. We acknowledge and agree that *your* investment in *Westpac BlueChip20* may be dealt with by *Praemium* in accordance with the terms of the *Westpac BlueChip20* product disclosure statement.

9. You agree to pay all calls, instalments or other moneys which are payable in respect of *your* interest in *Westpac BlueChip20*. If *you* fail to do so, *we* may do so on *your* behalf but *we* are not obliged to do so. Any such payment by *us* will be deemed to be a borrowing by *you* under the *facility* and form part of the *amount outstanding* under the Facility Agreement but does not constitute a waiver by *us* of *your* obligations under the Facility Agreement.
10. Clause 28.1 of the Facility Agreement is amended by adding the following at the end:
 - (m) *you* or *your* professional adviser are aware that taxation comments in the *Westpac BlueChip20* product disclosure statement are premised on the basis that:
 - (i) the investor is effectively treated as holding their underlying investments in *Westpac BlueChip20* for ordinary income and capital gains tax purposes;
 - (ii) in 2004, the ATO released a draft public ruling (TR 2004/D25) which cast some doubt on whether, under existing statute and case law; this will be the case for investors in all circumstances;
 - (iii) the ATO has since indicated that this draft ruling will not be finalised pending the Treasury's modernising the taxation of trust income project. The ATO is also seeking legislative amendments to clarify some of the uncertainties relating to absolute entitlement, including issues relating to joint and multiple beneficiaries;
 - (iv) on 10 March 2010, the Assistant Treasurer announced a proposed amendment to the tax legislation to clarify the Capital Gains Tax treatment of 'traditional instalment warrants' to provide 'look through' treatment for the holders of instalment warrants and that the new legislation was proposed because the ATO technical interpretation of the current income tax law does not support the 'accepted' practice of an investor having absolute entitlement in an underlying asset that is held on trust solely for the benefit of the investor;
 - (v) the explanatory material produced by the ATO was concerned with instalment warrants involving limited recourse borrowings; and
 - (vi) as *Westpac BlueChip20* involves a full recourse borrowing, it does not fall within the meaning of instalment warrants as outlined in the explanatory material. However, it is not possible to be certain as to what extent (if any) any future changes in ATO interpretation or legislation could affect *Westpac BlueChip20* until either a final public ruling is issued or the relevant legislative amendments have been passed; and
 - (n) neither *we* nor the *nominee* has provided taxation advice to *you* and *you* should seek and rely on *your* own professional taxation advice prior to making any decisions in respect of *your mortgaged property*.
11. Clause 32.1 of the Facility Agreement is amended by adding the following:
 - (i) direct *Praemium* to sell any or all of the *mortgaged property* as if it was the owner of the *mortgaged property*.
12. You agree that *we* are not responsible for any information or reports provided by *us* to *you* or available on the *Westpac BlueChip20* website in respect of *your* investment in *Westpac BlueChip20* other than to the extent that such information relates to *your* Westpac Margin Loan Facility.
13. We will not act as your *sponsoring participant* on CHESS in relation to any part of your investment in *Westpac BlueChip20*. CHESS sponsorship arrangements will be as may be advised in the agreements documenting your interest in *Westpac BlueChip20* rather than as documented in the Facility Agreement.
14. Nominee arrangements in relation to *your* interest in *Westpac BlueChip20* will be as may be advised in the agreements documenting your interest in *Westpac BlueChip20* rather than as documented in the Facility Agreement.
15. Clause 47 of the Facility Agreement is amended by:
 - (a) adding the following definitions in alphabetical order:

Praemium means Praemium Australia Limited ABN 92 117 611 784.

SMA means the registered managed investment scheme which is known as the Separately Managed Accounts ARSN 114 818 530 of which *Praemium* is the responsible entity.

Westpac BlueChip20 means interests in the *SMA* which are offered under the product disclosure statement issued by *Praemium* under the name "Westpac BlueChip20".
 - (b) adding the following at the end of the definition of *future security*:
 - (i) *your* interest in *Westpac BlueChip20*.
16. You agree that *Praemium* is a "Recipient" for the purposes of the Westpac Privacy Statement and other reporting obligations provisions of the Westpac Margin Lending Application.
17. Interpretation.

Unless defined in these Supplementary Terms, italicised words have the meaning given them in the Facility Agreement, as amended.

