

# **BELL GEARED EQUITIES INVESTMENT.**

Product Brochure  
11 November 2019

## **IMPORTANT INFORMATION**

### **GEI brochure**

This brochure has been prepared by Bell Potter Capital Limited ABN 54 085 797 735 AFSL 360457 (Bell Potter Capital), the lender for Bell Geared Equities Investment (GEI). The information in this brochure is current as at August 2019.

GEI is not offered to borrowers residing outside of Australia.

### **About Bell Financial Group**

The Bell Financial Group Limited ABN 59 083 194 763 (Bell Financial Group) is a listed (ASX:BFG) Australian based provider of stockbroking, investment and financial advisory services to private, institutional and corporate clients. It is the parent company for both Bell Potter Securities Ltd ABN 25 006 390 772 AFSL 243480 (Bell Potter Securities) and Bell Potter Capital.

Bell Potter Capital is the issuer of the GEI product.

Bell Potter Securities is the Trading Participant for the GEI product.

BPC Securities Pty Ltd ACN 072 910 966 AFSL No. 297 851 (BPC Securities) is a wholly owned subsidiary of Bell Potter Capital and is the CHESS sponsor for the GEI product.

BPC Custody Pty Ltd ACN 006 600 746 (BPC Custody) is a wholly owned subsidiary of Bell Potter Capital and is the Nominee for the GEI Product.

### **Risks in the brochure**

You must read this brochure carefully. This brochure contains general information only. It does not take into account your particular investment needs, objectives or financial or taxation circumstances. This brochure is not intended to be a recommendation by Bell Potter Capital or any other person to borrow using a GEI Facility or invest in any GEI Securities.

GEI is a complex structured loan. GEI may not suit potential investors who are not familiar with the risks associated with borrowing to invest. Before making any investment decision, Bell Potter Capital recommends that you:

- read all of this brochure and the Loan and Security Agreement set out in section 14
- seek professional legal, taxation and financial advice to determine whether a GEI Facility is appropriate for you, and
- carefully consider the potential benefits and the risks of borrowing under a GEI Facility and the risks

of making any investments using borrowed funds. Please refer to section 1.1 of this brochure (GEI at a glance) for a summary of the risks in respect of GEI and section 5 of this brochure (Risks) for a detailed discussion of the risks.

As well as the risks of this particular product, you should also consider whether borrowing under this product in order to make investments fits into your overall investment portfolio. Diversification of your investment portfolio can be used as part of your overall portfolio risk management to limit your exposure to failure or underperformance of any one investment, manager or asset class.

When selecting or removing securities from the Investment Menu, Bell Potter Capital does not take into account any labour standards or environmental, social or ethical considerations.

### **Representations**

Bell Potter Capital has not authorised any person to give any information or make any representations in connection with GEI that are not in this brochure. If given or made, such information or representation must not be relied upon as authorised by Bell Potter Capital. To the extent permitted by law, Bell Potter Capital accepts no liability whatsoever for any loss or damage arising from investors relying on any other information.

### **Updates relating to this brochure**

The information in this brochure may change over time. Bell Potter Capital may update information in this brochure by posting information on its website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) if the change is not materially adverse from the point of view of a reasonable person deciding whether to invest using GEI. Bell Potter Capital may also issue a supplementary brochure. You can access this information on our website at any time. Alternatively you may request a paper copy of any information updated from your financial adviser or by calling Bell Potter Capital on 1800 787 233.

### **GEI Definitions**

Capitalised terms in this brochure have the meaning given to them in the Loan and Security Agreement in section 14.

### **Enquiries and complaints**

For information regarding enquiries and complaints, see section 12.3.

## BELL GEARED EQUITIES INVESTMENT

BELL POTTER CAPITAL

Web Update dated 4 October 2021

This Web Update updates information in the Bell Geared Equities Investment Product Brochure dated 11 November 2019 (the **Brochure**). This document must be read together with the Brochure and any updated information on our website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au). To obtain a copy of the Brochure, you should contact Bell Potter Capital on 1800 787 233.

### Important Information (inside front cover)

In section 'GEI brochure', the first paragraph is replaced with:

This brochure has been prepared by Bell Potter Capital Limited ABN 54 085 797 735 AFSL 360457 (Bell Potter Capital), the lender for Bell Geared Equities Investment (GEI). The information in this brochure is current as at August 2019. GEI is not offered to borrowers residing outside of Australia. The GEI Target Market Determination (TMD) is available free of charge at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or by contacting Bell Potter Capital on 1800 787 233. Previous versions of the TMD are available by calling 1800 787 233.

### Section 2.0: Investment options

In section 2.2.2, the third paragraph is **replaced** with the following:

The product disclosure statement for each MIS on the Investment Menu is available by visiting the relevant issuer website. Please ensure that you have read the relevant product disclosure statement prior to making an investment decision to invest in an MIS. A copy of the Investment Trust product disclosure statement is available on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or alternatively contact your Account Manager on 1800 787 233 to obtain a copy.

Section 2.2.3 is **replaced** with the following:

Bell Potter Capital may unwind your Facility early if you do not submit a Securities Selection Form within 30 days of your loan being approved, however if you have:

- had your loan approved in June
- elected to prepay interest in advance for the first year, and
- not submitted your Securities Selection Form in sufficient time for your GEI Securities to be acquired before the end of June,

then your loan will be drawn down and the proceeds will be invested in an approved Investment Trust at that time. The loan proceeds will remain there until you submit your Securities Selection Form or until your GEI Securities are able to be acquired. The Investment Trust product disclosure statement will be made available on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or alternatively contact your Account Manager on 1800 787 233 to obtain a copy. You can also obtain a copy of the Investment Trust Target Market Determination by calling Bell Potter Capital on 1800 061 327 or by visiting [www.bellpotter.com.au/bellfinancialtrust](http://www.bellpotter.com.au/bellfinancialtrust). If we still have not received your completed Securities Selection Form 30 days after the loan proceeds are drawn down and invested in the Investment Trust we may unwind your GEI Facility. Please see section 3.4.5 – 'Prepaying your Interest' for further information.

### **Section 3.0: Loan and interest details**

In section 3.4.2, the third paragraph is **replaced** with the following:

You will be notified of changes to your interest rate either in writing (including electronically) or via an update to our website ([www.bellpottercapital.com.au](http://www.bellpottercapital.com.au)) on or before the changes take effect.

### **Section 5.0: Risks**

The first paragraph is **replaced** with the following:

The risks set out below should be considered before you make any decision in relation to borrowing under a GEI Facility and making an investment in GEI Securities. However this outline is not a comprehensive summary of all of the risks or other relevant considerations relating to GEI. In particular, if you are considering an investment in an MIS, please ensure that you download and read the product disclosure statement for the MIS, which is available at [www.bellpotter.com.au/bellfinancialtrust](http://www.bellpotter.com.au/bellfinancialtrust) (for the Investment Trust) or otherwise by visiting the relevant issuer website.

### **Section 6.0: What happens at the end of my GEI Facility?**

In section 6.1, the second paragraph is replaced as follows:

As each GEI Security is treated individually, Bell Potter Capital will not offset the losses from one GEI Security in your portfolio against the gains referable to another GEI Security in your portfolio when exercising its rights under the Mortgage. The Loan Amount referable to each GEI Security in your portfolio (or GEI Security Loan Amount) will be displayed on your Loan Statements and online via BPC Online ([www.bellpottercapital.com.au](http://www.bellpottercapital.com.au)).

### **Section 8.0: Fees and expenses**

In section 8.2.1, the paragraph is replaced as follows:

Where you choose to include MISs in your GEI portfolio, you should be aware that the MIS may charge additional fees and expenses such as management fees. Any additional fees and expenses charged will affect the performance of your GEI investment. You should ensure that you are aware of any additional fees and costs charged by an MIS into which you choose to invest. This information is available in the product disclosure statement for the relevant MIS, which is available at [www.bellpotter.com.au/bellfinancialtrust](http://www.bellpotter.com.au/bellfinancialtrust) (for the Investment Trust) or otherwise by visiting the relevant issuer website.

### **Section 12.0 Additional information**

Section 12.3 is replaced as follows:

Bell Potter Capital welcomes feedback and values complaints. We are committed to providing high quality services and products so if you are dissatisfied, please let us know.

#### Lodging a Complaint

You can lodge a complaint by doing one of the following:

By phone:	Contact your Account Manager on 1800 787 233
By email:	<a href="mailto:BPC@bellpotter.com.au">BPC@bellpotter.com.au</a>
By post to:	Head of Products Bell Potter Capital Ltd GPO Box 4718 MELBOURNE VIC 3001

#### What happens once you have lodged a complaint?

We will acknowledge receipt of your complaint, normally by the next business day, and we aim to resolve your complaint as quickly as possible. More detailed information about our Internal Dispute Resolution policy is available at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

What if the issue is not resolved?

If you are not happy with our response, you can lodge your complaint with the Australian Financial Complaints Authority (**AFCA**). AFCA is the external dispute resolution scheme established by the Commonwealth Government to provide independent financial services complaint resolution that is free to consumers.

AFCA's contact details

To:	Australian Financial Complaints Authority
Website:	<a href="http://www.afca.org.au">www.afca.org.au</a>
By Phone:	1800 931 678 (free call)
By Email:	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
By Post:	Australian Financial Complaints Authority GPO Box 3 MELBOURNE VIC 3001

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# 1.0 What is Bell Geared Equities Investment?

Bell Geared Equities Investment (GEI) is an interest only, limited recourse loan which can be used to fund 100 per cent of your investment in certain securities listed on the Australian Securities Exchange (ASX) and certain registered Managed Investment Schemes (MISs).

## 1.1 GEI at a glance

Topic	Features	Additional Information
<b>Loan Structure</b>	<p>A GEI Facility is a limited recourse investment loan. It can be used to purchase GEI Securities. The Facility is used to fund 100 per cent of your investment amount, so you do not need to contribute any of your own money upfront to acquire your GEI Securities.</p> <p>Throughout the term of the Facility you will be required to use your own money to make interest payments on your Facility. You may also be charged a Loan Establishment Fee of up to 3 per cent of your Loan Amount. Any Loan Establishment Fee will be payable from your own funds and is payable as an upfront amount on the day of making a Drawing for the relevant Loan.</p> <p>To secure your principal and interest obligations under the Facility, Bell Potter Capital will take a Mortgage over your GEI Securities.</p>	<i>Section 3</i>
<b>Loan Term</b>	<p>You may choose a Facility with a fixed term of 1, 2, 3 or 4 years, or any other term agreed with Bell Potter Capital.</p> <p>Depending on the date your GEI Securities are acquired, your actual loan term could be up to one calendar month longer than the applied loan term.</p>	<i>Section 3.1</i>
<b>Limited Recourse Protection of your Loan Amount</b>	<p>Due to the limited recourse nature of the loan your Loan Amount is protected. This means that if, at the time your Loan Amount becomes repayable the value of your GEI Securities is insufficient to repay your Loan Amount in full, you will not need to provide any additional capital to repay your Loan Amount. However, you will have to pay any outstanding interest, fees and other costs.</p>	<i>Section 6</i>
<b>At loan maturity</b>	<p>For each of your “profitable” GEI Securities, you can:</p> <ul style="list-style-type: none"> <li>▪ repay that part of your loan and keep all of those GEI Securities</li> <li>▪ dispose of some or all of your GEI Securities to take the net proceeds in GEI Securities or cash, or</li> <li>▪ roll your GEI Securities into another GEI Facility.</li> </ul> <p>For each of your “unprofitable” GEI Securities, you can:</p> <ul style="list-style-type: none"> <li>▪ take no action and they will be disposed of, and you will not have any further obligations nor will you receive any payment in relation to these GEI Securities.</li> </ul> <p>Please note, under any of these options you will be required to have paid all interest, fees and other costs owing on your GEI Facility.</p>	<i>Section 6</i>

## 1.0 WHAT IS BELL GEARED EQUITIES INVESTMENT?

Topic	Features	Additional Information
<b>Early unwind</b>	<p>The GEI Facility is designed to be held until maturity. However, you may choose to unwind your GEI Facility early.</p> <p>In certain circumstances Bell Potter Capital may also have the ability to unwind your GEI Facility early, for example where:</p> <ul style="list-style-type: none"> <li>▪ you fail to pay any amount due under the Facility</li> <li>▪ a corporate action occurs with respect to any of your GEI Securities, or</li> <li>▪ it becomes unlawful for Bell Potter Capital to maintain your Facility or exercise its rights under the Mortgage.</li> </ul> <p>Where your GEI Facility is unwound early you will still receive the benefit of the limited recourse nature of your loan. However you will need to pay any break costs, interest charges, fees and other costs that may apply. You should note that break costs may be significant.</p>	<i>Section 7</i>
<b>No offsetting of gains and losses</b>	<p>The gain or loss from each GEI Security in your portfolio is not offset against the gain or loss from any other GEI Security in your portfolio.</p> <p>This is the case whether or not you hold your GEI Facility until maturity.</p>	<i>Section 6</i>
<b>No margin calls</b>	<p>There are no margin calls. You will not be required to make any loan repayments as a result of a fall in the value of your portfolio of GEI Securities.</p>	
<b>Payments throughout the term</b>	<p>The only payments you will be required to make before your GEI Facility matures or is unwound early are:</p> <ul style="list-style-type: none"> <li>▪ your interest payments, and</li> <li>▪ in the event of some corporate actions you may be required to make additional contributions from your own funds.</li> </ul> <p>There may be additional administrative fees, and brokerage fees if you use the optional Limited Trading feature – please refer to section 8 – ‘Fees and expenses’.</p>	<i>Section 3.3, section 8.1 and section 11</i>
<b>Acquiring GEI Securities</b>	<p>The Loan Amount must be used to acquire securities included on the Investment Menu or, where you already hold Investment Menu securities which you wish to offer as security for your GEI Facility, for other investment purposes.</p>	<i>Section 2</i>
<b>Diverse Investment Menu</b>	<p>By opening a GEI Facility, you can choose to invest in over 50 securities, including securities listed on the ASX and certain registered MISs. This provides you with the flexibility to select your own portfolio. The Investment Menu is available on the GEI website at <a href="http://www.bellpottercapital.com.au">www.bellpottercapital.com.au</a>.</p> <p><b>You should be aware that Bell Potter Capital does not recommend, or guarantee the performance of, any security included on the Investment Menu. You are responsible for selecting the GEI Securities that you invest in. As such, the performance of any investment will depend on your own investment decisions.</b></p>	<i>Section 2.1</i>



## 1.0 WHAT IS BELL GEARED EQUITIES INVESTMENT?

Topic	Features	Additional Information
<b>GEI Securities are generally held in your name subject to a Mortgage</b>	<p>The GEI Securities will generally be held in your name. For an ASX listed security you will receive any ordinary Distributions and may be eligible to claim franking credits in the same way as an investor who held this security outside of the GEI product. For an MIS you may be required by Bell Potter Capital to reinvest Distributions into additional GEI Securities, over which Bell Potter Capital will have security.</p> <p>Please note that Bell Potter Capital may also apply any special Distributions or capital returns to purchase additional GEI Securities on your behalf or to repay your loan principal.</p> <p>For the term of your loan Bell Potter Capital will hold a Mortgage over your GEI Securities and accordingly Bell Potter Capital will have a security interest in your GEI Securities.</p>	<i>Section 2.2</i>
<b>Interest payments</b>	<p>You may choose one of the following interest payment options:</p> <ul style="list-style-type: none"> <li>▪ variable, payable monthly in arrears</li> <li>▪ fixed for one year, payable annually in advance, or</li> <li>▪ fixed for term, payable annually in advance.</li> </ul> <p>In the event you do not select one of the above options, the default option is variable, payable monthly in arrears.</p>	<i>Section 3.3</i>
<b>Interest rates</b>	<p>Your interest rate will depend upon a number of factors including your choice of:</p> <ul style="list-style-type: none"> <li>▪ GEI Securities included in your GEI portfolio</li> <li>▪ the interest payment option, and</li> <li>▪ the loan term.</li> </ul>	<i>Section 3.4</i>
<b>Taxation</b>	<p>Please refer to section 10 'Tax Summary' of this GEI Brochure for more information regarding the tax implications of your investment in the GEI Securities using the GEI Facility.</p>	<i>Section 10</i>
<b>Minimum Loan Amount</b>	<p>The minimum Loan Amount for a GEI Facility is \$50,000.</p>	<i>Section 3.2</i>
<b>Limited Trading feature</b>	<p>The Limited Trading feature is available as an optional feature. This feature allows you to trade in and out of any of your GEI Securities that have risen in value above a certain level.</p>	<i>Section 9</i>

## 1.0 WHAT IS BELL GEARED EQUITIES INVESTMENT?

Topic	Features	Additional Information
<p><b>Key risks</b></p>	<p>As with any investment, there are a number of risks that may affect the value of your investment. Please ensure that you read and consider all the risks in section 5 'Risks' and any disclosure document relating to your selected GEI Securities, and seek professional legal, taxation and financial advice before deciding whether to apply for a GEI Facility.</p> <p><b>Some of the key risks of investing through GEI:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Performance risk:</b> The value of the GEI Securities you choose may go down by a material amount, even over a short period of time.</li> <li>▪ <b>Borrowing to invest:</b> By using a GEI Facility to invest in your chosen GEI Securities, your investment is leveraged. Leverage will magnify gains and losses on your investment compared to an unleveraged direct holding of an ASX listed security or units in a registered MIS. You should not invest using a GEI Facility unless you are comfortable with the risks of investing using leverage.</li> <li>▪ <b>Breakeven risk:</b> There is a material risk that you will lose money on your GEI Facility. That is, the total value of your returns at maturity (if any) and Distributions from your GEI Securities throughout the term of your loan (if any) could be less than your total interest payments and other fees and costs (including break costs).</li> <li>▪ <b>Early unwind risk:</b> Your GEI Facility may be unwound early by Bell Potter Capital in certain circumstances, for example where you fail to pay any amount due under the Facility. Also, you may choose to unwind your GEI Facility early. In either case, you will still receive the benefit of the limited recourse nature of your loan. However you will need to pay any break costs, interest charges, fees and other costs that may apply. You should note that break costs associated with an early unwind of your Facility may be significant.</li> <li>▪ <b>Interest rate risk:</b> There is a risk that the interest rate applicable to your Facility may rise. If this happens the cost of servicing your GEI Facility will increase and there will be a greater risk that your interest costs may exceed your returns.</li> <li>▪ <b>Liquidity risk:</b> There is a risk that your ability to close out your GEI Facility early or to sell your GEI Securities may be limited due to a lack of liquidity for your GEI Securities. Depending on the circumstances, this may result in all or part of your loan being unwound early or your loan term being extended. In this case you will be required to continue to pay interest.</li> </ul> <p>Your investment is subject to additional risks also outlined in section 5. Accordingly, before deciding to invest using GEI, you should consider carefully the risks that may affect the financial performance of your investment.</p>	<p><i>Section 5</i></p>

## 1.0 WHAT IS BELL GEARED EQUITIES INVESTMENT?

Topic	Features	Additional Information
<b>Fees and expenses</b>	<p>You will be required to pay various fees and expenses to Bell Potter Capital when you invest using a GEI Facility. The main fees and expenses are:</p> <ul style="list-style-type: none"><li>▪ <b>Interest payments:</b> Payable on your Loan Amount throughout the term. For details on how interest is calculated please refer to section 3 – ‘Loan and interest details’.</li><li>▪ <b>Brokerage fees:</b> Payable whenever you acquire or dispose of GEI Securities. Brokerage fees are normally charged at a rate of 0.55 per cent of the transaction value (inclusive of GST).</li><li>▪ <b>Loan Establishment Fee:</b> Up to 3 per cent payable on your Loan Amount as an upfront amount on each day of making a Drawing.</li></ul> <p>Other fees and expenses may apply to your GEI Facility; please refer to section 8 – ‘Fees and expenses’.</p>	Section 8
<b>Contact details</b>	<p>For more information please contact your financial adviser or contact your Account Manager on:</p> <p>Phone: 1800 787 233 Email: <a href="mailto:GEI@bellpottercapital.com.au">GEI@bellpottercapital.com.au</a> Website: <a href="http://www.bellpottercapital.com.au">www.bellpottercapital.com.au</a></p>	

## 2.0 Investment options

To apply for a GEI Facility you must submit an Application for Finance form. Please refer to section 13 – ‘How to apply’ for more information.

If your loan is approved, you will need to select the GEI Securities for your portfolio.

### 2.1 Selecting your GEI Securities

The proceeds from your Loan Amount may be invested in any of the GEI Securities included on the Investment Menu. The Investment Menu contains over 50 different securities including ASX listed securities and certain registered MISs.

The Investment Menu can be obtained or downloaded from our website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or by contacting your Account Manager on 1800 787 233.

You are responsible for choosing the GEI Securities that you acquire. As such, the performance of any GEI Securities held in your portfolio will depend mainly on the investment decisions made by you.

Bell Potter Capital does not make any representations regarding the securities included on the Investment Menu, their suitability or their performance nor is Bell Potter Capital or any third party providing financial advice by including any securities on the Investment Menu. Investors should obtain their own financial advice as to the suitability of the securities included on the Investment Menu for their financial objectives, situations and needs.

### 2.2 Acquiring your GEI Securities

Once your loan is approved, you must complete and submit the Securities Selection Form indicating which GEI Securities you would like to include in your portfolio. The Securities Selection Form will be provided to you following your loan approval or may be downloaded from the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

Under the Loan and Security Agreement, Bell Potter Capital may unwind your Facility early if you do not submit a

Securities Selection Form within 30 days of your loan being approved.

### 2.2.1 Investing in ASX listed securities

Bell Potter Securities will be appointed as your Trading Participant for your GEI Facility. We will arrange for Bell Potter Securities to execute your buy and sell orders on the ASX for any ASX listed GEI Securities included your portfolio.

BPC Securities will be appointed as your Sponsor for your GEI Facility. BPC Securities will provide transfer and settlement services in relation to ASX market orders and register your ASX listed GEI Securities on CHESS in your name.

If your Securities Selection Form is received by Bell Potter Capital by 12.00pm on a Business Day, your ASX listed securities will generally be acquired at the market close price for that security on the day we receive your Securities Selection Form. If your Securities Selection Form is received by Bell Potter Capital after 12.00pm, your ASX listed securities will generally be acquired at the market close price for that security on the following Business Day. We are unable to accept buy or sell orders at a specific price or within a specific limit. Please note, in some circumstances, your ASX listed securities may not be purchased at the relevant market closing price, for example where market volumes prevent Bell Potter Securities from purchasing your securities, and neither Bell Potter Capital nor Bell Potter Securities are liable to you for any losses you may incur in these circumstances.

You should read clauses 11, 12 and 13 of the Loan and Security Agreement and section 16 – ‘CHESS Explanation’ to understand the role of the Trading Participant and the Sponsor and the terms and risks associated with trading ASX listed securities. In some circumstances Bell Potter Capital may, at its discretion, appoint another Trading Participant or Sponsor.

### 2.2.2 Investing in Managed Investment Schemes

If you elect to include any MISs in your portfolio we will submit an application to the responsible entity of that scheme on your behalf. The investment in each MIS will be held in your name. Please note that you may choose to invest up to 50 per cent of your approved Loan Amount into MISs<sup>1</sup>.

Please note that the application price for your investment will be determined by that responsible entity, and this price may depend on the day they accept or process the application. Bell Potter Capital is not responsible for any delays in your application being accepted by the responsible entity of the MIS or the application price you are required to pay.

A link to the product disclosure statement for each MIS on the Investment Menu will be available on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or alternatively contact your Account Manager on 1800 787 233 to obtain a copy. Please ensure that you have read the relevant product disclosure statement prior to making an investment decision to invest in an MIS.

### 2.2.3 Delays in receipt of your Securities Selection Form

Bell Potter Capital may unwind your Facility early if you do not submit a Securities Selection Form within 30 days of your loan being approved, however if you have:

- had your loan approved in June
- elected to prepay interest in advance for the first year, and
- not submitted your Securities Selection Form in sufficient time for your GEI Securities to be acquired before the end of June,

then your loan will be drawn down and the proceeds will be invested in an approved Investment Trust at that time. The loan proceeds will remain there until you submit your Securities Selection Form or until your GEI Securities are able to be acquired. The Investment Trust product disclosure statement

<sup>1</sup> Bell Potter Capital may, in its absolute discretion, change this maximum allocation and will notify investors of such a change on the GEI website at [www.bellpotter.com.au](http://www.bellpotter.com.au).

## 2.0 INVESTMENT OPTIONS

will be made available on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or alternatively contact your Account Manager on 1800 787 233 to obtain a copy. If we still have not received your completed Securities Selection Form 30 days after the loan proceeds are drawn down and invested in the Investment Trust we may unwind your GEI Facility. Please see section 3.4.5 – 'Prepaying your Interest' for further information.

### 2.3 Rolling an existing security holding into GEI

If you already own securities which are included on the Investment Menu, you can roll those securities into a GEI Facility. Whilst you will retain ownership of the GEI Securities, Bell Potter Capital will have a Mortgage over those securities for the term of the loan and will give you the value for each GEI Security in cash on the day your loan is drawn down (which will be your Loan Amount under the Facility), less any interest you elect to pay in advance and any costs associated with establishing your Facility, for you to use for investment purposes.

Standard Loan Amount size criteria will apply and this arrangement is subject to approval by Bell Potter Capital.

### 2.4 Security over your GEI Securities

Under the terms of your loan, you will grant a Mortgage in favour of Bell Potter Capital over your GEI portfolio (including any bonus shares or units, special Distributions, or other entitlements acquired during the life of your GEI Facility) which secures your obligations under your loan.

Consequently you will be unable to sell, or otherwise dispose of, or create a Security Interest over (other than in accordance with the Loan and Security Agreement) any of your GEI Securities without Bell Potter Capital's prior consent.

The Mortgage entitles Bell Potter Capital to transfer the GEI Securities into its name or the name of a nominee and, after the occurrence of an Event of Default, into the name of any purchaser.

## 2.5 Dividend or other reinvestment schemes

### 2.5.1 ASX listed securities

Where you own a GEI Security that is an ASX listed security, you will benefit from any Distributions paid and any associated franking credits (provided you meet certain requirements – please refer to section 10 – 'Tax summary'). Please note that Bell Potter Capital may transfer your ASX listed securities into the name of a nominee, on your behalf, and apply any special Distributions and returns of capital to purchase additional securities or repayment of your loan obligations. Please see section 11 – 'Corporate actions' for further details.

You may also have the option of participating in a dividend reinvestment plan in relation to any ordinary Distributions. Where you choose to take up this option and where securities are issued in lieu of a cash Distribution amount, Bell Potter Capital will not include these additional securities within the secured property under the Mortgage. Thus, Bell Potter Capital will have no recourse to these additional securities, and will not be able to dispose of them to satisfy your obligation under the loan.

### 2.5.2 Managed Investment Schemes

Where you own a GEI Security that is an MIS, you may benefit from any Distributions paid and any associated franking credits (provided you meet certain requirements – please refer to section 10 – 'Tax summary'). However Bell Potter Capital may require that all your Distributions are reinvested back into the same MIS. The additional securities that you will receive (referred to as Further Securities) will then become subject to the Mortgage. Therefore, it is possible that you may not receive any cash Distributions throughout the term (if any) and where your Initial Securities have decreased in value, you may not be entitled to retain any of the Further Securities acquired using your Distributions.

In addition, if any amount is withheld from your Distributions (for example, where you do not quote your Tax File Number or a valid exemption, please refer to section 10 – 'Tax summary' for more information),

then Bell Potter Capital will require you to contribute funds equal to the amount withheld to apply towards the acquisition of Further Securities.

For information on which MISs require reinvestment of Distributions please refer to the current Investment Menu available from our website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au). Where reinvestment is required Bell Potter Capital will arrange for this when we submit your MIS investment application on your behalf.

## 3.0 Loan and interest details

The loan offered under your GEI Facility is a limited recourse loan. This means that if you do not repay your Loan Amount at maturity from your own funds, then under the limited recourse feature of the GEI Facility, Bell Potter Capital's recourse in recovering the principal of your Loan Amount is limited to your GEI Securities and their disposal proceeds.

Where any of your GEI Securities have fallen below their GEI Security Loan Amount, Bell Potter Capital may not take any action against you to recover that part of the Loan Amount that relates to those GEI Securities beyond enforcing its Mortgage over those GEI Securities and retaining the proceeds from their disposal. Bell Potter Capital may, however, take action against you to recover any unpaid interest, fees and other moneys that you may owe to Bell Potter Capital under your Facility.

Assuming you have paid all interest, fees and other costs, if any GEI Securities in your portfolio have increased above their GEI Security Loan Amount, you may choose to:

- repay your GEI Security Loan Amount from your own resources and keep your GEI Securities
- dispose of some of your GEI Securities, repay your GEI Security Loan Amount and keep any remaining GEI Securities
- dispose of your GEI Securities, repay your GEI Security Loan Amount and receive any gains as cash, or
- roll over your GEI Securities to a new GEI Facility for another term.

Please see section 6 – 'What happens at the end of my GEI Facility' for further details.

If you exit your GEI Facility prior to maturity, you will still receive the benefit of the limited recourse protection.

However, break costs, interest charges, fees and any other costs will be payable by you. Break costs may be significant. Please see section 7 – 'Early unwind of my GEI Facility' for further details.

### 3.1 Loan term

In your Application for Finance form you can choose a loan term of 1, 2, 3, or 4 years or any other term agreed with Bell Potter Capital

Your loan will be drawn down on the day that we fund the acquisition of your GEI Securities, and your loan term will commence on that day. Depending on the date on which your GEI Securities are acquired, your actual loan term may be up to one calendar month longer than the loan term that you applied for. This is due to the type of rangements Bell Potter Capital must enter into in order to provide you with the limited recourse feature of the loan.

Where this Final Maturity Date falls outside your fixed rate Interest Period you will be required to pay additional interest on a monthly in arrears, variable basis.

You will be notified of the Final Maturity Date for your GEI Facility in your GEI Cashflow Analysis, which we will send to you once your Securities Selection Form has been submitted and your GEI Securities have been acquired.

### 3.2 Loan sizes

The minimum Loan Amount for a GEI Facility is \$50,000.

The minimum size for each parcel of GEI Securities is \$10,000.

If you wish to purchase your GEI Securities at different stages, you are able to draw down your Facility in a maximum of two Drawings. However, under this arrangement the minimum initial Drawing is \$50,000, and the subsequent Drawing must also be for a minimum of \$50,000 (with each Drawing used to fund the acquisition of your GEI Securities). Bell Potter Capital may choose to waive the above requirement at its discretion. Please note that different Drawings may have different Final Maturity Dates and different interest rates.

### 3.3 Interest Payment method

You will be required to pay interest on your GEI Facility. There is no guarantee that you will receive any Distributions from your underlying GEI Securities or if you do, that they will be sufficient to cover your interest obligations.

You may choose one of the following interest payment options:

Interest rate type	Payable
Variable <sup>#</sup>	Monthly in arrears
Fixed for one year <sup>#</sup>	Annually in advance
Fixed for term <sup>#</sup>	Annually in advance

<sup>#</sup>Please note if you do not specifically elect one of these 3 options, your Interest Rate will default to variable. Interest is paid via automatic direct debit from your nominated bank account.

#### 3.3.1 Variable interest

Where you have elected to pay your interest at a variable interest rate, interest on your Loan Amount will be calculated on each day of the month, payable in arrears on the last day of the month, and will be deducted from your nominated bank account.

#### 3.3.2 Interest fixed for one year

Where you have elected to fix your interest rate for one year, interest on your Loan Amount will be payable annually in advance at a fixed rate on the first day of your Interest Period, provided this day is a Business Day.<sup>2</sup>

Where you drawdown your loan in the period from 26 June to 30 June and you have elected to fix your interest rate, your first fixed rate period will end on and include 24 June in the following year.

<sup>2</sup> If the first day of your fixed rate Interest Period is a non-Business Day your interest will be payable day on the next Business Day, unless the first day of your fixed rate Interest Period is a day in June and the next Business Day is a day in July, in which case the interest will be payable on the Business Day immediately preceding the first day of your fixed rate Interest Period.

## 3.0 LOAN AND INTEREST DETAILS

Prior to the maturity of your current Interest Period, we will invite you to prepay your interest for your next Interest Period. At this time we will provide you with an indicative fixed interest rate for your next Interest Period.<sup>3</sup>

If your current Interest Period expires and you have not elected to fix your interest for the next Interest Period, your interest will revert to a variable interest rate payable monthly in arrears on the last day of the month. In this case, and where your current Interest Period does not mature on the last day of the month, you may be required to pay additional interest for the period between the maturity date of your current Interest Period and the last day of that month. This additional interest will be payable on the last day of that month and will be deducted from your nominated bank account.

### 3.3.3 Interest fixed for term

Where you have elected to fix the interest rate on your Loan Amount for the term of the loan, interest on your Loan Amount will be payable annually in advance on the first day of your Interest Period, provided this day is a Business Day<sup>4</sup> at the rate confirmed to you in your initial Loan Statement.

## 3.4 Interest rates

The interest rate applicable to your Facility will depend upon the GEI Securities that you select to include in your GEI portfolio, the loan funding costs, the term of your loan and the interest payment option you choose. Depending on the interest payment option you choose, your interest rate may change throughout the term of your loan.

### 3.4.1 Your initial interest rates

Your initial interest rate will not be determined until the day the Facility, or a Drawing, is drawn down to acquire your GEI Securities. This means that you will not know what interest rate for your Facility is until after the GEI Securities have been acquired for you. You may

request from Bell Potter Capital an indicative interest rate quote for your proposed portfolio of GEI Securities prior to submitting your Securities Selection Form. Please note that these rates will be indicative only and may change from the time an indicative rate is provided and when your GEI Securities are purchased.

The initial interest rate applicable to your Facility, or to a Drawing, will be confirmed to you in your Loan Statement (or in the accompanying GEI Cashflow Analysis), which we will send you once your GEI Securities have been acquired.

### 3.4.2 Your interest rate throughout the term

Throughout the term of the loan your interest rate for each Drawing will be equal to the applicable GEI Reference Rate plus your Facility Margin.

Bell Potter Capital will publish GEI Reference Rates for variable, fixed for one year and fixed for term interest payment options on the Investment Menu each day on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au). GEI Reference Rates will generally change with movements in Bell Potter Capital's cost of funding. The GEI Reference Rates on a given day will be the same for all GEI Securities.

You will be notified of changes to your interest rate either in writing (including electronically) or via an update to our website (including BPC Online) on or before the changes take effect.

Your interest rate for the period from loan draw down until your first Interest Reset Date will be sum of the GEI Reference Rate published on the date of draw down (for your interest payment option) plus your Facility Margin.

On each Interest Reset Date the interest rate shall be reset to be the sum of the GEI Reference Rate published on the Interest Reset Date<sup>5</sup> (for your interest payment option) plus your Facility Margin.

If you choose:

- a variable interest rate paid monthly in arrears, every day is an Interest Reset Date so the interest rate for your Facility can change daily to reflect the movements in the GEI Reference Rate,
- a fixed for one year interest rate, the day after the end of your fixed rate Interest Period is an Interest Reset Date and the interest rate for your Facility can change on that date to reflect the movement in the GEI Reference Rate, or
- a fixed for term interest rate, your interest rate will be based on the applicable GEI Reference Rate on the date of your Drawing and will not change throughout the term of your Facility.

Your Facility Margin is specific to your GEI Facility, and is fixed for the term except in some limited circumstances. Your Facility Margin is the difference between your initial interest rate, confirmed to you in your Loan Statement (or in the accompanying GEI Cashflow Analysis), and the applicable GEI Reference Rate on the date of draw down.

For example, if you have elected to pay interest annually in advance, fixed for one year, and on your initial draw down date:

- the initial interest rate for your Facility is 13.5 per cent, and
- the GEI Reference Rate applicable to annually in advance, fixed for one year loans is 10.5 per cent,

your Facility Margin will be set as 3 per cent. Now assume that on the next Interest Reset Date the applicable GEI Reference Rate has increased from 10.5 per cent to 11.5 per cent.

Accordingly the interest rate for your Facility will increase on that Interest Reset Date from 13.5 per cent to 14.5 per cent which is equal to the GEI Reference Rate on your Interest Reset Date of 11.5 per cent plus your set Facility Margin of 3 per cent.

<sup>3</sup> The actual interest rate will be determined by Bell Potter Capital on the interest payment date and will be confirmed to you in your Loan Statement, and will be determined in accordance with section 3.4 'Interest Rates'.

<sup>4</sup> If the first day of your fixed rate Interest Period is a non-Business Day your interest will be payable on the next Business Day, unless the first day of your fixed rate Interest Period is a day in June and the next Business Day is a day in July, in which case the interest will be payable on the Business Day immediately preceding the first day of your fixed rate Interest Period.

<sup>5</sup> If the Interest Reset Date is a non-Business Day, it will be the GEI Reference Rate published on the next Business Day, unless the Interest Reset Date is a date in June and the next Business Day is a day in July in which case the interest rate will be the sum of your Facility Margin and the GEI Reference Rate published on the Business Day immediately preceding the Interest Reset Date.

## 3.0 LOAN AND INTEREST DETAILS

### 3.4.3 Factors affecting the Facility Margin when you draw down your loan

Your Facility Margin will vary depending on the GEI Securities you select for your portfolio and your loan term. The table below shows some of the factors which may affect your Facility Margin and how changes in those factors (assuming all other variables are constant) may affect your Facility Margin.

Variable	Change in variable	Effect on Facility Margin
Expected Volatility of the GEI Security or Securities	▲	▲
Term of the loan	▲	▼
Expected Distribution Yield of the GEI Security or Securities	▲	▲

You should be aware that:

1. other factors including current and forecasted economic conditions (e.g. inflation) may affect your Facility Margin, and
2. there may be simultaneous moves in two or more variables listed above. It is likely that these variables will move independently and concurrently and a change that might otherwise be caused by the movement in one variable could be partially or entirely offset by the movement in another variable. In addition, movements in some variables may, depending on the circumstances, have a greater effect than movements in other variables.

### 3.4.4 When your Facility Margin can change during the term

Your Facility Margin is fixed for the term of your Facility and will not change except in the following limited circumstances:

- where Bell Potter Capital offers an interest rate discount for a specified period (and when that discount period ends)

- where you are temporarily invested in an Investment Trust (please refer to section 3.5 – ‘Prepaying your interest’ for further details), and
- where part of your Loan Amount is repaid early during the term (please refer to section 7 – ‘Early unwind of my GEI Facility’ for more details).

You can download the current published list of indicative interest rates from the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au). You may also call your Account Manager at Bell Potter Capital on 1800 787 233 to receive a hard copy free of charge or to request an indicative interest rate quote.

In the event that you fail to pay any interest payment when due, you may be obliged, under the terms of the Loan and Security Agreement, to pay a higher rate of interest on the outstanding amounts until such time as all outstanding amounts are paid (please refer to clause 17 of the Loan and Security Agreement for more details).

### 3.4.5 Prepaying your interest

As your interest rate will not be determined until your GEI Securities have been purchased, where you elect to prepay your interest prior to submitting your Securities Selection Form, based on an indicative interest rate, you may be required to pay additional interest, or be entitled to a refund of interest, once your GEI Securities have been purchased and your actual interest rate has been confirmed.

If you choose to prepay your interest and we do not receive your completed Securities Selection Form in sufficient time to acquire your GEI Securities by the end of the applicable financial year (that is, by June 30) then your approved Loan Amount will be invested on your behalf in an approved Investment Trust. The Investment Trust product disclosure statement will be made available on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or alternatively contact your Account Manager on 1800 787 233 to obtain a copy. Please ensure that you have read the Investment Trust product disclosure statement before you submit your Application for Finance form.

You should be aware that in these circumstances the interest you pay on

your GEI Facility will almost certainly be more than the income you will earn for the period up until you invest in your GEI Securities.

If we still have not received your completed Securities Selection Form 30 days after the loan is drawn down we may unwind your GEI Facility early. If your GEI Facility is unwound, we will redeem your Investment Trust funds (if any) and repay your Loan Amount early. There may be significant break costs associated with the early repayment of your Loan Amount. In addition, where fees and costs have been charged, these fees and costs will not be refunded. Please refer to section 8 – ‘Fees and expenses’ for further information regarding fees and costs.

### 3.5 Loan Establishment Fee

We will charge a Loan Establishment Fee of up to 3 per cent each time you drawdown a Loan. The Loan Establishment Fee will be debited from your nominated bank account in addition to any interest payable (if applicable).

The Loan Establishment Fee will not be refundable if you elect to unwind your GEI facility or any Loan thereunder early.



## 4.0 Examples of investing through a GEI Facility

The following examples are hypothetical and are provided for information purposes only. They have been included to assist investors in understanding the operation of GEI and contain many assumptions. They do not represent the actual or projected costs or profits of investing through a GEI Facility nor do they take into account the time value of money or any tax implications (other than franking credits potentially available to you).

### 4.1 What return will I receive at maturity?

At maturity you will benefit from any GEI Securities in your portfolio that are worth more than their GEI Security Loan Amount (that is, the Loan Amount referable to a particular GEI Security). This will be the case whether you repay the GEI Security Loan Amount and retain the GEI Securities, or whether your GEI Securities are disposed of at maturity.

Where your GEI Securities have decreased in value, Bell Potter Capital will exercise its rights as mortgagee and dispose of those GEI Securities to fully satisfy your obligations for the portion of your Loan Amount that is referable to those GEI Securities.

As the following hypothetical examples are intended to show the impact of differing performance of GEI Securities over the term of the loan on the return at maturity, the examples do not take into account any exposure to the hypothetical portfolios that would occur where you elect to repay the loan and retain your GEI Securities after maturity. The following three examples assume the following:

At the start of the loan term:

- you apply, and are approved for, a \$100,000 Loan Amount
- you choose to invest your loan proceeds equally across four GEI Securities<sup>6</sup>
- you pay a Loan Establishment Fee of 3 per cent of the Loan Amount, payable as one upfront amount on the day of you making a Drawing

- you pay a 0.55 per cent brokerage fee on the purchase value of your GEI Securities (inclusive of GST)<sup>7</sup>
- the term of your GEI Facility is 4 years
- you have elected to fix your interest rate for the term of the loan at 11.5 per cent per annum.

Throughout the term:

- the selected GEI Securities aggregate to yield a Distribution of \$4,000 per annum fully franked, and you are eligible to claim franking credits
- the company tax rate is 30 percent.

At maturity:

- you decide:
  - to repay the loan on only the GEI Securities that have increased in value, and
  - for GEI Securities that have decreased in value you take no action, meaning Bell Potter Capital will exercise its rights as mortgagee and dispose of your GEI Securities at maturity to satisfy your obligations under your loan, and
- you have no outstanding interest or fee payment obligations under your Facility.

For ease of illustration, the number of GEI Securities purchased is displayed rounded to the nearest whole number, and all dollar amounts are displayed rounded to the nearest dollar.

In each of the following examples, regardless of the performance of your GEI Securities, each year throughout the term of your GEI Facility you will pay \$11,500 in interest costs, receive \$4,000 in Distributions, and benefit from \$1,714 in franking credits. You will also need to have paid a Loan Establishment Fee of \$3,000 on the day of you making a Drawing for your \$100,000 loan.

<sup>6</sup> For simplicity of calculation, it is assumed that a fractional amount of shares can be purchased.

<sup>7</sup> The brokerage fee of 0.55 per cent (including GST) is funded from your Loan Amount. This means you will be able to invest \$99,453 into GEI Securities and will pay \$547 in brokerage fees.

## 4.0 EXAMPLES OF INVESTING THROUGH A GEI FACILITY

### Example 1 – All of your chosen GEI Securities have increased in value

As can be seen in the table below, all of the GEI Securities in your portfolio have increased in value over the term of your investment. If you do not repay the loan at maturity, Bell Potter Capital will dispose of all your GEI Securities and pay you the disposal proceeds less the brokerage fee and the total Loan Amount of \$100,000.

Example 1	Security A	Security B	Security C	Security D	Total
Initial purchase price per GEI Security	\$10	\$10	\$10	\$10	
Number of GEI Securities purchased	2,486	2,486	2,486	2,486	
Initial value of GEI Securities	\$24,863	\$24,863	\$24,863	\$24,863	\$99,453
0.55% (including GST) brokerage on purchase	\$137	\$137	\$137	\$137	\$547
GEI Security Loan Amount	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Price at maturity per GEI Security	\$32	\$14	\$18	\$17	
Value of GEI Securities at maturity	\$79,562	\$34,809	\$44,754	\$42,268	\$201,392
0.55% (including GST) brokerage on disposal <sup>^</sup>	\$438	\$191	\$246	\$232	\$1,108
Disposal receipts without GEI protection <sup>*</sup>	\$54,125	\$9,617	\$19,508	\$17,035	\$100,285
Disposal receipts with GEI protection <sup>*</sup>	\$54,125	\$9,617	\$19,508	\$17,035	\$100,285

<sup>^</sup> No disposal brokerage is charged on GEI Securities that fall in value below their GEI Security Loan Amount.

<sup>\*</sup> This does not take into account any costs, including any interest payments or tax obligations, associated with your investment or the time value of money.

If you repay the Loan Amount for all GEI Securities:

- you will need to repay \$100,000 in loan principal, and you will retain ownership of your entire GEI portfolio with a value of \$201,392 at maturity.

If you request the disposal of your GEI Securities:

- you will receive the proceeds from the disposal of these GEI Securities of \$201,392, less \$100,000 loan principal and \$1,108 in brokerage fees. In this example, you will receive \$100,285 in cash.

## 4.0 EXAMPLES OF INVESTING THROUGH A GEI FACILITY

### Example 2 – Some of your chosen GEI Securities increase in value

At the maturity of your Facility, where you do not repay the loan, Bell Potter Capital may exercise its rights under the Mortgage and dispose of your GEI Securities. As the limited recourse protection operates separately in respect of each GEI Security, Bell Potter Capital will not offset the losses from one GEI Security in your portfolio against the gains referable to another GEI Security in your portfolio.

As can be seen in the table below, in this example Securities B and D have fallen in value over the term of your investment. However you will not be required to pay the shortfall between your Loan Amount referable to those GEI Securities and their disposal proceeds at maturity, nor will the gains made over the term of your investment on the remaining GEI Securities in the portfolio be used to pay this shortfall at maturity. As can be seen in the table below, Securities A and C have increased in value over the term of your investment.

Example 2	Security A	Security B	Security C	Security D	Total
Initial purchase price per GEI Security	\$10	\$10	\$10	\$10	
Number of GEI Securities purchased	2,486	2,486	2,486	2,486	
Initial value of GEI Securities	\$24,863	\$24,863	\$24,863	\$24,863	\$99,453
0.55% (including GST) brokerage on purchase	\$137	\$137	\$137	\$137	\$547
GEI Security Loan Amount	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Price at maturity per GEI Security	\$27	\$5	\$15	\$6	
Value of GEI Securities at maturity	\$67,131	\$12,432	\$37,295	\$14,918	\$131,775
0.55% (including GST) brokerage on disposal <sup>^</sup>	\$369	\$68	\$205	\$82	\$725
Disposal receipts without GEI protection <sup>*</sup>	\$41,762	-\$12,637	\$12,090	-\$10,164	\$31,050
Disposal receipts with GEI protection <sup>*</sup>	\$41,762	\$0	\$12,090	\$0	\$53,851

<sup>^</sup> No disposal brokerage is charged on GEI Securities that fall in value below their GEI Security Loan Amount.

<sup>\*</sup> This does not take into account any costs, including any interest payments or tax obligations, associated with your investment or the time value of money.

If you repay the GEI Security Loan Amount on Securities A and C:

- you will need to repay \$50,000 in loan principal, and you will retain ownership of your holdings of Securities A and C with a value of \$104,426 at maturity.

If you request the disposal of your GEI Securities:

- you will receive \$104,426 in proceeds from the disposal of Securities A and C, less \$50,000 loan principal and \$574 in brokerage fees. In this example, you will receive \$53,851 in cash.

## 4.0 EXAMPLES OF INVESTING THROUGH A GEI FACILITY

### Example 3 – All of your chosen GEI Securities have decreased in value

Under the limited recourse provisions of your GEI Facility, Bell Potter Capital is only able to use the value realised in disposing of your GEI Securities to repay your Loan Amount at maturity. As can be seen in the table below, all of the GEI Securities in your portfolio have decreased in value over the term of your investment.

Example 3	Security A	Security B	Security C	Security D	Total
Initial purchase price per GEI Security	\$10	\$10	\$10	\$10	
Number of GEI Securities purchased	2,486	2,486	2,486	2,486	
Initial value of GEI Securities	\$24,863	\$24,863	\$24,863	\$24,863	\$99,453
0.55% (including GST) brokerage on purchase	\$137	\$137	\$137	\$137	\$547
GEI Security Loan Amount	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Price at maturity per GEI Security	\$2	\$4	\$8	\$7	
Value of GEI Securities at maturity	\$4,973	\$9,945	\$19,891	\$17,404	\$52,213
0.55% (including GST) brokerage on disposal <sup>^</sup>	\$27	\$55	\$109	\$96	\$287
Disposal receipts without GEI protection <sup>*</sup>	-\$20,055	-\$15,109	-\$5,219	-\$7,691	-\$48,074
Disposal receipts with GEI protection <sup>*</sup>	\$0	\$0	\$0	\$0	\$0

<sup>^</sup> No disposal brokerage is charged on GEI Securities that fall in value below their GEI Security Loan Amount.

<sup>\*</sup> This does not take into account any costs, including any interest payments or tax obligations, associated with your investment or the time value of money.

As a result, you will not receive any payment at maturity but you will not be required to pay the shortfall between your Loan Amount and the disposal proceeds of your GEI Securities.

### 4.2 Recovery of interest costs and applicable fees

Borrowing to invest in your selected GEI Securities represents a geared exposure to those securities. The level of positive performance required before you begin to make a positive return on your investment is therefore greater than that required from an ungeared exposure.

If the value of your investment in your selected GEI Securities, including any Distributions paid throughout the term of the loan and franking credits, if applicable, does not increase by an amount sufficient to recover your interest and other costs then you will have lost money on your investment over this period. This does not take into account the time value of money.

## 5.0 Risks

The risks set out below should be considered before you make any decision in relation to borrowing under a GEI Facility and making an investment in GEI Securities. However this outline is not a comprehensive summary of all of the risks or other relevant considerations relating to GEI. In particular, if you are considering an investment in an MIS, please ensure that you download and read the product disclosure statement for the MIS which is available at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au), or alternatively contact your Account Manager on 1800 787 233 to obtain a copy.

Please seek professional legal, taxation and financial advice to determine whether the GEI Facility is appropriate for you. You should consider the particular risks listed below and any other risks that are relevant to your individual circumstances and financial position.

### 5.1 Performance risk

The value of the GEI Securities you choose may go down by a material amount, even over a short period of time, due to factors including, but not limited to, economic conditions, industry factors, adverse investor sentiment, management performance and financial leverage.

### 5.2 Borrowing to invest

By using a GEI Facility to invest in your chosen GEI Securities, your investment is leveraged. Leverage will magnify gains and losses on your investment compared to an unleveraged direct holding in an ASX listed security or a registered MIS. You should not invest using a GEI Facility unless you are comfortable with the risks of investing using leverage.

### 5.3 Breakeven risk

There is a material risk that you will lose money on your GEI Facility. That is, the total value of your returns at maturity (if any) and Distributions from your GEI Securities (if any) throughout the term of your loan could be less than your total interest payments and other costs (including break costs).

You should be aware that there is no assurance as to the level of Distributions (if any) payable to you from the GEI

Securities in which you invest using a GEI Facility or that the Distributions (if any) will be sufficient or paid at a time suitable to help you meet your interest or other payment obligations under the loan. Further, Bell Potter Capital may require that any Distributions are reinvested into Further Securities, which means that you will not receive any cash Distributions throughout the term. It is important that you have set aside independent resources which will enable you to pay any tax in respect of this income and interest and other costs payable under the loan from time to time. In addition, you should take into account the effect of the time value of money.

### What is the time value of money?

This is the idea that money available at the present time is worth more than the same amount in the future, due to its potential earning capacity. For example, assuming a 5 per cent interest rate, \$100 invested today will be worth \$105 in one year (\$100 multiplied by 1.05). Conversely, \$100 received one year from now is only worth \$95.24 today (\$100 divided by 1.05), assuming a 5 per cent interest rate.

### 5.4 Early unwind risk

Under the Loan and Security Agreement Bell Potter Capital has the power to unwind any loan or declare it to be immediately due and payable in certain circumstances, including, for example, where you fail to pay any amount due under the Facility or where your GEI Securities become subject to a takeover offer. Also, you may choose to unwind your GEI Facility early. In either case, you will still receive the benefit of the limited recourse nature of your loan. However you will need to pay any break costs, interest charges, fees and other costs that may apply. You should note that break costs associated with early unwind of your Facility may be significant. Please see section 7 – 'Early unwind of my GEI Facility' for further details.

### 5.5 Interest rate risk

Fluctuations in interest rates can increase the cost of servicing your GEI Facility. If you have not fixed your interest rate for the loan term, there is a risk

that the interest rate applicable to your Facility may increase during the term.

If this happens the cost of servicing your GEI Facility will also increase and there would be a greater risk that your interest costs may exceed your returns.

Conversely, if you do elect to fix your interest rate, fluctuations in interest rates may also result in variable interest rates being lower than the fixed interest rate that you have selected.

### 5.6 Liquidity risk

There is a risk that your ability to close out your GEI Facility early or to sell your GEI Securities may be limited as a result of a lack of liquidity in the market for your GEI Securities.

From time to time securities listed on the ASX may be suspended or delisted from trading. If you have elected to invest in an MIS, there are circumstances in which the responsible entity for the MIS may suspend redemptions from the MIS. If any of these events occur, the market for those securities will be, or may become illiquid and may prevent Bell Potter Capital from unwinding your position in that security. In such circumstances or where in the reasonable opinion of Bell Potter Capital such circumstances are likely to occur, this will be an Event of Default and we may, but are not obliged to:

- require you to repay the Loan Amount together with accrued interest and other moneys due, including any associated break costs, and
- exercise our rights under the Mortgage and dispose of your GEI Securities.

Where Bell Potter Capital is unable to arrange the disposal of some or all of your GEI Securities at maturity, Bell Potter Capital may extend the Final Maturity Date for the portion of the Loan Amount to which those GEI Securities relate. The Final Maturity Date may be extended until those GEI Securities can be disposed of and their proceeds realised, and you will be required to continue to pay interest until that time.

## 5.0 RISKS

### 5.7 Counterparty risk

The value of your GEI Facility depends on, among other things, the ability of Bell Potter Capital to fulfil its obligations in relation to the GEI Facility. You must make your own assessment of the ability of Bell Potter Capital to meet its obligations.

Bell Potter Capital's obligations in respect of your GEI Facility are unsecured contractual obligations which rank equally with its other unsecured contractual obligations and debt except those mandatorily preferred by law. Failure by Bell Potter Capital to comply with these obligations may result in your investment being worth less than it may otherwise have been. You should make your own assessment of Bell Potter Capital's creditworthiness and the ability of Bell Potter Capital to meet its obligations under a GEI Facility. Information concerning the financial performance of Bell Potter Capital is available from our website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

### 5.8 Your investment decisions

Bell Potter Capital does not recommend, or guarantee the performance of, any security included on the Investment Menu. You are responsible for selecting the GEI Securities that you invest in. The value of, and returns (if any) from your investment in GEI Securities will depend on your own investment decisions.

### 5.9 Diversification risk

Diversification of an investment portfolio can be used as part of your overall risk management to limit your exposure to failure or underperformance of any one investment. As the number of GEI Securities in your GEI portfolio is limited, this limits the level of diversification of your portfolio and the risks associated with your portfolio may therefore be increased.

### 5.10 Disposal risk

Where you instruct Bell Potter Capital to dispose of, or Bell Potter Capital is required to dispose of, some or all of your GEI Securities, subject to Bell Potter Capital's obligations to sell at Market Value, Bell Potter Capital is not obliged to arrange the disposal of the GEI Securities at a particular value or time, and will determine, at its discretion, which GEI

Securities are disposed of and at which time they are disposed of. This may occur prior to maturity or at maturity. Market movements will affect the value at which GEI Securities are disposed.

### 5.11 Corporate action risk

Where a corporate action occurs with respect to any GEI Securities within your GEI portfolio, you may be required to provide additional funds to protect Bell Potter Capital's security position. Please see section 11 – 'Corporate actions' for further details.

### 5.12 Taxation risk

Taxation issues are complex and taxation laws, their interpretation and associated administrative practices may change over the term of your loan.

Please ensure that you read section 10 – 'Tax summary'. As the taxation implications for each potential investor may be different, Bell Potter Capital recommends you consult your tax adviser before deciding whether to invest.

### 5.13 Change of law risk

Changes in law or their interpretation, including taxation and corporation regulatory laws, practice and policy could have a negative impact on the returns to investors.

## 6.0 What happens at the end of my GEI Facility?

### 6.1 Alternatives at maturity

Prior to the maturity of your GEI Facility, Bell Potter Capital will write to you setting out the options that are available to you on maturity. You will be asked to confirm your election in writing at least five Business Days prior to your Final Maturity Date.

As each GEI Security is treated individually, Bell Potter Capital will not offset the losses from one GEI Security in your portfolio against the gains referable to another GEI Security in your portfolio when exercising its rights under the Mortgage. The Loan Amount referable to each GEI Security in your portfolio (or GEI Security Loan Amount) will be displayed on your Loan Statements and online via BPC Online.

#### 6.1.1 What happens to my “profitable” GEI Securities at maturity?

Bell Potter Capital may offer you the following options for your “profitable” GEI Securities (ie those GEI Securities that have increased in value to be above their GEI Security Loan Amount). You may choose a single election across all profitable GEI Securities, or different elections for each profitable GEI Security.

- 1. Repay your Loan Amount using your own funds and keep your GEI Securities**
- 2. Dispose of some of your GEI Securities, repay your Loan Amount and keep any remaining GEI Securities**

You may choose to instruct Bell Potter Capital to exercise its rights under the mortgage and dispose of some of your GEI Securities by giving notice at least five Business Days before the Final Maturity Date. Bell Potter Capital will use the proceeds from the disposal of those GEI Securities, less the brokerage fee, to satisfy your obligations under your loan referable to those GEI Securities; then apply the remaining proceeds the loan obligations referable to the GEI Securities that you wish to keep.

In order to receive the proceeds from

the disposal of your GEI Securities in time to repay your Facility on the Final Maturity Date, your GEI Securities may be disposed of up to five Business Days prior to the Final Maturity Date. Your GEI Securities will be disposed of at their Market Value on the date of disposal.

If your GEI Securities are disposed of at any time during this period, you will still be required to pay interest on your Facility until the Final Maturity Date. You should also be aware that you will no longer have any exposure to your GEI Securities from the date that they are disposed of.

- 3. Dispose of all your GEI Securities, repay your Loan Amount and receive any gains as cash**

You may choose to instruct Bell Potter Capital to exercise its rights under the Mortgage and dispose of all of your GEI Securities. Bell Potter Capital will use the proceeds from the disposal of your GEI Securities, less the brokerage fee, to satisfy your obligations under your loan referable to those GEI Securities. You will receive any gains on the disposal of your GEI Securities (less applicable costs and expenses) paid to you in cash.

In order to receive the proceeds from the disposal of your GEI Securities in time to repay your Facility on the Final Maturity Date, your GEI Securities may be disposed of up to five Business Days prior to the Final Maturity Date. Your GEI Securities will be disposed of at their Market Value on the date of disposal.

If your GEI Securities are disposed of at any time during the five Business Days prior to the maturity of your Facility, you will still be required to pay interest on your Facility until the Final Maturity Date. You should also be aware that you will no longer have any exposure to your GEI Securities from the date that they are disposed of.

- 4. Roll over your GEI Securities to a new GEI Facility for another term<sup>8</sup>**

Subject to approval from Bell Potter Capital, you can elect to roll your profitable GEI Securities into a new GEI Facility.

We recommend you seek independent tax advice to understand the potential consequences for your own personal tax circumstances of using this feature.

#### 6.1.2 What happens to my “unprofitable” GEI Securities at maturity?

Unless you have repaid the loan early, Bell Potter Capital will dispose of the “unprofitable” GEI Securities (ie those GEI Securities that are worth less than their GEI Security Loan Amount) on your behalf, to satisfy your obligations under the loan. You will not be required to pay the shortfall between your Loan Amount referable to those GEI Securities and their disposal proceeds, nor will any gains made on the remaining GEI Securities in the portfolio be used to pay the shortfall.

### 6.2 What happens if I do not make an election?

Where we do not receive your written election within five Business Days prior to your Final Maturity Date we will dispose of all of your GEI Securities to satisfy your obligations under your loan and, if you have any “profitable” GEI Securities, we will pay to you in cash the gains on the disposal of those “profitable” GEI Securities (less the brokerage fee, and any other applicable costs and expenses).

In order to receive the proceeds from the disposal of your GEI Securities in time to repay your Facility on the Final Maturity Date, your GEI Securities may be disposed of up to five Business Days prior to the Final Maturity Date. Your GEI Securities will be disposed of at their Market Value on the day that they are disposed of.

If your GEI Securities are disposed of at any time during the five Business Days prior to the maturity of your Facility, you will still be required to pay interest on your Facility until Maturity. You should also be aware that you will no longer have any exposure to your GEI Securities from the date that they are disposed of.

<sup>8</sup> You should seek professional advice about the taxation implications of rolling your GEI Securities into a new GEI Facility.

## 6.0 WHAT HAPPENS AT THE END OF MY GEI FACILITY?

### 6.3 What happens if Bell Potter Capital is unable to dispose of my GEI Securities?

If Bell Potter Capital is unable, after making reasonable endeavours, to arrange the disposal of some or all of your GEI Securities, for example where listed securities have been suspended from trading or where the responsible entity of an MIS has suspended redemptions, we will be unable to unwind the Loan Amount referable to those GEI Securities. If this occurs you may be required to continue to pay interest on the portion of your Facility that we are unable to unwind until such time as we are able to dispose of your GEI Securities and unwind the remainder of the loan. Alternatively, you may choose to repay any remaining Loan Amount with your own funds and retain your GEI Securities.

A GEI Facility is designed to be held until the Final Maturity Date. Where you choose to close part or all of your GEI Facility prior to maturity you will be required to pay break costs. These break costs may be significant and reflect the cost to Bell Potter Capital of unwinding your loan and limited recourse protection. In addition to break costs, you may also be required to pay an Early Repayment Fee, outstanding interest, and additional fees and expenses.

You may be charged the following fees and expenses upon early unwind of your GEI Facility:

- Break costs (please refer to section 7.2 – ‘Break costs’ for additional information on break costs)
- Early Repayment Fee (please refer to section 7.3 – ‘Early Repayment Fee’ for additional information on the Early Repayment Fee)
- Brokerage fee (please refer to section 8 – ‘Fees and expenses’ for additional information on brokerage fees), and
- any outstanding interest due.

Bell Potter Capital may require that a partial unwind involve your entire holding of any investment in a particular GEI Security.

Please note that if you invest in an MIS using your GEI Facility you may have certain cooling off rights under the Corporations Act 2001 (Cth) in relation to the MIS. Please refer to the product disclosure statement for the relevant MIS for more information. However, if you wish to exercise those rights with respect to an MIS which is also a GEI Security, break costs, an Early Repayment Fee, outstanding interest, and additional fees and expenses will still be payable under the terms of your GEI Facility as a result of the early unwind.



## 7.0 Early unwind of my GEI Facility

### 7.1 Options for early unwind of my GEI Facility

If you choose to close all or part of your GEI Facility prior to maturity you may choose one of the following options for each of your GEI Securities:

- repay your Loan Amount, any outstanding interest and any fees applicable to an early unwind (including any applicable break costs and Early Repayment Fee) using your own funds, and keep your GEI Securities
- instruct Bell Potter Capital to exercise its rights under the mortgage, dispose of all of your GEI Securities and use the proceeds from the disposal to pay the brokerage fee, repay the relevant GEI Security Loan Amounts, then pay any outstanding interest and any fees applicable to an early unwind (including any applicable break costs and Early Repayment Fee):
  - where there are proceeds remaining, these will be paid to you, or
  - where there is a shortfall, you will be required to pay any outstanding interest and any fees applicable to your early unwind to us
- any other option that Bell Potter Capital may, in its absolute discretion, offer.

You should be aware that where you instruct Bell Potter Capital to exercise its rights under the mortgage and dispose of all of your GEI Securities, in circumstances where your GEI Securities have increased in value, the proceeds received in excess of the GEI Security Loan Amount will be used to pay any applicable break costs and Early Repayment Fee.

Any break costs and Early Repayment Fee payable on early unwind of your Facility do not fall within the limited recourse provisions of the Facility and accordingly, where the proceeds from the disposal of your GEI Securities are insufficient to pay any applicable break costs and Early Repayment Fee, you will be required to pay these costs from your own funds. Furthermore, the Loan Establishment Fee paid as an upfront amount on each day of

you making a Drawing is not refundable.

Your GEI Securities will be disposed of at the Market Value for those securities on the day that your request to unwind all or part of your GEI Facility is processed. Where Bell Potter Capital receives your early unwind request before 12.00pm on any Business Day, your request will generally be processed on that Business Day. Where your early unwind request is received after 12.00pm, your request will generally be processed on the next Business Day.

Where you have requested that Bell Potter Capital exercises its rights under the Mortgage and disposes of your GEI Securities, your Facility will not be unwound until the proceeds from the disposal of your securities have been received. Your interest payment obligations will continue until your Facility is unwound.

Where Bell Potter Capital is unable to arrange disposal of some or all of your GEI Securities, for example where your GEI Securities are suspended from trading, we will be unable to process your early unwind request. Please refer to section 6.3 'What happens if Bell Potter Capital is unable to dispose of my GEI Securities?' for further information.

### 7.2 Break costs

Where you choose to close your GEI Facility early, you may be required to pay break costs to Bell Potter Capital which reflect the cost of unwinding the loan.

The table below shows some of the factors which may affect the break costs associated with unwinding the limited recourse feature of your loan, and how changes in those factors since your loan was drawn down (assuming all other variables are constant) may affect your break costs.

Variable	Change in variable	Effect on break costs
How much your GEI Securities have moved away from their initial value	▲	▲
A change in expected volatility of the GEI Security or Securities	▲	▼

You should be aware that:

1. other factors including current and forecasted economic conditions (eg inflation) may affect the break costs associated with unwinding your limited recourse protection and therefore of unwinding your loan, and
2. there may be simultaneous moves in two or more variables listed above. It is likely that these variables will move independently and concurrently and a change that might otherwise be caused by the movement in one variable could be partially or entirely offset by the movement in another variable. In addition, movements in some variables may, depending on the circumstances, have a greater affect than movements in other variables.

If the interest rate on your Loan Amount is fixed, the break costs payable to Bell Potter Capital will also reflect the cost to Bell Potter Capital of unwinding your fixed interest rate loan early.

The break costs payable relating to the unwind of your fixed interest rate loan will be calculated based on your Loan Amount (or the portion of which you are unwinding), the number of days remaining between the date that you repay your Loan Amount and the next scheduled Interest Reset Date advised in your Loan Statement and the difference between the fixed interest rate specified in the relevant Loan Statement and the applicable fixed Interest Rate applying on the date that you choose to repay your Loan Amount.

## 7.0 EARLY UNWIND OF MY GEI FACILITY

Please note that break costs associated with an early unwind of your GEI Facility may be significant. On request, we can provide you with a free indicative quote (subject to a maximum of one quote per quarter and thereafter at a cost of \$100 per quote) for unwinding part or all of your Facility. This quote will outline the approximate costs involved, and, where you unwind only part of your Facility, any change to your interest rate. This quote is an estimate only and actual unwind costs may vary from the amounts quoted.

### 7.3 Early Repayment Fee

The Early Repayment Fee you will be charged will depend on when during your loan term you unwind part or all of your GEI Facility. This fee is designed to recover Bell Potter Capital's costs and expenses in administering and unwinding the loan.

Where you unwind all or part of your Loan Amount:

- at any time up to three months prior to maturity, the Early Repayment Fee will be equal to one month's interest of the unwound Loan Amount plus
- where you unwind within a year of the Drawing, an additional 1 per cent of the unwound Loan Amount, or
- within three months of the Final Maturity Date, there will be no Early Repayment Fee payable.

### 7.4 When Bell Potter Capital can close your loan prior to maturity

Please note that Bell Potter Capital can unwind all or part of your loan prior to maturity if an Event of Default occurs under the Loan and Security Agreement. For example, where:

- you fail to pay any amount due under the Facility
- an insolvency event happens with respect to you
- any of your GEI Securities that are listed on the ASX cease, or are likely to cease, to be quoted on the ASX
- any of your GEI Securities are MISs for which redemptions have been suspended, or are likely to be suspended, by the responsible entity, or
- where there has been an event or change which, in Bell Potter Capital's

reasonable opinion, has a material adverse effect on the financial condition of you, or any Guarantor or ability of any of you to perform your loan obligations or which affects Bell Potter Capital's ability to enter into or exercise its rights under any risk hedging instrument required to manage its risks under the Facility.

For more information about what constitutes an Event of Default, please refer to clause 15 of the Loan and Security Agreement.

Upon the occurrence of an Event of Default Bell Potter Capital is entitled to enforce all the rights of the Owner in respect of the GEI Securities including the right to receive all Distributions in respect of the GEI Securities and to dispose of the GEI Securities at Market Value.

Bell Potter Capital may in certain circumstances also unwind the loan if a corporate action occurs with respect to any GEI Securities held within your GEI portfolio (please refer to section 11 – 'Corporate actions' for further details), in the event of a Material Adverse Change (as defined under clause 27.17 of the Loan and Security Agreement) or where it becomes unlawful for Bell Potter Capital to maintain your Facility or perfect the Mortgage.

You will be required to pay all break costs, any Early Repayment Fee, and other fees and expenses described in this section 7 if you elect to or Bell Potter Capital determines to close your investment loan prior to maturity.

## 8.0 Fees and expenses

### 8.1 Fees and other costs

The table below shows fees and other costs that you may be charged. These fees and costs may be funded by your loan, or deducted from the returns on your investment or from the assets within your GEI Facility.

You should read all of the information about fees and charges, as it is important to understand their impact on your investment using GEI.

Type of fee or cost	Amount	How and when paid
<b>Interest</b>	Interest is charged on your Loan Amount as described in section 3 'Loan and interest details'.	This cost will be paid: <ul style="list-style-type: none"> <li>by direct debit from your nominated bank account.</li> </ul>
<b>Loan establishment Fee</b>	A loan establishment fee may be charged at a rate of up to 3 per cent of the Loan Amount.	The fee is payable: <ul style="list-style-type: none"> <li>as an upfront amount on each day of you making a Drawing under the Facility.</li> </ul> The fee will be paid: <ul style="list-style-type: none"> <li>by direct debit from your nominated bank account.</li> </ul>
<b>Brokerage fee</b>	A brokerage fee will normally be charged at a rate of 0.55 per cent (inclusive of GST) of the transaction value on purchases and disposals initially and during the term.	This fee is payable: <ul style="list-style-type: none"> <li>on the initial purchase of any GEI Securities, and/or</li> <li>on the purchase or disposal of any GEI Securities during the term of your Facility, including at maturity or if you use the Limited Trading feature.</li> </ul> This fee will be paid: <ul style="list-style-type: none"> <li>from your Loan Amount at the commencement of your Facility when your GEI Securities are purchased and/or</li> <li>from the proceeds of the sale of any GEI Securities, in the event that you sell some or all of the securities in your portfolio, and/or</li> <li>from the funds that are used to purchase any additional GEI Securities to be held in your GEI portfolio.</li> </ul> Please note: <ul style="list-style-type: none"> <li>Bell Potter Capital may decide to charge a lower brokerage fee than the normal or agreed rate, and</li> <li>the brokerage fee you will pay is inclusive of GST.</li> </ul>
<b>Security registration fee</b>	When a mortgage is required to be entered on any register, we currently charge a security registration fee.  The fee we charge you will be equal to the cost borne by us in registering the mortgage.	This fee is payable: <ul style="list-style-type: none"> <li>at the end of the month in which your loan is approved.</li> </ul> This fee will be paid: <ul style="list-style-type: none"> <li>by direct debit from your nominated bank account.</li> </ul>

## 8.0 FEES AND EXPENSES

Type of fee or cost	Amount	How and when paid
<b>Security release fee</b>	<p>When we are required to release a pre-existing security interest on any register or where we effect a partial or full release of our security in relation to your GEI Facility Mortgage, we may charge a security release fee.</p> <p>This security release fee will be equal to the cost borne by us of releasing the security interest.</p>	<p>This fee is payable:</p> <ul style="list-style-type: none"> <li>on account closure, and/or</li> <li>on each occasion that a pre-existing security interest is released.</li> </ul> <p>This fee will be paid:</p> <ul style="list-style-type: none"> <li>by direct debit from your nominated bank account.</li> </ul>
<b>Requesting information</b>	<p>Requests for the retrieval of archived or historical information about your GEI Facility may incur a fee (currently \$50 plus \$10 per page of information provided, for collating, sorting and sending that information).</p>	<p>The fee will be paid:</p> <ul style="list-style-type: none"> <li>by direct debit from your nominated bank account.</li> </ul>
<b>Repaying your loan early</b>	<p>Costs associated with repaying your Loan Amount or disposing of your GEI Securities.</p>	<ul style="list-style-type: none"> <li>Where you elect to repay, in whole or in part, your Loan Amount early or your Loan Amount is required to be repaid early, in whole or part, you will be required to pay the costs associated with the early unwind. This may include break costs and an Early Repayment Fee.</li> <li>Please refer to section 7 – ‘Early unwind of my GEI Facility’ for more information.</li> </ul>
<b>Corporate actions</b>	<p>You may be required to contribute additional funds as a result of a corporate action to acquire Further Securities or to make up any shortfall in Bell Potter Capital’s security interest as a result of tax being withheld.</p>	<ul style="list-style-type: none"> <li>Please refer to section 11 – ‘Corporate actions’ for more information.</li> </ul>
<b>Dishonours</b>	<p>Where a direct debit from your nominated bank account dishonours or where a cheque deposit to your Facility dishonours, a fee equal to \$50 applies.</p>	<p>This fee is payable:</p> <ul style="list-style-type: none"> <li>on each occasion where a payment dishonour occurs.</li> </ul> <p>This fee will be paid:</p> <ul style="list-style-type: none"> <li>by direct debit from your nominated bank account.</li> </ul>
<b>Transfer of facility fee</b>	<p>A fee equal to \$1,000 is payable where the GEI Facility or the underlying GEI Securities are transferred via a Deed of Novation.</p>	<p>This fee is payable:</p> <ul style="list-style-type: none"> <li>in the event that you request a transfer of your Facility</li> </ul> <p>This fee will be paid:</p> <ul style="list-style-type: none"> <li>by direct debit from your nominated bank account.</li> </ul>
<b>Withdrawal fee</b>	<p>A fee equal to \$10 is payable when funds under the Facility are drawn by cheque, or \$35 when funds are drawn by telegraphic transfer.</p>	<p>This fee is payable:</p> <ul style="list-style-type: none"> <li>in the event that funds under the Facility are drawn by cheque or telegraphic transfer.</li> </ul> <p>This fee will be paid:</p> <ul style="list-style-type: none"> <li>by direct debit from your nominated bank account.</li> </ul>

## 8.0 FEES AND EXPENSES

Type of fee or cost	Amount	How and when paid
<b>Early unwind Quote Request Fee</b>	A fee equal to \$100 is charged on request of an indicative early unwind quote (note you may request a maximum of one quote per quarter with no fee charged).	This fee is payable: <ul style="list-style-type: none"><li>in the event that you request more than one indicative early unwind quote for that quarter.</li></ul> This fee will be paid: <ul style="list-style-type: none"><li>by direct debit from your nominated bank account.</li></ul>
<b>MIS Fees</b>	Additional costs may be charged in relation to an investment in a MIS by the responsible entity of that MIS.	<ul style="list-style-type: none"><li>Please refer to section 8.2.1 – ‘Costs associated with Managed Investment Schemes’ for more information.</li></ul>

Please note that the above costs and fees are currently those which you will be charged and we reserve the right to add to and/or change any costs and fees. Costs and fees can be amended by Bell Potter Capital. Bell Potter Capital will provide you with 30 days' notice of such changes by way of an update on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au), but any variations shall only be applicable after your next Interest Reset Date.

Examples of the type of circumstances where fees are likely to increase are:

- an external party increases their fees which we then pass on to you (for example where we are charged by a third party for registering or releasing a Mortgage), and
- an administrative cost increases (for example the cost of retrieving information or processing loans).

All fees and costs quoted above are GST inclusive (if applicable).

### 8.2 Additional explanation of fees and costs

#### 8.2.1 Costs associated with Managed Investment Schemes

Where you choose to include MISs in your GEI portfolio, you should be aware that the MIS may charge additional fees and expenses such as management fees. Any additional fees and expenses charged will affect the performance of your GEI investment. You should ensure that you are aware of any additional fees and costs charged by an MIS into which you choose to invest. This information is available in the product disclosure statement for the relevant MIS, a link to which is available on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or which can be requested from your Account Manager on 1800 787 233.

#### 8.2.2 Financial adviser remuneration

Your adviser may receive additional fees paid by you. Your adviser must disclose these to you in a Financial Services Guide and/or a Statement of Advice.

We do not pay any commissions to financial advisers. However, you may agree to pay your adviser a fee for any financial advice they provide to you.

## 9.0 Limited Trading feature

The Limited Trading feature allows you to trade in and out of your GEI Securities during the term of the loan.

### 9.1 How does the Limited Trading feature work?

If any of the GEI Securities in your portfolio increase in value by more than 5 per cent above their GEI Security Loan Amount (the portion of the Loan Amount referable to those GEI Securities), you can request that those GEI Securities be disposed of on your behalf with the ability to re-purchase them at a later date. Bell Potter Capital may refuse a request to use the Limited Trading feature in its discretion.

If the price of the relevant GEI Security subsequently falls, you can re-purchase the same number of the same GEI Security at the lower price with your original disposal proceeds at any time, and you will be entitled to keep any of the original disposal proceeds that are not used to re-purchase your GEI Securities. If the price of the GEI Security subsequently rises and you wish to re-purchase that security, you will be required to contribute additional funds to pay for any shortfall.

Where Bell Potter Capital accepts and arranges a trade under the Limited Trading feature on your behalf, the entire proceeds (after deducting any brokerage fee due) from the disposal of any GEI Security will be invested in an Investment Trust and will form part of your loan security. Where you have used the Limited Trading feature Bell Potter Capital may require re-investment of Distributions from the Investment Trust (if any) with this additional investment also forming part of your loan security. Consequently, you will be unable to redeem any of your investment in the Investment Trust, arising from the use of the Limited Trading feature, without our consent until the time you decide to either re-purchase the same GEI Security or repay the GEI Security Loan Amount and any associated break costs, interest and fees.

If you intend to use the Limited Trading feature you should read the product disclosure statement for the Investment Trust, which is available on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or alternatively contact your Account

Manager on 1800 787 233 to obtain a copy.

### 9.2 Restrictions on using the Limited Trading feature

Bell Potter Capital may refuse a request to use the Limited Trading feature in its discretion.

You may only use the Limited Trading feature for those GEI Securities that have risen in value above their GEI Security Loan Amount by more than 5 per cent.

If you choose to use the Limited Trading feature, you must trade all of the GEI Securities of a particular type. For example, if you own 1,000 BHP shares and you choose to use the Limited Trading feature, you will be required to sell all 1,000 BHP shares in your GEI portfolio. Subsequently, if you choose to re-purchase BHP shares, you will be required to re-purchase 1,000 BHP shares. Please note, the number of GEI Securities you will be required to re-purchase maybe different if there has been a corporate action on that GEI Security since you disposed of it.

### 9.3 What costs are associated with utilising the Limited Trading feature?

Executing a trade using this feature incurs the normal brokerage fee of 0.55 per cent per trade (inclusive of GST) as well as any stamp duty costs (if applicable).

You should be aware that when your GEI Securities are disposed of under the Limited Trading feature and the disposal proceeds are invested into an Investment Trust, your GEI Security Loan Amount and the interest rate payable on your Facility will remain unchanged.

Where you elect not to re-purchase your original GEI Securities and decide to unwind the GEI Security Loan Amount, break costs and other fees and expenses may be payable. You should be aware that break costs associated with an early unwind of your GEI Facility may be significant. Please refer to section 7 – 'Early unwind of my GEI Facility' for further information.

### 9.4 How to apply

You may request Bell Potter Capital to arrange a trade under the Limited Trading feature on your behalf by providing an

instruction to Bell Potter Capital in writing. Once we receive your written instruction, your request (assuming it is accepted by Bell Potter Capital) will be processed as follows.

For GEI Securities that are:

- ASX listed, if we receive your request by 12.00pm on a Business Day, your securities will generally be traded at the market closing price for that security on the day that we receive your request. If your request is received after 12.00pm or on a non-Business Day, your securities will generally be traded at the market closing price for that security on the next Business Day.
- MISs, if we receive your request by 12.00pm on a Business Day, we will submit a redemption request (or, application request, as applicable) to the responsible entity of the MIS on that day. If your request is received after 12.00pm or on a non-Business Day, we will generally submit a redemption request (or, application request, as applicable) on the next Business Day. Bell Potter Capital is not responsible for any delays in your redemption or application being accepted by the responsible entity or the redemption or application price you receive.

Before deciding to use the Limited Trading feature you should carefully consider the possible consequences, including:

- the interest rate payable on your Facility will remain unchanged, even when your disposal proceeds are invested in an Investment Trust
- break costs associated with an early unwind in whole or in part of your GEI Facility where you elect to redeem your Investment Trust investment and do not re-purchase your GEI Securities
- the requirement to contribute additional capital to re-purchase a GEI Security which has increased further in value since you disposed of it, and
- taxation implications of trading in and out of GEI Securities as well as potential implications for the deductibility of interest under your loan.

## 10.0 Tax summary

This tax summary outlines the key Australian income tax and stamp duty implications arising for investors who borrow funds under a GEI Facility. This tax summary is based on Australian tax laws in force or proposed and administrative practices generally accepted as at the date of this GEI Brochure. You should be aware that these laws and practices may change and that any changes may give rise to a different taxation outcome. All references in this tax summary to legislative provisions are to provisions of the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997 (together, the Tax Act), unless otherwise stated.

The information contained in this summary is of a general nature only. It does not constitute legal or tax advice and does not seek to address all of the tax issues that may be relevant to you. You should seek your own independent tax advice relevant to your own particular facts and circumstances.

Furthermore, the summary is limited in scope to the key tax implications for investors who are residents of Australia for tax purposes, who acquire their GEI Securities under the GEI Facility, who hold their GEI Securities on capital account and whose dealings are all at arm's length. It does not apply to those investors in circumstances outlined in section 10.7. It assumes that investors have a genuine intention of holding their GEI Securities until such time as they derive assessable income (other than capital gains) from the investment that exceeds their deductible expenditure, and that for any GEI Securities that are units in a trust, the trust is treated as a "fixed trust" and "widely held" for income tax purposes.

### 10.1 Tax treatment of your interest payments

Under general taxation principles (which may be affected by the capital protected borrowing rules discussed in section 10.1.1 below), you should be able to claim a tax deduction for any interest payable in respect of a GEI Facility to the extent you use the Loan Amount to acquire the GEI Securities and you have the genuine intention of holding your GEI Securities

until such time as you derive assessable income (other than capital gains) from the investment that exceeds your deductible expenditure. Accordingly, it will be necessary for you to demonstrate that, at the time you acquired your GEI Securities, you had this clear intention. In particular, if you expect to dispose of your GEI Securities without having derived sufficient non-capital gains assessable income from your investment that exceeds your interest expenses, your intention to hold the GEI Securities to produce assessable income might be open to question and may result in some or all of your interest expenditure being non-deductible.

Where you roll GEI Securities that you already own into a GEI Facility, interest should similarly be deductible to the extent you apply the Loan Amount for the purposes of producing assessable income (other than capital gains) that exceeds your deductible expenditure. You should however, seek independent tax advice in light of your particular circumstances.

#### 10.1.1 Capital protected borrowings

Broadly, Division 247 of the Tax Act applies to deny a deduction for expenses incurred under certain "capital protected borrowings", such as under a GEI Facility, if the interest expense together with certain other expenses referable to the capital protected borrowing in an income year exceeds the amount that would have been incurred if the relevant rate, as determined by the Tax Act, (the Adjusted Loan Rate) had been applied. The amount above what would have been incurred if the Adjusted Loan Rate had been applied will not be deductible and will instead be treated as being the cost of acquiring one or more "deemed" put options. This will be relevant for capital gains tax (CGT) purposes upon the exercise or lapse of these deemed put options, as discussed below. Where you have multiple Drawings under your GEI Facility, it is expected that Division 247 will apply separately to each Drawing.

Where your interest rate under your GEI Facility is a fixed rate for all or part of the term of your loan, the deductible component of your interest will be your

Loan Amount multiplied by the Adjusted Loan Rate at the time when the interest charge is first incurred during the term of the loan, or the relevant part of the term. Where your interest rate is a variable rate for all or part of the term of your loan, the deductible component of your interest will be your Loan Amount multiplied by the average of the Adjusted Loan Rates during the term of the loan, or the relevant part of the term. The Adjusted Loan Rate is the Reserve Bank of Australia's Indicator Lending Rate for Standard Variable Housing Loans Investor plus 100 basis points.

#### 10.1.2 Timing of interest deductions

If you pay interest monthly in arrears, any deduction should be allowable at the time that the interest is incurred.

If you pay interest annually in advance, any deduction should be allowable in the income year of payment if the total deductible interest expense is less than \$1,000, or all of the following requirements are met:

- the Loan Amount is used to acquire GEI Securities that are ASX listed shares or units in a widely held unit trust having at least 300 beneficiaries and where an individual, or up to 20 individuals between them, do not have 75% or more entitlement to the income or capital of the trust
- the interest expense relates to a period of 12 months or less ending before the end of the next income year, and
- you are either a small business entity who has not chosen to apportion the interest expense over the interest period, or an individual who incurs the interest otherwise than in the course of carrying on a business.

Generally, in all other circumstances, any deduction for prepaid interest will be apportioned on a straight line basis over the period to which the interest relates.

In relation to paragraph (a) above, only "fixed trusts" for tax purposes can be a "widely held unit trust". You should consider the disclosure in the offering document for any GEI Securities that are units in a trust, and obtain independent legal advice in this regard.

## 10.0 TAX SUMMARY

### 10.2 Capital Gains Tax

#### 10.2.1 Cost base of your GEI Securities and deemed put options

Where you acquire your GEI Securities under your GEI Facility, your cost base in those securities will include that part of the Loan Amount applied to acquire the securities, plus any incidental costs of acquisition (for example brokerage fees). Where you roll securities you already hold into a GEI Facility, you should retain your acquisition date and cost base in those securities for CGT purposes. Where you dispose of and re-acquire GEI Securities under the Limited Trading feature, the cost base of those new securities will be determined by the price paid to re-acquire the securities.

Where part of the interest payable on your GEI Facility is not deductible as described in section 10.1.1, the deemed put options you are taken to hold under Division 247 will also be a CGT asset. The non-deductible part of the interest will be attributed to the cost of acquiring the deemed put options, and will be included in the cost base of those options.

Where you hold more than one type of GEI Security in your portfolio, you will be treated as acquiring separate put options for each type of GEI Security, such that the total amount that is not deductible in accordance with Division 247 will need to be reasonably apportioned to each of the deemed put options.

#### 10.2.2 Disposal of your GEI Securities

Where you dispose of your GEI Securities, including where your GEI Securities are disposed of pursuant to Bell Potter Capital exercising its rights under the mortgage granted to it or where you dispose of your GEI Securities under the Limited Trading feature, you will realise a capital gain to the extent that your capital proceeds from the disposal (generally, the disposal proceeds) exceed your cost base in those GEI Securities.

In the event that any of your GEI Securities fall in value and you rely on the limited recourse feature of your GEI Facility, Bell Potter Capital will exercise its rights as mortgagee to dispose of those securities. In these circumstances, you will be taken to have exercised your deemed put option in respect of those

GEI Securities that have fallen in value, and the cost of the deemed put option referable to those securities will be included in the cost base of the securities. Where you acquired your GEI Securities under a GEI Facility, the net result will be a capital loss equal to (at least) the cost base of the deemed put option.

Where a deemed put option lapses unexercised (for example you do not rely on the limited recourse feature in respect of the GEI Securities to which that put option relates), you will realise a capital loss equal to the reduced cost base for that put option. Capital losses can only be applied against capital gains, or potentially carried forward to offset capital gains in later years.

#### 10.2.3 Other CGT implications

If you are an individual or a trustee of a trust, you may be entitled to discount CGT treatment on the disposal of your GEI Securities if you have held your GEI Securities for at least 12 months prior to disposal (not including the dates of acquisition and disposal). If available, only half of any capital gain (after the application of any current year or carried forward prior year capital losses) will be included in your assessable income.

### 10.3 Distributions and franking credits

Where you receive a Distribution or other payment in respect of your GEI Securities (for example, as a result of a corporate action), the tax implications for you of such payments should not differ from those applying had you owned the GEI Securities outside of the GEI Facility. These tax implications will arise even if the payment is applied to acquire additional GEI Securities on your behalf (including under a distribution reinvestment plan), which may result in you being taxable on the payment even though you do not receive the payment in cash.

Your eligibility for franking credits attaching to Distributions on your GEI Securities will be determined in accordance with the Tax Act. Broadly, this will require you to hold your GEI Securities "at risk" (with a delta of at least 0.3) for a continuous period of at least 45 days (for ordinary shares) excluding the dates of acquisition and

disposal. This test is a "once and for all" test for each security holding, unless you are required to pass the benefit of a dividend to another person, in which case you will be required to satisfy the test during the period commencing 45 days prior and ending 45 days after each ex-dividend date. Where you receive franking credits indirectly (for example, through a trust), your entitlement to franking credits may be affected by whether the trust is a "fixed trust" for income tax purposes and by any positions held by the trustee in relation to the underlying shares.

You should also be aware that because of the limited recourse nature of your loan, your GEI Facility will itself have a delta that will need to be taken into account in determining your eligibility for franking credits. Whilst the delta of your GEI Facility will change over time, where you are not required to pass the benefit of any dividends to another person, it will only be the delta of your GEI Facility at the later of the time you draw down your loan (or each Drawing) and the time you acquire your GEI Securities that will be relevant.

You should obtain your own independent taxation advice on the implications of any Distributions or other amounts payable in respect of your GEI Securities and in relation to your qualification for any associated franking credits.

### 10.4 Loan Establishment Fee

You will be entitled to claim a deduction for any Loan Establishment Fee you are required to pay on a straight line basis over the period of the shorter of:

- the term of the GEI loan; or
- five years.

### 10.5 Tax File Number

In the Application for Finance, you are able to provide your Tax File Number (TFN), a valid exemption or, if the GEI Securities are held for a business purpose, your Australian Business Number (ABN).

You may be asked to provide your TFN (or a valid exemption) to various entities in relation to your investment in the GEI Securities, for example, to the sponsor of your ASX listed securities, to the responsible entity of any MIS in which



## 10.0 TAX SUMMARY

you hold units or to any nominee used under your GEI Facility. If you wish to provide your TFN (or valid exemption) to such entities, you may request Bell Potter Capital to do so on your behalf by providing your TFN (or valid exemption) in the Application for Finance. Alternatively, you may wish to provide your TFN (or valid exemption) directly to the requesting entity.

Providing your TFN (or a valid exemption) is voluntary but if you choose not to:

- tax may be withheld from any Distributions (and potentially other payments) paid to you in respect of your GEI Securities at the highest marginal tax rate plus Medicare levy.
- if any Distributions or other amounts payable to you (for example, pursuant to a corporate action) in respect of your GEI Securities are required to be applied towards the acquisition of Further Securities or otherwise become subject to Bell Potter Capital's security interest in order to maintain the limited recourse protection on your loan, any tax withheld from these amounts may result in a shortfall in the value of the security provided to Bell Potter Capital. As such, you will be required to fund this difference by contributing an additional amount from your own funds.

Please note that if your investment is made jointly, all investors must provide their TFN/ABN details or you will be deemed not to have quoted your TFN.

### 10.6 Non-Australian residents for taxation purposes

If you are not an Australian resident for Australian tax purposes, any interest, dividends or royalties paid to you from an Australian source, as well as certain other distributions from MISs, may be subject to withholding tax.

### 10.7 Other events and circumstances

You should be aware that there may be other events and circumstances occurring in respect of your GEI Securities or your GEI Facility that may give rise to different or additional tax implications from those described above, for example where:

- any GEI Securities are not ASX listed shares or are units in a trust that is not a "fixed trust" or "widely-held" for income tax purposes

- the GEI Securities are transferred to a nominee in connection with a corporate action
- your financial arrangements are subject to Division 230 of the Tax Act (the "Taxation of Financial Arrangements" or "TOFA" regime)
- you roll your GEI Securities into a GEI Facility (either initially or at maturity) and use the loan for other purposes
- use the Limited Trading feature, or
- you unwind some or all of your GEI Facility prior to your Final Maturity Date or your GEI Facility is otherwise unwound early.

In addition, there may be taxation consequences arising in connection with your particular GEI Securities that are not described in this tax summary.

You should therefore seek your own independent tax advice on the tax implications of investing in the GEI Securities through a GEI Facility in light of your own particular circumstances.

### 10.8 Stamp duty

It is not expected that stamp duty will be payable in connection with the Mortgage granted to Bell Potter Capital under a GEI Facility or on the transfer of any GEI Securities. However to the extent that any stamp duty is payable in connection with your GEI Facility or on the transfer of GEI Securities, you will be liable to pay or reimburse Bell Potter Capital for any such duty.

You should seek your own independent tax advice in relation to the applicability of stamp duty in these circumstances.

## 11.0 Corporate actions

Corporate actions are events which may be announced by listed companies at any time, which affect their capital structure. Consequently they can affect ASX listed securities held within your GEI portfolio and the limited recourse nature of the loan.

If a corporate action is announced which has the effect of diluting the market value of ASX listed securities within your GEI portfolio, the number of securities within your portfolio may remain the same, however the value of these securities will fall. Consequently the security Bell Potter Capital holds with respect to your loan will also fall. It may therefore be necessary for Bell Potter Capital to arrange the purchase of additional securities on your behalf in order to restore Bell Potter Capital's security position. It may also be necessary to adjust the protection level of some or all of the GEI Securities held in your portfolio in order to restore the limited recourse protection of your Loan Amount. If this happens, we will provide you with a confirmation letter setting out the details of the change.

Where corporate actions occur, your GEI Securities may be temporarily transferred to a nominee company to ensure your interests, and ours, are protected. If this occurs, please note that any Distributions, interest or sale proceeds relating to those transferred GEI Securities received during the transfer may be credited against your Loan Amount or held as security for your loan, rather than paid directly to you.

For certain corporate actions you may be required to contribute funds in addition to your interest payments to acquire Further Securities to ensure that your limited recourse protection and our security position are maintained across your total Loan Amount. In addition, where an amount is withheld (for example where you have not provided your TFN or valid TFN exemptions, please refer to section 10 – 'Tax summary' for more information) from a payment made as a result of a corporate action, then Bell Potter Capital will require you to contribute funds equal to the amount withheld attributable to your GEI Securities.

For details of the corporate actions

that may affect your investments and requirements relating to those corporate actions, please refer to clause 23 of the Loan and Security Agreement. Some of the more common corporate actions are briefly explained in this section.

### 11.1 Special Distributions (including returns of capital)

The effect of a special Distribution (including a return of capital) on a stock held in your GEI portfolio is a fall in the value of the loan security. In order to preserve the economic equivalence of that GEI Security position had the corporate action not occurred and maintain the required loan security we may require that the special Distribution be used to purchase additional securities. Where additional securities are purchased on your behalf using the proceeds of the special Distribution (including a return of capital) these additional securities will form part of the loan security (please refer to clause 23 of the Loan and Security Agreement in section 14 of this brochure). This means that generally, you will not receive the proceeds from a special Distribution as a cash payment.

Following a special Distribution (including a return of capital), we will notify you in writing of any Further Securities that are acquired on your behalf and any franking credits paid. You should speak to a tax adviser to determine how the special Distribution, or return of capital impacts you.

Bell Potter Capital may also use the proceeds from a special Distribution (including a return of capital) for the repayment of your loan obligations.

### 11.2 Rights issues (including entitlement offers)

When a rights issue is announced, the company usually offers security holders the opportunity to buy new securities at a discount to the current market price.

The effect of a discounted offer of additional securities on the stock held in your GEI portfolio is a fall in the value of the loan security. In order to preserve the economic equivalence of that GEI Security position had the corporate action not occurred and maintain the required

loan security, we may need to take one or more steps, including but not limited to:

- realising the intrinsic value of that rights issue by participating on your behalf. In order to fund the exercise of the rights we will sell some of your existing GEI Security holding, or
- selling the rights on your behalf and using the proceeds to acquire additional securities.

If the proceeds from the sale of GEI Securities or rights are insufficient to cover the cost of the new GEI Securities, you may be required to contribute additional funds of your own to restore your loan security.

Any additional securities you acquire and hold as a result of these transactions will be deemed to be Further Securities that form part of the loan security.

### 11.3 Takeovers

When a takeover offer is announced, the offer can be in the form of cash, shares or a combination of the two. Shareholders have the option of accepting or rejecting the offer.

Should you choose to accept the offer prior to the final acceptance date, or if the offer becomes a compulsory acquisition, this will potentially result in the early unwind of that portion of your Loan Amount.

As acceptance of a takeover offer or a compulsory acquisition may result in a disposal of the relevant shares, and an early repayment of a part or all of your Loan Amount, the usual early unwind and break costs will apply (please refer to section 7 – 'Early unwind of my GEI Facility'). You may be required to provide additional funds of your own to meet these costs, even though you did not initiate the early unwind. Alternatively, acceptance of a takeover offer may result in your current GEI Securities being replaced by the securities of the acquiring Company.

If you do not accept the offer and the offer does not become compulsory, then your GEI Securities will remain unaffected.

### 11.4 Bonus issues and stock splits

When a bonus issue or stock splits is announced, a company gives to its

## 11.0 CORPORATE ACTIONS

shareholders a certain number of new shares at no additional cost. The additional securities also form part of the loan security.

### 11.5 Other events

In some circumstances Bell Potter Capital may unwind a portion of your Loan Amount early, or alternatively extend the Final Maturity Date, referable to your GEI Securities which are:

- ASX listed securities, which in our reasonable opinion are about to be or have been suspended or delisted, or
- MISs, where in our reasonable opinion redemptions are about to be, or have been suspended.

Please see sections 7.4 and 6.3 for more information.

## 12.0 Additional information

### 12.1 What information will I receive?

<b>Loan approval letter</b>	If your Application for Finance is approved by Bell Potter Capital, you will receive a loan approval letter. This letter will confirm your credit limit, your interest payment method and information on how to use our client service website BPC Online to monitor your GEI Facility throughout the term of your loan.
<b>Investment confirmation</b>	After we receive your Securities Selection Form and your GEI Securities have been purchased, you will receive an investment confirmation. You will also receive a GEI Cashflow Analysis which confirms the initial interest rate and the Final Maturity Date of that Drawing under your GEI Facility, and a Loan Statement confirming your Loan Amount. Trade confirmations will be sent to you by the Trading Participant confirming the details of any ASX listed securities purchased, and application confirmations will be sent to you by the responsible entity of any MISs that we have applied for on your behalf.
<b>Reporting throughout the term of your loan</b>	<p><i>Online access</i></p> <p>You can access BPC Online via <a href="http://www.bellpottercapital.com.au">www.bellpottercapital.com.au</a> for 24 hour online access to your GEI Facility, including an up-to-date summary of your Loan Amount, GEI portfolio and any transactions. You can download forms (for example change of address or nominated bank account forms) and monitor the interest rate applicable to your Facility.</p> <p><i>Periodic reporting</i></p> <p>Loan Statements will be sent to you on at least an annual basis showing:</p> <ul style="list-style-type: none"> <li>▪ your loan summary and loan transactions for the statement period</li> <li>▪ a fixed rate summary (if you elected to fix your interest rate), and</li> <li>▪ your portfolio summary, detailing the market value and GEI Security Loan Amount (or Protected Value) of each of your GEI Securities.</li> </ul> <p><i>Corporate actions</i></p> <p>If any of the GEI Securities held in your GEI Facility are subject to a corporate action, you will receive correspondence from us. We will notify you of any adjustments that will be made to your GEI Securities or any action that you may need to take in regards to the corporate action.</p> <p><i>Changes to Interest Rates and to the terms of your Facility</i></p> <p>Where you have selected a 12 month fixed interest rate you will be notified before the expiry of your fixed interest period of the indicative fixed interest rate for the following fixed interest period. Where you have selected a variable interest rate your interest rate will change in accordance with changes to the variable GEI Reference Rate. Notice of changes to the variable GEI Reference Rate will be published on the GEI website on or before the changes becomes effective. Notice of changes to any other fees and charges will also be given on the GEI website at least 30 days before they become effective. Any other changes to the terms of your GEI Facility will be notified to you and the Guarantors on or before they become effective.</p>
<b>At maturity</b>	<p>Prior to the maturity of your GEI Facility, we will send you a loan maturity notification, setting out the options that are available to you at maturity.</p> <p>After your maturity election(s) (or early unwind request) has been processed, we will send you a settlement notice. This notice will set out the price of any GEI Securities disposed of, the amount of any proceeds credited to your nominated bank account and information about any GEI Securities transferred to you.</p>

## 12.0 ADDITIONAL INFORMATION

### 12.2 Bell Potter Capital conflicts of interest

Members of the Bell Financial Group or their directors, employees or affiliates may buy and sell instruments or securities which relate to GEI or GEI Securities held in your portfolio. In addition, companies in the Bell Financial Group may advise on transactions concerning such instruments, securities or other financial products. Such dealings may or may not affect the value of the GEI Securities held in your GEI Facility.

Bell Potter Capital, other members of the Bell Financial Group, or their directors, employees or affiliates may, subject to law, hold a GEI Facility.

The directors and employees of Bell Potter Capital and other members of the Bell Financial Group may also hold directorships in the entities that issue the GEI Securities in your portfolio.

Members of the Bell Financial Group may have business relationships or alliances (including joint ventures) with any of the entities that issue the GEI Securities in your portfolio and/or be a substantial shareholder of any of the entities that issue the GEI Securities in your portfolio. In addition, members of the Bell Financial Group may from time to time advise any of the entities that issue the GEI Securities in your portfolio in relation to GEI or activities unconnected with the GEI which may or may not affect the value of the entities that issue the GEI Securities in your portfolio, the GEI Securities in your portfolio and/or your GEI Facility. Such relationships and advisory roles may include:

- a. acting as a manager, underwriter or joint lead manager in relation to the offering or placement of rights, options or other shares including the GEI Securities in your portfolio
- b. advising in relation to mergers, acquisitions or takeover offers, and
- c. acting as general adviser in respect of, without limitation, corporate advice, financing, funds management and property and other services.

Members of the Bell Financial Group may also have a commercial relationship with various senior executives of the entities that issue the GEI Securities in your

portfolio and may sell financial products to, or advise, such senior executives in relation to GEI and matters unconnected to GEI.

All related party transactions are conducted on arm's length terms. Any conflict of interest or potential conflict of interest is managed in accordance with the Bell Financial Group Conflicts of Interest Policy.

### 12.3 Enquiries and complaints

Bell Potter Capital has procedures in place to consider and deal with enquiries and complaints. If you have a concern or complaint about your Bell GEI Facility please contact us and we'll do our best to resolve it quickly and fairly. As a first step please discuss any concerns with your Account Manager on 1800 787 233. If you still have concerns please write to:

Complaints Manager

Bell Potter Capital Ltd

Email: [GEI@bellpottercapital.com.au](mailto:GEI@bellpottercapital.com.au)

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

### 12.4 Privacy

By completing the GEI Application for Finance form you may be supplying personal information to us that is subject to the Privacy Act 1988 (Cth).

As required by law, Bell Potter Capital has adopted a Privacy Policy which governs the collection, storage, use and disclosure of personal information.

You can obtain a copy of our Privacy Policy from our website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or by contacting your Account Manager on 1800 787 233.

An explanation of the purpose for which the personal information is collected and how that information may be disclosed is

included in section 7 and the Protecting your Privacy section of the Application for Finance Form.

### 12.5 Automatic Exchange of Financial Account Information

#### Foreign Account Tax Compliance Act and Common Reporting Standard

Australian legislation relating to the automatic exchange of financial account information between jurisdictions has been passed. This legislation gives effect to the United States of America Foreign Account Tax Compliance Act (FATCA) and the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS). These regimes cover the collection and reporting of information to tax authorities by financial institutions.

Bell Potter Capital is a reporting Australian financial institution under FATCA and the CRS. Accordingly, we will be required to comply with the registration, due diligence and reporting requirements of FATCA and CRS.

We may request that you provide certain information in order for Bell Potter Capital to comply with its FATCA and CRS obligations. Depending on your status, for the purposes of FATCA and CRS, we may assess any information you provide to us and if required, report information in relation to you and your investment to the Australian Taxation Office (ATO).

#### How could FATCA and CRS affect you?

When you apply to invest, you:

- agree to promptly provide us or our service providers with any information we may request from you from time to time
- agree to promptly notify us of any change to the information you have previously provided to us or our service providers
- consent to us disclosing any information we have in compliance with our obligations under FATCA and CRS
- consent to us disclosing any information we have if your investments are held by or for the benefit of, or controlled indirectly by, specified US person(s) (in the context of FATCA) or foreign tax

## 12.0 ADDITIONAL INFORMATION

resident(s) (in the context of CRS), including disclosing information to the ATO, which may in turn report that information to the US Internal Revenue Service or other foreign tax authority, and

- waive any provision of domestic or foreign law that would, absent a waiver, prevent us from complying with our obligations under FATCA and CRS.

Failure to comply with our obligations under FATCA and CRS could result in Bell Potter Capital being subject to administrative penalties under Australian taxation law.

It is important to note that although we may take steps to manage the imposition of any withholding tax or penalties, no assurance can be given that this will be successful, and if you fail to provide us with any information requested by us, and Bell Potter Capital is subject to withholding tax or penalties, we may seek to recover such amount from you.

For further information in relation to how our due diligence and reporting obligations under FATCA and CRS may affect you, please consult your tax adviser.

## 13.0 How to apply

You may only apply for GEI if you are:

- individuals over the age of 18 years who receive the GEI Brochure in Australia
- companies that receive the GEI Brochure in Australia, or
- trustees of trusts that receive the GEI Brochure in Australia.

### Application for Finance form

To apply for GEI, you must read the GEI Brochure carefully and complete the accompanying Application for Finance form in accordance with the instructions set out in the Application for Finance form. Please see 'How to Apply and Application for Finance checklist' for further details.

All applications are subject to approval by Bell Potter Capital. Bell Potter Capital may accept or reject any application in part or in full for any reason.

If your application is approved by Bell Potter Capital, confirmations of your loan will be sent to you, and any financial adviser whose details are included in the Application for Finance.

### Guarantors

If you are applying as a company borrower, the directors who sign the application form on behalf of the Borrower will be required to act as Guarantor for the Borrower under the GEI Facility. Please ensure that the relevant details of all guarantors are provided in the Application for Finance form.

### How to submit your Application for Finance form

Enclose your Application for Finance form and any required accompanying documents in an envelope and post directly to Bell Potter Capital or via your financial adviser to the following address:

By mail or delivery:

Bell GEI Applications

GPO Box 4718

Melbourne VIC 3001

Email: [GEI@bellpottercapital.com.au](mailto:GEI@bellpottercapital.com.au)

We may act on Applications received by email. You must, however, also send the original to us in the mail for our records.

### Completing the Securities Selection Form

Once your loan is approved, you must instruct Bell Potter Capital to arrange the purchase of your selected GEI Securities on your behalf by completing and submitting the Securities Selection Form. The Securities Selection Form will be provided to you following your loan approval or it may be downloaded from the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

### Enquiries

If you need any assistance in completing the above forms or have any questions about the GEI Facility, please contact your Account Manager on 1800 787 233.

### Anti-Money Laundering and Counter-Terrorism Financing

Bell Potter Capital is required to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (AML/CTF), which requires reporting entities, such as financial advisers and product issuers, to conduct client identification and verification checks.

Applying for a GEI Facility can be done in one of two ways, depending on whether you are an applicant investing via a licensed financial adviser or a direct applicant.

If you are applying through a financial adviser, your identification and verification checks can be conducted by your financial adviser who will also complete the relevant identification form issued by the Financial Service Council Limited and the Financial Planning Association of Australia (FSC/FPA Form). The completed FSC/FPA Form will be provided by your financial adviser to Bell Potter Capital together with your Application for Finance.

If you are applying directly to Bell Potter Capital, please complete the Application for Finance form that accompanies this

brochure. Please also ensure that you provide all required verification material as described in the Application for Finance form.

We may, from time to time, be required to contact you to request additional or updated information for identification or verification purposes.

By applying for a GEI Facility, you agree to the following:

- a. at the reasonable request of Bell Potter Capital, to supply, or procure the supply of, any documentation and other evidence and perform any acts to enable Bell Potter Capital to comply with any laws relating to AML/CTF, and
- b. Bell Potter Capital may report the details of any transactions or activity, or proposed transactions or activity in relation to your investment using a GEI Facility (including any personal information (as defined in the Privacy Act 1988 (Cth)) that you may have provided to Bell Potter Capital) to any reporting body authorised to accept reports under any laws relating to AML/CTF applicable in Australia or elsewhere if in Bell Potter Capital's reasonable opinion this is required to comply with any AML/CTF law.

## 14.0 Loan and Security Agreement

Between the Borrower, the Guarantors, the Sponsor, the Nominee, the Trading Participant and Bell Potter Capital Limited. Please read this information for comprehensive details of this offer.

### 1. The Facility

- 1.1 Subject to this Agreement, Bell Potter Capital agrees to make the Facility available to the Borrower.
  - 1.2 Upon acceptance of a Borrower's Application for Finance and approval of the Facility, the Facility may be drawn down in up to two Drawings not exceeding the Credit Limit in the aggregate.
  - 1.3 Bell Potter Capital is authorised by the Borrower to apply each Drawing to purchase (on behalf of the Owner), or to fund against, GEI Securities selected by the Borrower in the Securities Selection Form, or otherwise in accordance with clause 1.4, to be mortgaged to Bell Potter Capital under this Agreement, and pay any reasonable expenses associated with such transaction. Where the GEI Securities are listed on the ASX, Bell Potter Capital shall instruct the Trading Participant to purchase those GEI Securities on the Owner's behalf. Details relating to each Drawing will be confirmed by Bell Potter Capital to the Borrower in a GEI Cashflow Analysis.
  - 1.4
    - a. Each Drawing must be used to purchase the Initial Securities or be drawn against the Initial Securities to be mortgaged to Bell Potter Capital.
    - b. Each Drawing must be for an amount of at least \$50,000.
    - c. Where in accordance with clause 1.5 and the instructions given by the Borrower in the Application for Finance, a Drawing is to be advanced at a time when the Borrower has not provided Bell Potter Capital with all relevant details and information required by Bell Potter Capital in relation to the initial Drawing or the Initial Securities to be acquired or such information and details have not been provided in sufficient time to acquire the Initial Securities at the time of advance, then, subject to clause 2, an initial Drawing shall be made in an amount determined by Bell Potter Capital (not exceeding the Credit Limit) and the initial Drawing shall be invested in the Investment Trust which will be subject to the terms of this Agreement.
    - d. Where the initial Drawing under the Facility is invested in the Investment Trust as contemplated by clause 1.4(c), then that investment must be redeemed and the proceeds used to purchase the Initial Securities as required by clause 1.4(a) within 30 days of the initial Drawing.
    - e. If:
      - i. a Drawing is not made within 30 days of approval of the Facility, or
      - ii. the Borrower fails to comply with clause 1.4(d),Bell Potter Capital may unwind the Facility and require immediate repayment of any Drawings and other moneys owing under this Agreement. If Bell Potter Capital requires repayment under this clause, then the Borrower shall also pay to Bell Potter Capital all fees and other moneys accrued and due under the Agreement to the date of repayment (including without limitation any amounts owing under clause 18).
  - 1.5 The initial Drawing shall be made in accordance with the instructions given by the Borrower in the Application for Finance. If the Borrower elects to make a second Drawing the second Drawing shall be made upon no less than three Business Days' notice to Bell Potter Capital accompanied by a Securities Selection Form.
- ### 2. Conditions precedent
- 2.1 Bell Potter Capital will only make an advance under this Facility in its absolute discretion and then only if:
    - a. the Application for Finance submitted by the Borrower has been completed in full in a form capable of acceptance and the direct debit request in that form has been effected in respect of an account at a bank or financial institution acceptable to Bell Potter Capital
    - b. where required by Bell Potter Capital and where the Borrower or a Guarantor is acting in its capacity as a trustee of any trust, Bell Potter Capital has received a "Solicitor's Trust Letter" in form and substance satisfactory to Bell Potter Capital
    - c. Bell Potter Capital is satisfied that no Event of Default has occurred and is continuing or would result from the advance to be provided
    - d. Bell Potter Capital has received such other amounts, documents or information, as Bell Potter Capital may reasonably require in order to:
      - i. ensure compliance with any anti-money laundering – counter-terrorist financing laws or other applicable laws
      - ii. determine whether the Borrower and the Guarantors have the authority to enter into this Agreement
      - iii. determine the ability of the Borrower to perform its obligations under this Agreement or
      - iv. determine whether any other condition precedent has been satisfied
    - e. where the Drawing is to be secured by a mortgage over GEI Securities that are ASX listed securities already owned by the Owner at the date of advance, those GEI Securities have been transferred into the Participant Sponsored Holding referred to in clause 13.1.



## 14.0 LOAN AND SECURITY AGREEMENT

### 3. Interest

3.1 In consideration for the lending of the funds advanced under the Facility, the Borrower shall pay interest on each Drawing, in accordance with this clause.

3.2 Interest shall accrue on each day in an Interest Period at the Applicable Interest Rate for that Drawing on that day. It shall be calculated on the basis of the actual number of days elapsed and shall be payable on each Interest Payment Date.

3.3 In the Application for Finance, the Borrower can elect a fixed (for 12 months or term) or variable interest rate. The Applicable Interest Rate for a Drawing will be a variable rate unless the Borrower has elected in the Application for Finance or in a notice given in terms of clause 3.4 that it be a fixed rate.

3.4 The Borrower may, with the consent of Bell Potter Capital, elect to fix its interest rate by giving notice to Bell Potter Capital of the period for which it wishes to fix its interest rate, no less than five Business Days before the start of that period.

3.5 a. The first Interest Period for a Drawing shall begin on (and include) the date of drawdown of the Drawing and, subject to subparagraphs (c) and (d), shall end on (and include):

- i. the last day of the month of drawdown where the interest rate is a variable rate, or
- ii. the day before the anniversary of the drawdown date or, where the date of drawdown occurs in the period from 26 to 30 June in any year, on 24 June of the following year, where the interest rate is a fixed rate.

b. Each subsequent Interest Period for a Drawing shall begin on (and include) the day after the preceding Interest Period ends and, subject to subparagraphs (c) and (d), shall end on (and include):

- i. the last day of the month where the interest rate is a variable rate, or

- ii. on the anniversary of the last day of the previous Interest Period where the interest rate is a fixed rate.

c. Where an Interest Period would otherwise end after the Final Maturity Date for a Drawing it shall end on and include the day before the Final Maturity Date.

d. Where an Interest Period would otherwise end after the commencement of a fixed rate Interest Period notified by the Borrower in accordance with clause 3.4 it shall end on (and include) the day before the start of that period.

3.6 On each day:

a. from (and including) the date of advance of that Drawing to (but excluding) the first Interest Reset Date, the Applicable Interest Rate shall be the sum of the applicable GEI Reference Rate on the date of advance plus the Facility Margin, and shall be notified to the Borrower in the GEI Cashflow Analysis for that Drawing

b. from (and including) each Interest Reset Date to (but excluding) the next Interest Reset Date, the Applicable Interest Rate shall be the sum of the Facility Margin and the applicable GEI Reference Rate on the first mentioned Interest Reset Date or where that Interest Reset Date is not a Business Day, the applicable GEI Reference Rate on the next Business Day unless the Interest Reset Date is a day in June and the next Business Day falls in July in which case the Applicable Interest Rate shall be the sum of the Facility Margin and the applicable GEI Reference Rate on the Business Day immediately preceding the Interest Reset Date,

provided that the Applicable Interest Rate shall be amended with effect from any day that the Facility Margin is amended in accordance with clause 3.7, to reflect the increase or decrease to the Facility Margin.

3.7 Bell Potter Capital shall be entitled to amend the Facility Margin in respect of a Drawing:

a. if Bell Potter Capital has agreed to offer the Borrower a discount on the Applicable Interest Rate for that Drawing for any period:

- i. to give effect to that discount during that period and
- ii. to restore the Facility Margin to the level that would have applied, but for the discount, at the end of that period

b. to take into account any changes to the cost to Bell Potter Capital of the limited recourse provisions in clause 24 as a result of:

i. the Borrower redeeming its investment in the Investment Trust and investing the proceeds in GEI Securities pursuant to clause 1.4(d) or

ii. a part but not all of a Drawing being repaid or otherwise becoming repayable prior to the Final Maturity Date in accordance with this Agreement, or

c. to the extent agreed to by the Borrower.

### 4. Repayment

4.1 Subject to clauses 5, 15.2, 24, 25 and this clause 4, the Borrower shall repay each Drawing to Bell Potter Capital in one amount on the Final Maturity Date for that Drawing.

4.2 The Borrower must, at least five clear Business Days before each Final Maturity Date:

a. inform Bell Potter Capital by irrevocable notice in writing, that the Borrower will repay, by using its own funds or through funds borrowed via a refinancing, all or a part of a Drawing to Bell Potter Capital on the Final Maturity Date for that Drawing, and/or

b. give a notice in accordance with clause 24.1(b) requesting Bell Potter Capital to exercise its rights under the Mortgage in respect of all or part of that Drawing on the Final Maturity Date for that Drawing and for the provisions contained in clause 24.1(e) to apply.

## 14.0 LOAN AND SECURITY AGREEMENT

4.3 a. If a notice under clause 4.2 is not received by Bell Potter Capital within the time set out in clause 4.2 in respect of any part of a Drawing, then the Borrower will be deemed to have issued a notice to Bell Potter Capital under clause 24.1(b) upon the terms contemplated in clause 4.2(b) in respect of all the GEI Securities that relate to that part of the Drawing and Bell Potter Capital's rights in respect of part of the Drawing will be limited as referred to in clause 24.1(e).

b. If the Borrower gives a notice to Bell Potter Capital under clause 24.1(b) upon the terms envisaged in clause 4.2(b) or is deemed under clause 4.3(a) to have issued such a notice then Bell Potter Capital shall exercise its rights under this Agreement including, without limitation, its right to sell, redeem or surrender any or all of the GEI Securities to ensure that, on the Final Maturity Date, Bell Potter Capital receives full value for the GEI Securities.

4.4 Subject to clause 24, the Borrower may repay to Bell Potter Capital all or any part of a Drawing on any Business Day prior to the Final Maturity Date if all (or such lesser amount as Bell Potter Capital notifies the Borrower) interest, fees and other moneys then accrued and due under this Agreement to the date of early repayment (whether or not yet payable) (including without limitation any Early Repayment Fee and any indemnity obligation under clause 18) have been paid. If the Borrower repays more than the total amount of a Drawing, Bell Potter Capital is not required to pay interest to the Borrower on the amount repaid in excess of the total amount of the Drawing.

4.5 If Bell Potter Capital consents to the sale of any or all of GEI Securities in accordance with clause 9.2, the Borrower shall be obliged to immediately repay the portion of the Drawing to which those GEI Securities relate together with any interest, fees and other moneys then accrued and due under this

Agreement in respect of that portion of the Drawing (whether or not yet payable) (including without limitation any Early Repayment Fee and any indemnity obligation under clause 18).

4.6 Bell Potter Capital shall refund to the Borrower (or set off against amounts owed by the Borrower) an amount equal to any prepaid interest which is referable to the period from the date of early repayment of the Drawing to the date up to which interest was prepaid and any other amounts owing (if any).

4.7 On or before the date a Drawing or any part thereof is repaid, or becomes repayable, for any reason before the Final Maturity Date the Borrower shall pay to Bell Potter Capital any break costs referred to in clause 18.1(f) and an Early Repayment Fee if applicable.

4.8 Amounts repaid may not be redrawn or borrowed again under this Agreement.

### 5. Change of law or circumstances

If there is any change in law or in its interpretation which makes it unlawful for:

a. Bell Potter Capital to make, fund or maintain the Facility, to perfect the Mortgage or to exercise any risk hedging, risk management, or other put or call option instrument associated with the minimisation and management of its risks associated with this Agreement, or

b. the Borrower to borrow, grant or maintain the Mortgage,

Bell Potter Capital may notify the Borrower or the Borrower may notify Bell Potter Capital (as applicable) and thereupon Bell Potter Capital's obligation to maintain the Facility shall cease.

The Borrower shall, subject to clauses 18 and 24, immediately (or before the unlawfulness occurs, if it has not yet occurred) repay the Drawings in full together with all interest accrued thereon to the date of repayment and any other moneys then accrued and due (whether or not yet payable) under this Agreement.

### 6. Fees and expenses

6.1 The Borrower shall within five

Business Days of demand, whether or not a Drawing is made:

a. pay or reimburse Bell Potter Capital for all stamp duty, any tax on goods and services, value added tax, registration fees, and brokerage fees, if any incurred or payable by Bell Potter Capital in connection with or arising out of the entering into of this Agreement and related documentation, and any acquisition or disposal of any GEI Securities

b. pay or reimburse Bell Potter Capital for all costs, charges and expenses incurred or payable by Bell Potter Capital in connection with any action required to be taken by Bell Potter Capital under this Agreement and the contemplated or actual enforcement of, or preservation of rights under, this Agreement (including any legal fees and costs of disposing of any GEI Securities).

6.2 Where required by Bell Potter Capital, the Borrower shall pay the following fees to Bell Potter Capital:

a. Loan Establishment Fee in respect of the Loan Amount in an amount determined by Bell Potter Capital up to a maximum of the amount specified in the GEI Brochure and payable as one upfront amount on each Drawing drawdown date.

b. a withdrawal fee, payable when funds under the Facility are drawn by cheque or telegraphic transfer

c. a security registration fee payable for entering the Mortgage on any required register payable upon registration by Bell Potter Capital

d. a security release fee payable for entering the release or partial release of the Mortgage or any pre-existing charge on any required register, payable when a notice of release of charge is lodged by Bell Potter Capital

e. a retrieval of information fee, payable when the Borrower or a Guarantor, or their advisor or authorised representative requests Bell Potter Capital to retrieve, collate, sort and/or

## 14.0 LOAN AND SECURITY AGREEMENT

provide archived or historical information about the Facility

- f. a direct debit dishonour fee, payable when any direct debit from an account with a financial institution is declined
  - g. a cheque deposit dishonour fee, payable when a cheque deposit to the Facility dishonours
  - h. a novation fee, payable when Bell Potter Capital agrees to vary, assign or novate any of the obligations of the Borrower or any Guarantor under this Agreement or any Security Interest
  - i. a brokerage fee, payable in respect of any purchase or disposal of GEI Securities under this agreement, and
  - j. an early unwind quote fee, payable for any quote provided by Bell Potter Capital in respect of the amounts payable on early repayment of a Drawing provided that the fee will not be payable in respect of the first quote provided for each calendar quarter.
- 6.3 The fees set out in clauses 4 and 6 shall form part of the Secured Moneys and, except where otherwise provided, shall be payable within five Business Days of demand. The amount of the fees and charges referred to in clause 6.2 shall be published on Bell Potter Capital's website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

Bell Potter Capital may vary any of these fees or the manner in which they are calculated by way of update to the above website. Any varied fees or charges shall only be applicable to a Drawing after the Interest Reset Date occurring at least 30 Business Days after such website update.

### 7. Payments

- 7.1 All moneys payable by the Borrower or a Guarantor under this Agreement shall be paid in full without setoff or counterclaim of any kind and free and clear of, and without any deduction or withholding of any kind. Unless Bell Potter Capital agrees otherwise, all payments under this Agreement shall be effected by way of a direct

debit from an account at a bank or financial institution acceptable to Bell Potter Capital.

- 7.2 Except where otherwise provided if any amount would otherwise become due for payment on a day which is not a Business Day, that amount shall become due on the next following Business Day.
- 7.3 A certificate or notice signed by Bell Potter Capital stating any amount or rate for the purpose of this Agreement shall, prima facie, be binding on the Borrower.
- 7.4 Subject to clause 24.5(b), Bell Potter Capital shall apply any moneys received or recovered towards satisfaction of the Secured Moneys as follows:
- a. firstly to pay any fee payable under clause 6.2(i) in relation to that receipt or recovery of monies
  - b. secondly to repay the balance of any Drawing then owing, and
  - c. then to payment of any interest and other Secured Moneys then owing.
- 7.5 Bell Potter Capital shall be entitled to appropriate any moneys received or recovered by it against any Secured Moneys referred to in clause 7.4(c) in the manner and order in which it sees fit.

### 8. Representations and warranties

- 8.1 The Borrower and the Guarantors represent and warrant to Bell Potter Capital that:
- a. no Security Interest exists over any of the GEI Securities aside from the Security Interest created by this Agreement
  - b. subject to clause 8.2, the Owner is and/or will be, the beneficial owner of the GEI Securities
  - c. this Agreement is a first ranking mortgage over the GEI Securities
  - d. the Borrower and each Guarantor obtains various benefits by entering into, exercising its rights and performing its obligations under this Agreement
  - e. the Borrower and each of the

Guarantors are able to pay their debts as and when they become due and payable

- f. no Event of Default continues unremedied, and
  - g. each Drawing will be applied by the Borrower and the Owner wholly or predominantly for business or investment purposes.
- 8.2 The Borrower and the Guarantors further represent and warrant to Bell Potter Capital that:
- a. if either of them enter into this Agreement as a trustee (the Trustee) of any trust (the Trust), then:
    - i. the Trustee is liable under this Agreement in its personal capacity and as trustee of the Trust
    - ii. the Trustee has free and full power to enter into and perform this Agreement in its capacity as trustee of the Trust, and
    - iii. it is to the commercial benefit of the Trust, and the beneficiaries of the Trust that the Trustee enter into and perform this Agreement, and
  - b. if either one of the Borrower or the Guarantors is a company then:
    - i. it has been incorporated in accordance with the laws in its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted
    - ii. it has the power to enter into this agreement and comply with its obligations under it
    - iii. the agreement does not contravene its constitution or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers or the powers of its directors to be exceeded
    - iv. it has in full force and effect the authorisations necessary for it to enter into this agreement, to comply with its obligations and

## 14.0 LOAN AND SECURITY AGREEMENT

exercise its rights under this agreement and to allow it to be enforced

- v. no person has contravened or will contravene section 208 or section 209 of the Corporations Act 2001 by entering into this agreement or by participating in any transaction in connection with this agreement
- vi. there is no pending or threatened proceeding affecting it or any of its related bodies corporate or any asset before a court, governmental agency, commission or arbitrator except those in which a decision against it or the related body corporate would not result in a Material Adverse Change
- vii. neither it nor any of its related bodies corporate is in breach of a law or obligation affecting any of them or their assets which is likely to result in a Material Adverse Change, and
- viii. neither it nor any related body corporate has immunity from the jurisdiction of a court or from legal process.

8.3 The representations in clauses 8.1 and 8.2 are made on the date of this Agreement and are deemed to be repeated on each day while the Secured Moneys remain outstanding.

### 9. Undertakings

- 9.1 The Borrower shall supply to Bell Potter Capital when requested to do so:
  - a. copies of the financial statements for the Borrower and each Guarantor for each financial year,
  - b. such additional financial or other information relating to the Borrower or a Guarantor as Bell Potter Capital may from time to time reasonably request.
- 9.2 Except to the extent provided in this Agreement, the Owner shall not, without the prior written consent of Bell Potter Capital (which consent may, without limitation, be conditional on the payment by the Borrower of all or any amounts

then accrued and due under this Agreement):

- a. create, agree or attempt to create or allow to exist, any Security Interest over or in respect of any GEI Securities, and
  - b. sell, redeem, dispose of, or otherwise deal with, any of the GEI Securities or any interest therein.
- 9.3 The Borrower and the Guarantors each undertake:
- a. to ensure that they are not in breach and that no event of default occurs under any other agreement that they may have with Bell Potter Capital or any other financier, and
  - b. to ensure that no Security Interest granted by each of them over any of their assets becomes enforceable.

### 10. Nominee custody terms

The following terms only apply if the Owner is a "retail client", as that term is defined in the Corporations Act 2001 from time to time.

- 10.1 The Nominee must, on request from the Owner, acknowledge the manner in which it holds the GEI Securities, any Distributions, interest, proceeds of sale or other assets (the Property) on behalf of the Owner.
- 10.2 Instructions given by the Owner to the Nominee may be given:
  - a. c/- Bell Potter Capital, and
  - b. in the manner described in this Agreement for giving notices to Bell Potter Capital.
- 10.3 Nothing in this document affects the rights of any relevant third party (including without limitation, a secured party, lender, financier or other counterparty) regarding the circumstances in which:
  - a. the Owner may give an instruction to the Nominee, or
  - b. the Nominee may, under this Agreement give priority to the instructions of a third party, or determine not to act in relation to an instruction from the Owner.

- 10.4 The Nominee will be liable to the Owner if there is a loss to the Owner caused by any failure by the Nominee, or any person it directly or indirectly engages to hold the Property to which the custodial or depository service relates and in which the Owner has a beneficial interest, to either:
  - a. comply with its duties under this Agreement or other agreement relating to the holding of the Property, or
  - b. observe reasonable standards generally applied by providers of custodial or depository services for holding Property of the relevant kind, provided however that the Nominee will not be liable to the Owner:
    - i. in any circumstances for any consequential loss or damage (including any loss of profits, loss of revenue or loss of opportunity), and
    - ii. for any loss where such losses arises in connection with, or as a result of, the insolvency of any person it has engaged (whether directly or indirectly) to hold such Property, provided that the Nominee has taken reasonable care in engaging and monitoring compliance by that person with the terms of its appointment.
- 10.5 The Nominee must not take or grant a charge, mortgage, lien or other encumbrance over, or in relation to, the assets held under this Agreement unless it is:
  - a. for expenses and outlays made within the terms of this Agreement other than any unpaid fees of the Nominee,
  - b. made for the purposes of securing any advance, loan or other financial accommodation provided to the Owner for the purposes of acquiring some or all of the Property the subject of the custodial or depository service,
  - c. contemplated by the terms of this Agreement, or

## 14.0 LOAN AND SECURITY AGREEMENT

- d. with the Owner's consent.
- 10.6 The Nominee must maintain records of:
- the Property to which this Agreement relates which clearly identify that the Property is held on behalf of the Owner, and
  - all dealings in relation to that Property, including by whom, when and how those dealings were authorised.

These records must be maintained in a way that enables the holding of the Property to which this Agreement relates by the Nominee to be conveniently and properly audited.

- 10.7 The Nominee must apply verification procedures for the appropriately frequent reconciliation and checking of the Property the subject of the custodial or depository relationship.
- 10.8 The Nominee will notify the Owner in writing if:
- it is aware that it has breached the terms of this Agreement in any material respect, or
  - it no longer intends to be bound by the terms of this Agreement.
- 10.9 The Nominee must provide written notice to the Owner of any subcustodian appointed or to be appointed by the Nominee to hold any assets or Property to which this Agreement relates. Such notice must, unless clause 10.10 applies, be given to the Owner before any Property is held by the subcustodian.
- 10.10 If the Nominee is compelled to appoint a replacement subcustodian on an urgent basis following events beyond its reasonable control, the Nominee must provide notice of the appointment of such subcustodian, and the contact details thereof (in accordance with clause 10.9) as soon as is reasonably practicable after such appointment.
- 10.11 Subject to the rights of any relevant third party (including without limitation, a secured

party, lender, financier or other counterparty) regarding the circumstances in which the Owner may give an instruction to the Nominee to deliver the Property the subject of this Agreement to it, or another third party, on termination of this Agreement, the Nominee will transfer the relevant Property or assets to the Owner or as the Owner directs within a reasonable period, subject to the payment by the Owner of any outstanding fees and charges and other amounts owing (whether contingently or otherwise) to the Nominee and any costs of the transfer.

- 10.12 Nominee must establish and, at all times during the term of this Agreement, maintain business continuity arrangements that are reasonable for a business of the nature, scale and complexity of the Nominee's business.
- 10.13 The Nominee must not disclose any confidential information relating to the Owner, apart from any disclosure to ASIC or as required or permitted by law or by the Owner in writing or as otherwise permitted under the terms of this Agreement or the Application for Finance Form.
- 10.14 The Nominee may hold the Property to which this Agreement relates in any account, in the Nominee's own name or that of any subcustodian, suitable for the holding of such Property (without designating any separate account designated for the exclusive custody of such Property) and, on a pooled basis with the property of other persons or other clients of the Nominee, provided that the Nominee maintains a record of the Property held for the Owner.

### 11. Trading Participant terms

Capitalised terms used in this clause 11 which are not defined in this Agreement have the meaning given to them in the Rules.

- 11.1 a. The Owner hereby appoints upon the terms set out in this clause 11 the Trading Participant, and the Trading Participant agrees to act

on those terms as the Owner's broker and agent to enter into transactions in relation to all of the ASX listed GEI Securities transacted under this Agreement upon the terms set out in this clause 11, and to do all things:

- necessary or incidental to the execution and settlement of such transactions
- that are required to be done by law in connection with such transactions, and
- that it would customarily be required or permitted to do under the rules, customs and usages of the exchange upon which those transactions are entered into on the ASX, provided that any such transactions shall only be settled through the Owner's account with the Sponsor or otherwise in accordance with this Agreement.

b. The Owner agrees that if the Trading Participant receives instructions from both the Owner and Bell Potter Capital, the instruction given by Bell Potter Capital will take precedence over the instruction given by the Owner, and for the avoidance of doubt, any instruction from Bell Potter Capital shall be an instruction given on behalf of the Owner. Bell Potter Capital may only give instructions or directions in accordance with its rights under this Agreement.

11.2 The Trading Participant may decline to act on the Owner's instructions to place an order where:

- trading in the relevant GEI Securities has been suspended or halted for any reason whatsoever
- a view is taken by the Trading Participant or Bell Potter Capital that the order is likely to:

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<ul style="list-style-type: none"> <li>i. contribute to a breach of the Corporations Act, the ASIC Market Integrity Rules, or the ASX Operating Rules</li> <li>ii. be inappropriate, unethical or likely to negatively affect the reputation or integrity of Bell Potter Capital or the Trading Participant within the market, or</li> <li>iii. create a disorderly market in the GEI Securities</li> </ul>	<p>11.4</p> <p>11.5</p>	<p>after the order has been received by the Trading Participant in accordance with this clause 11.</p> <p>Without limiting any other term of this clause 11, an order will be taken to have been accepted by the Trading Participant and binding on the Owner as soon as the Trading Participant enters it into ITS.</p> <p>Unless an order has been rejected or cancelled, the Trading Participant will make reasonable endeavours to execute an order as soon as reasonably practicable after the Trading Participant receives the order.</p>	<ul style="list-style-type: none"> <li>a. send confirmations in electronic form</li> <li>b. send a single confirmation for a series of ASX transactions, and to provide to the Owner the average price at which the transactions were effected</li> <li>c. issue a replacement confirmation or statement to correct an error or omission, and</li> <li>d. cancel a confirmation at the direction of ASIC or ASX Ltd.</li> </ul>
<p>c. accepting an order would be in breach of the internal risk management policies of Bell Potter Capital or the Trading Participant</p>	<p>11.6</p>	<p>The Owner agrees that there is no guarantee that the Trading Participant will fill an order at a given price or time.</p>	<p>11.11 The Owner acknowledges that orders placed with the Trading Participant may, from time to time, match with orders entered by the Trading Participant:</p> <ul style="list-style-type: none"> <li>a. for other investors, resulting in a Crossing, or</li> <li>b. as Principal, and to the extent that this occurs, the Owner authorises the Trading Participant to deal with the Owner as Principal.</li> </ul>
<p>d. the Trading Participant is unable to accept the order due to interruptions or failures of its IT systems, or</p>	<p>11.7</p>	<p>The Owner acknowledges that an order may not be filled or may only be partially filled where there is insufficient liquidity in the market. If an order is only partially filled, the Owner is responsible for the settlement of that partially filled transaction, regardless of whether or not the remainder of the order is filled.</p>	<p>11.12 The Owner must not place an order with the Trading Participant that will breach, or is likely to cause the Trading Participant to breach, the Corporations Act or any Rules including in relation to:</p> <ul style="list-style-type: none"> <li>a. market integrity, market manipulation, wash trading or matching of orders</li> <li>b. insider trading or front running</li> <li>c. the creation of a disorderly market or otherwise prejudicing the integrity or efficiency of the market, or</li> <li>d. misleading or deceptive conduct concerning any dealings.</li> </ul>
<p>e. the Trading Participant reasonably determines in its opinion that:</p> <ul style="list-style-type: none"> <li>i. market conditions make it inappropriate to accept the order (having regard to factors including volatility, liquidity and availability)</li> <li>ii. there is insufficient liquidity in the market to execute the order, or</li> <li>iii. acting reasonably, it is otherwise necessary to refuse to accept the order.</li> </ul>	<p>11.8</p>	<p>The Trading Participant will provide a confirmation to the Owner as soon as reasonably practicable after the transaction. Where an order is filled or partially filled over more than one day, a confirmation relating to the part of the order executed on a day will be issued.</p>	<ul style="list-style-type: none"> <li>a. market integrity, market manipulation, wash trading or matching of orders</li> <li>b. insider trading or front running</li> <li>c. the creation of a disorderly market or otherwise prejudicing the integrity or efficiency of the market, or</li> <li>d. misleading or deceptive conduct concerning any dealings.</li> </ul>
<p>11.3 a. The Trading Participant may amend or cancel any transaction, even if the Owner has received a confirmation in relation to the transaction, if the Trading Participant reasonably believes that the transaction:</p> <ul style="list-style-type: none"> <li>i. has been executed in error</li> <li>ii. breaches the Corporations Act or the Rules, or</li> <li>iii. interferes with the integrity or orderly nature of the market or the exchange in any way.</li> </ul>	<p>11.9</p>	<p>The Owner acknowledges that a confirmation is issued subject to:</p> <ul style="list-style-type: none"> <li>a. the Rules and directions, decisions and requirements of ASIC or ASX</li> <li>b. the customs and usages of the market, and</li> <li>c. the right of the Trading Participant to correct errors and omissions.</li> </ul>	<p>11.13 The Trading Participant is not liable for any errors or omissions in any order placed or instructions given by the Owner.</p>
<p>b. Unless an order has been rejected or cancelled, the Trading Participant will make reasonable endeavours to execute an order as soon as reasonably practicable</p>	<p>11.10</p>	<p>The Owner acknowledges that a confirmation is issued subject to the Trading Participant being entitled to:</p>	<p>11.14 The Owner acknowledges that:</p> <ul style="list-style-type: none"> <li>a. orders may be purged from ITS, subject to the Rules and ITS regulations</li> <li>b. orders purged from ITS by the ASX will not be re-entered</li> </ul>

## 14.0 LOAN AND SECURITY AGREEMENT

- into ITS without the Owner placing a further order with the Trading Participant
- c. all orders placed outside the Normal Trading Hours of the ASX will not be executed by the Trading Participant until commencement of the next Trading Day
- d. an order will be executed at the price available on the ASX, which may be different from the price at which the share is trading when the Owner's order was placed with Bell Potter Capital or the Trading Participant, and
- e. any request to place, cancel or amend orders may experience delays being executed and neither Bell Potter Capital or the Trading Participant are liable for any losses caused by such delays.
- 11.15 The Trading Participant shall not be liable for any loss, damages, costs or expenses of any kind suffered or incurred by the Owner:
- a. as a result of anything lawfully done by the Trading Participant in accordance with, or incidental to, this Agreement or
- b. by reason of the Trading Participant complying with any direction, requirement or request of ASX Ltd, ASIC or any other regulatory authority where that direction, requirement or request:
- i. is enforceable by law or by virtue of any rules imposed on the Trading Participant by ASX Ltd, ASIC or any other regulatory authority, or
- ii. is not enforceable by law or by virtue of any rules imposed on the Trading Participant by ASX Ltd, ASIC or any other regulatory authority.
- 11.16 The Owner acknowledges that ASIC or ASX have the power to cancel or amend transactions entered into the market or Crossings in its discretion without prior approval of the Trading Participant or the Owner, and the Owner is not able to claim compensation from the Trading Participant in these circumstances.
- 11.17 Change of Trading Participant:
- a. Bell Potter Capital may replace the Trading Participant (Replaced Trading Participant) with any related body corporate of Bell Potter Capital by giving the Owner notice of the person that it proposes to appoint in the place of the existing Trading Participant (the Replacement Trading Participant) not less than 20 Business Days before the proposed date of appointment (subject to sub-clause 11.17(e) of this clause, the Effective Date) and notifying the Owner
- b. this Trading Participant Agreement will be taken to have been novated to the Replacement Trading Participant on the Effective Date as if:
- i. the Replacement Trading Participant is a party to this Trading Participant Agreement in substitution for the Replaced Trading Participant from the Effective Date
- ii. any rights of the Replaced Trading Participant are transferred to the Replacement Trading Participant, and
- iii. the Replaced Trading Participant is released by the Owner from any obligations arising on or after the Effective Date
- c. the novation in clause 11.17(b) will not take effect until the Owner has received a notice from the Replacement Trading Participant confirming that the Replacement Trading Participant consents to acting as the Owner's Trading Participant, in which case the Effective Date will be the date of receipt of this notice by the Owner
- d. the Owner will be taken to have consented to the events referred to in clause 11.17(b) by doing any act consistent with the novation of this Trading Participant Agreement to the Replacement Trading Participant on or after the Effective Date, and such consent will be taken to be given as of the Effective Date
- e. this Trading Participant Agreement continues for the benefit of the Replaced Trading Participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause 11.17(b) not binding or effective on the Effective Date, then:
- i. this Trading Participant Agreement will continue for the benefit of the Replaced Trading Participant until such time as the novation is effective, and
- ii. the Replaced Trading Participant will hold the benefit of this Trading Participant Agreement on trust for the Replacement Trading Participant.
- ### 12. Sponsor and nominee
- Capitalised terms used in this clause 12 which are not defined in this Agreement have the meaning given to them in the Rules.
- 12.1 a. The Owner hereby appoints the Sponsor, and the Sponsor accepts that appointment:
- i. as agent of the Owner, to provide transfer and settlement services in relation to any ASX listed GEI Securities to which this Agreement applies, on the terms of clause 12 and clause 13

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- ii. as agent and nominee of the Owner, to take delivery of any CHES Approved GEI Securities purchased by the Owner, or to effect delivery of any CHES Approved Securities sold or to be delivered by the Owner.
  - b. Notwithstanding the provisions of clause 13 the Owner agrees that while any of the Secured Moneys remain owing, it will:
    - i. not limit, suspend or terminate the appointment of the Sponsor without the prior written consent of Bell Potter Capital
    - ii. not provide any direction to the Sponsor which is inconsistent with the provisions of this Agreement without the prior written consent of Bell Potter Capital, and
    - iii. exercise its rights under clauses 13.7(d), 13.9 and 13.12 only in accordance with the instructions of Bell Potter Capital.
- 12.2 The Owner agrees that the rights of Bell Potter Capital under the Mortgage shall not be affected by any change of Sponsor, any removal of the Participant Sponsored Holdings from the CHES Subregister or transfer of GEI Securities to a new Holding occurring in accordance with clause 13.
- 12.3 The Owner and the Borrower expressly authorise and direct the Sponsor to:
  - a. take whatever action is reasonably required by Bell Potter Capital in accordance with the Rules to give effect to Bell Potter Capital's rights under this Agreement, and
  - b. act in accordance with any direction or instruction which it receives from Bell Potter Capital in respect of the GEI Securities for any purpose permitted under this Agreement, including in relation to the utilisation of the HIN under which the GEI Securities are registered.
- 12.4 The Sponsor must, as soon as practicable, notify Bell Potter Capital as soon as it becomes aware of any action taken by the Owner to limit, suspend or terminate the Sponsorship Agreement.
- 12.5 The Sponsor must indemnify Bell Potter Capital for all liability, loss, costs, charges and expenses arising from or incurred by Bell Potter Capital as a result of the breach by the Sponsor of any of its obligations under this Agreement.
- 12.6 Notwithstanding any other term of this Agreement, Bell Potter Capital may agree with the Owner that any of the GEI Securities that are CHES Holdings may be sponsored by a Participant other than the Sponsor on such terms and condition as Bell Potter Capital may agree with the Participant and the Owner.
- 12.7 The Owner confirms and agrees that, at the direction of Bell Potter Capital, the Owner will, at its own cost, transfer the legal title to some or all of the GEI Securities (as specified by Bell Potter Capital) into the name of any nominee as nominated by Bell Potter Capital (the Nominee) and those GEI Securities will be held by the Nominee as registered owner as nominee for the Owner. It is acknowledged that the purchase money for the GEI Securities has been, or will be, contributed by the Owner from funds that may be borrowed from Bell Potter Capital under the Facility.
- 12.8 For the avoidance of doubt, the Owner shall be absolutely entitled to the GEI Securities as against the Nominee. Subject to the rights of Bell Potter Capital under this Agreement, the Owner shall be entitled to instruct and direct the Nominee with regard to any matter relating to or affecting the GEI Securities, and the Nominee shall (to the extent it is capable) comply with such instructions, including without limitation, with regard to all voting rights (to the extent available) attached to the GEI Securities.
- 12.9 In the event the Owner instructs the Nominee to sell all or any of the GEI Securities, and Bell Potter Capital consents to such a sale, the Nominee may effect such sale in any manner that it, in its discretion, considers appropriate. All stamp duty, brokerage fee and other fees and expenses shall be for the account of the Owner.
- 12.10 The provisions of clauses 14.9 and 23 shall apply in respect of any Distributions or any other corporate action referred to in clause 23 occurring in respect of GEI Securities held by the Nominee.
- 12.11 The Nominee will inform the Owner of any notice received by it in relation to the GEI Securities for which it is acting as nominee.
- 12.12 The Nominee is hereby irrevocably authorised and directed to act in accordance with any instruction or direction which it receives from Bell Potter Capital in respect of the GEI Securities for any purpose permitted under this Agreement.
- 12.13 The Owner irrevocably directs that all amounts received by Bell Potter Capital or the Nominee by way of Distributions, interest or proceeds of sale in relation to the GEI Securities be applied in accordance with the provisions of this Agreement. Bell Potter Capital and the Nominee shall not be obligated to pay any interest in relation to any such Distributions, interest or proceeds of sale received.
- 12.14 The Owner agrees that if the Sponsor receives instructions concerning any GEI Securities from both the Owner and Bell Potter Capital, the instruction given by Bell Potter Capital will take precedence over the instruction given by the Owner.
- 12.15 For the avoidance of doubt, any instruction or direction to the Sponsor or Nominee from Bell Potter Capital under this Agreement is an instruction or direction given on behalf of the Owner. Bell Potter Capital may only give instructions or directions in accordance with its rights under this Agreement.

### 13. Terms of sponsorship

Capitalised terms used in this clause 13 but which are not defined in this Agreement have the meaning given to



## 14.0 LOAN AND SECURITY AGREEMENT

them in the ASX Settlement Rules.

13.1 If not otherwise informed, Bell Potter Capital or the Sponsor shall inform the Owner of the HIN for the Participant Sponsored Holding. All of the GEI Securities the subject of this Agreement that are CHESSE Holdings shall be registered under this HIN (unless these GEI Securities are transferred to the Nominee's HIN in accordance with clause 12.7 or otherwise).

### Mandatory provisions

#### 13.2 Sponsor's rights

- a. Where the Owner authorises the Sponsor to buy GEI Securities, the Owner will pay for those GEI Securities by the Settlement Date.
- b. Subject to clause 13.2(c), the Sponsor is not obliged to transfer GEI Securities into the Participant Sponsored Holding, where payment for those GEI Securities has not been received, until payment is received.
- c. Where a contract for the purchase of GEI Securities remains unpaid after the Sponsor has made a demand of the Owner to pay for the GEI Securities, the Sponsor may sell those GEI Securities that are the subject of that contract at the Owner's risk and expense and that expense shall include brokerage and stamp duty.
- d. Where the Sponsor claims that an amount lawfully owed to it has not been paid by the Owner the Sponsor has the right to refuse to comply with the Owner's Withdrawal Instructions, but only to the extent necessary to retain securities of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120 per cent of the current market value of the amount claimed).

#### 13.3 Owner's rights

- a. Subject to clauses 13.2(c) and 13.2(d) of this Sponsorship Agreement, the Sponsor will initiate Transfer, Conversion or

other action necessary to give effect to Withdrawal Instructions within two (2) Business Days of the date of receipt of the Withdrawal Instructions.

- b. Subject to ASX Settlement Rule 7.4, the Sponsor will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Owner.
- c. The regulatory regime which applies to the sponsor is the regulation of the clearing and settlement facility operated by ASX Settlement and ASX Clear under the Corporations Act, the ASX Settlement Rules and the operating rules of ASX Clear and the regulation of financial services licensees under the Corporations Act;
- d. Information about the status of the sponsor (as a financial services licensee and a participant) can be obtained from the Australian Securities and Investments Commission and ASX Settlement; and
- e. The owner may lodge a complaint against the sponsor or any claim for compensation with the Australian Securities and Investments Commission, ASX Settlement or the Australian Financial Complaints Authority.

#### 13.4 Supply of information

The Owner will supply all information and supporting documentation which is reasonably required to permit the Sponsor to comply with the registration requirements, as are in force from time to time, under the ASX Settlement Rules.

#### 13.5 Payment of fees

The Owner shall pay all brokerage fees and associated transactional costs within the period prescribed by the Sponsor.

#### 13.6 Pledging and sub-positions

- a. Subject to the terms of this Agreement, where the Owner arranges with any person to give a charge or any other

interest in GEI Securities in a Participant Sponsored Holding, the Owner authorises the Sponsor to take whatever action is reasonably required by the person in accordance with the ASX Settlement Rules to give effect to that arrangement.

- b. The Owner acknowledges that where, in accordance with this Agreement and/or the Owner's instructions, the Sponsor initiates any action which has the effect of creating a sub-position over GEI Securities in the Participant Sponsored Holding, the right of the Owner to transfer, convert or otherwise deal with those GEI Securities is restricted in accordance with the terms of the Rules relating to sub-positions.

#### 13.7 Mandatory notifications and acknowledgements

- a. The Owner acknowledges that if the Sponsor is not a Market Participant of an Approved Market Operator, neither the Approved Market Operator nor any Related Party of the Approved Market Operator has any responsibility for regulating the relationship between the Owner and the Sponsor, other than in relation to the ASX Settlement Rules relating to the sponsorship agreements.
- b. The Owner acknowledges that if a Transfer is taken to be effected by the Sponsor under section 9 of the ASX Settlement Rules and the Source Holding for the Transfer is a Participant Sponsored Holding under this Agreement, then:
  - i. the Owner may not assert or claim against ASX Settlement or the relevant Issuer that the Transfer was not affected by the Sponsor or that the Sponsor was not authorised by the Owner to effect the Transfer, and
  - ii. unless the Transfer is also taken to have been effected by a Market Participant of an Approved Market Operator or a Clearing Participant of ASX Clear, the Owner has no claim arising out of the Transfer

## 14.0 LOAN AND SECURITY AGREEMENT

against the compensation arrangement applicable to the Approved Market Operator or a Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations.

- c. In the event the Sponsor breaches any of the provisions of this Agreement, the Owner may refer that breach to any regulatory authority, including ASX Settlement.
- d. In the event that the Sponsor is suspended from CHES participation, subject to the rights of Bell Potter Capital and the assertion of an interest in the GEI Securities controlled by the Sponsor, or by the liquidator, receiver, administrator or trustee of the Sponsor:
  - i. the Owner has the right, within twenty (20) Business Days of ASX Settlement giving Notice of suspension, to give notice to ASX Settlement requesting that any Participant Sponsored Holdings be removed either:
    - from the CHES Subregister, or
    - from the control of the suspended Sponsor to the control of another Sponsor with whom they have concluded a valid Sponsorship Agreement pursuant to Rule 12.19.10, or
  - ii. where the Owner does not give notice under clause 13.7(d)(i), ASX Settlement may effect a change of Sponsor under Rule 12.19.11 and the Owner will be deemed to have entered into a new Sponsorship Agreement with the new Sponsor on the same terms as this Sponsorship Agreement
  - iii. where the Owner is deemed to have entered into a new Sponsorship Agreement in accordance with clause 13.7(d)(ii), the Sponsor must enter into a Sponsorship Agreement with the Owner within ten (10) Business Days of the change of

Sponsor.

- e. The Owner acknowledges that before the Owner executed this Agreement, it read the 'CHES explanation' attached to this Agreement explaining the effect of clauses 12 and 13.
  - f. The Owner acknowledges that:
    - i. in the event of the death or bankruptcy of the Owner, a Holder Record Lock will be applied to all Participant Sponsored Holdings in accordance with the ASX Settlement Rules, unless the Owner's legally appointed representative or trustee elects to remove the Participant Sponsored Holding from the CHES Subregister
    - ii. in the event of the death of the Owner, this Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Owner's estate, subject to the consent of the legally appointed representative, for a period of up to three calendar months after the removal of a Holder Record Lock applied pursuant to clause 13.7(f)(i) unless the Owner's legally appointed representative or trustee elects to remove the Participant Sponsored Holding.
- 13.8 For joint holdings only
- If the Owner is a joint holder then:
- a. each Owner acknowledges that if one of the Owners dies, the Sponsor will transfer all Holdings under the joint Holder Record into new Holdings under a new Holder Record in the name of the surviving Owner/s, and this Sponsorship Agreement will remain valid for the new Holdings under the new Holder Record
  - b. the Owner acknowledges that in the event of the bankruptcy of one of the Owners the Sponsor will:
    - i. unless the legally appointed representative of the bankrupt

Owner elects to remove the Participant Sponsored Holdings from the CHES Subregister, establish a new Holder Record in the name of the bankrupt Owner, transfer the interest of the bankrupt Owner 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, and

- ii. establish a new Holder Record in the name(s) of the remaining Owner(s) and Transfer the interest of the remaining Owner(s) into new Holdings under the new Holder Record.

- 13.9 a. If the Owner receives a Participant Change Notice from the Sponsor of the Participant Sponsored Holding and the Participant Change Notice was received at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of Sponsor, the Owner is under no obligation to agree to the change of Sponsor and, subject to the terms of this Agreement, may choose to do any of the things set out in sub-clauses (i) or (ii):
- i. the Owner may choose to terminate this Sponsorship Agreement by giving Withdrawal Instructions under the ASX Settlement Rules to the Sponsor, indicating whether the Owner wishes to transfer its Participant Sponsored Holding to another Sponsor or transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings
  - ii. if the Owner does not take any action to terminate this Sponsorship Agreement in accordance with (i) above, and does not give any other instructions to the Sponsor which would indicate that the Owner does not agree to the change of Sponsor then, on the date referred to in clause 13.19(b) below (Effective

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- Date), then Bell Potter Capital, Borrower, and the Guarantors authorise the Sponsor to novate this Sponsorship Agreement to the new Sponsor without obtaining any further approval, consent or authorisation from Bell Potter Capital, Borrower or the Guarantors and this Sponsorship Agreement will then be binding on all parties as if, on the Effective Date:
- i. the new Sponsor is a party to this Sponsorship Agreement in substitution for the existing Sponsor
  - ii. any rights of the existing Sponsor are transferred to the new Sponsor, and
  - iii. the existing Sponsor is released by the Owner from any obligations arising on or after the Effective Date.
- b. The novation in clause 13.9(a)(ii) will not take effect until the Owner has received a notice from the new Sponsor confirming that the new Sponsor consents to acting as the Sponsor for the Owner. The Effective Date may as a result be later than the date set out in the Participant Change Notice.
- c. The Owner will be taken to have consented to the events referred to in clause 13.9(a) by doing of any act which is consistent with the novation of the Sponsorship Agreement to the new Sponsor to (for example by giving an instruction to the new Sponsor), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.
- d. This Sponsorship Agreement continues for the benefit of the existing Sponsor in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause 13.9(a)(ii) not binding or effective on the Effective Date, then:
- i. this Sponsorship Agreement will continue for the benefit of the existing Sponsor until such time as the novation is effective, and
  - ii. the existing Sponsor will hold the benefit of this Sponsorship Agreement on trust for the new Sponsor.
- e. Nothing in this Sponsorship Agreement will prevent the completion of CHESSTransactions by the existing Sponsor where the obligation to complete those transaction arises before the Effective Date and this Sponsorship Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of this Sponsorship Agreement to the new Sponsor.
- ### 13.10 Claims for compensation
- The Owner acknowledges that:
- a. No compensation arrangements apply to the Owner
  - b. If the Sponsor breaches a provision of this Sponsorship Agreement and the Owner makes a claim for compensation pursuant to that breach, the ability of the Sponsor to satisfy that claim will depend on the financial circumstances of the Sponsor.
  - c. If the Sponsor breaches a provision of this Agreement, the Owner is not entitled to make a claim under the statutory compensation arrangements specified in the Corporations Act and Corporations Regulations.
- ### 13.11 Variation
- Should any of the provisions in the Sponsorship Agreement be inconsistent with the provisions in the ASX Settlement Rules, the Sponsor will, by giving the Owner not less than seven (7) Business Days written Notice, vary the Sponsorship Agreement to the extent to which is in the Sponsor's reasonable opinion is necessary to remove any inconsistency.
- ### 13.12 Termination
- a. Subject to the terms of this Agreement and the ASX Settlement Rules, this Sponsorship Agreement will be terminated upon the occurrence of any of the following events:
    - i. by notice in writing from either the Owner or the Sponsor to the other parties to the Agreement
    - ii. upon the Sponsor becoming insolvent
    - iii. upon the termination or suspension of the Sponsor, or
    - iv. upon giving of Withdrawal Instructions by an Owner to a Controlling Participant in accordance with Rule 7.1.10(c).
  - b. Termination under clause 13.12(a)(i) will be effective upon receipt of Notice by the other parties to the Agreement.
- The Sponsor may, in accordance with the ASX Settlement Rules and subject to the approval of Bell Potter Capital, appoint any agent, independent contractor or other third party to perform any of its obligations or take any action required by it under this Agreement or the ASX Settlement Rules.
- ## 14. Security
- ### 14.1
- For the purposes of securing the due and punctual payment and satisfaction of the Secured Moneys, the Owner, as legal and beneficial owner (or where the Owner is a trustee of a trust, as legal owner), mortgages to Bell Potter Capital all of its right, title and interest in and to the GEI Securities.
- ### 14.2
- All Further Securities and Rights (where appropriate) will be applied to the Participant Sponsored Holding established pursuant to this Agreement. The Further Securities and Rights will be subject to the Mortgage.
- ### 14.3
- The Owner shall deposit with Bell Potter Capital (or its nominee) all certificates (if any) evidencing any GEI Securities referred to in clause 14.1.
- ### 14.4
- The Owner shall:
- a. pay all calls, instalments or other

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- moneys which are payable in respect of the GEI Securities, and
- b. acquire or dispose of Rights upon the request of Bell Potter Capital if failure to take up or dispose of such Rights (as the case may be) might, in Bell Potter Capital's reasonable discretion, result in this Agreement being materially lessened in value.
- 14.5 The Owner may, subject to clauses 14.9, 15 and 23:
- a. retain and apply for its own use any Distribution or return of capital payable in respect of the GEI Securities, and
  - b. exercise the right to vote in respect of the GEI Securities and exercise the right to acquire any further securities in the Company.
- 14.6 Without limiting any rights, powers or remedies conferred upon Bell Potter Capital by this Agreement or by law, at any time, whether before or after the occurrence of an Event of Default, Bell Potter Capital may:
- a. insert the name of Bell Potter Capital or its nominee (or, but only after an Event of Default has occurred or the Borrower has given a notice in accordance with clause 24.1(b), the name of any purchaser pursuant to a power of sale conferred by law or the power of sale referred to in clause 15.2) in all or any transfer document (Transfers) (and other relevant documents, if any) relating to the GEI Securities
  - b. in the name of the Owner sign, seal and deliver all or any of those Transfers (and those other relevant documents)
  - c. cause all or any of those Transfers to be registered, and
  - d. deliver the certificates (if any) deposited with Bell Potter Capital in respect of the GEI Securities (and/or any certificate issued consequent upon such registration of the Transfers) to any such nominee (or any such purchaser).
- 14.7 The Mortgage is intended to be a first ranking Security Interest which shall remain in full force and effect until the whole of the Secured Moneys have been paid or satisfied in full.
- 14.8 The Owner agrees to do anything necessary for the purposes of:
- a. ensuring that the Mortgage is enforceable, perfected and otherwise effective, or
  - b. enabling Bell Potter Capital to apply for registration, or give any notification, in connection with the Mortgage so that the Mortgage has the priority contemplated by this Agreement, or
  - c. enabling Bell Potter Capital to exercise its rights in connection with the Mortgage.
- The undertaking under clause 14.8(a) shall include doing anything necessary to perfect the Security Interest created by the Mortgage for the purposes of the PPSA, including where Bell Potter Capital elects to perfect the Mortgage by way of control (whether in addition to or instead of by way of registration), agreeing to any amendments that may be required to the provisions of clauses 12 or 13 to achieve this. Bell Potter Capital shall be entitled to rely on the provisions of clause 27.3 to give effect to this clause.
- 14.9 Where the GEI Securities comprise an investment in a MIS the Owner must, unless otherwise permitted by Bell Potter Capital, reinvest all Distributions paid in respect of those GEI Securities back into that MIS and those further investments shall form part of the Further Securities. To the extent that any amount is required to be withheld or deducted from a Distribution by the responsible entity of an MIS, the Owner must pay to Bell Potter Capital an amount equal to the amount withheld or deducted and such amount will be applied towards a further investment in the MIS. This additional investment shall also form part of the Further Securities.
- ### 15. Events of default
- 15.1 Each of the following events shall be an Event of Default:
- a. the Borrower, or any Guarantor fails to pay any Drawing, interest or any other moneys when due in accordance with this Agreement and such failure continues for more than three Business Days
  - b. the Borrower or Owner breaches an undertaking given in clause 9.2
  - c. the Borrower, or any Guarantor fails to duly and punctually perform or comply with any of their respective obligations under this Agreement (other than a payment obligation or an undertaking given in clause 9.2) and, where capable of remedy, such failure continues for more than five Business Days after written notice from Bell Potter Capital
  - d. any representation or warranty made by any person in connection with this Agreement proves to have been materially incorrect or misleading when made and, where capable of remedy, is not remedied within five Business Days
  - e. where the Borrower or a Guarantor is a body corporate:
    - i. an application is made for an order, a meeting is convened to consider a resolution, a resolution is passed or an order is made that the Borrower or the Guarantor be wound up or otherwise dissolved and/or that an administrator, a liquidator or provisional liquidator of the Borrower or the Guarantor be appointed, or
    - ii. a receiver, receiver and manager, administrator, controller, trustee or similar officer is appointed in respect of all or any part of the business, assets or revenues of the Borrower or the Guarantor
  - f. the Borrower, or a Guarantor, becomes insolvent or is subject to any arrangement, assignment or composition, or protected from any creditors or otherwise unable to pay their respective debts when they fall due
  - g. any government, governmental agency, department, commission, or other instrumentality seizes,

## 14.0 LOAN AND SECURITY AGREEMENT

- confiscates, or compulsorily acquires (whether permanently or temporarily and whether with payment of compensation or not) any of the GEI Securities
- h. any litigation, administrative proceedings or other procedure for the resolution of disputes is commenced in which the title of the Owner to any of the GEI Securities, will or might be impeached or the Owner's enjoyment, or Bell Potter Capital's rights under this Agreement, or to any of the GEI Securities, will or might be restrained or otherwise hindered
- i. any of the GEI Securities that are listed on the ASX ceases, or in the reasonable opinion of Bell Potter Capital are likely to cease, to be quoted on the ASX or are, or in the reasonable opinion of Bell Potter Capital are likely to be, suspended from trading
- j. if the GEI Securities include interests in a MIS, the responsible entity of any such MIS suspends redemptions, or in the reasonable opinion of Bell Potter Capital is likely to suspend redemptions
- k. there occurs an event which is or may be, in Bell Potter Capital's opinion, a Material Adverse Change.
- 15.2 If an Event of Default occurs Bell Potter Capital may, without being obliged to do so and notwithstanding any waiver of any previous default, and in addition to any other rights or remedies conferred by this Agreement or by law, but subject to clause 24:
- a. declare the Drawings, accrued interest and all other sums which are accrued and due hereunder (whether or not presently payable) to be, whereupon these amounts shall become, immediately due and payable without further demand, notice or other legal formality of any kind and/or
- b. declare the Facility terminated whereupon the obligations of Bell Potter Capital hereunder shall immediately cease and/or
- c. do all acts and things and exercise all rights, powers and remedies that the Owner could do or exercise in relation to the GEI Securities including, without limitation, the power to without any notice to the Borrower or the Owner:
- i. take possession and assume control of the GEI Securities
- ii. receive all Distributions (whether monetary or otherwise) made or to be made in respect of the GEI Securities
- iii. sell or agree to sell, or request redemption of, the GEI Securities (whether or not Bell Potter Capital has taken possession) at their Market Value at the time of sale and on such other terms as Bell Potter Capital may reasonably determine
- iv. employ solicitors, accountants, and other consultants on such terms as Bell Potter Capital may reasonably determine
- v. carry out and enforce, or refrain from carrying out or enforcing, rights and obligations of the Owner which may arise in connection with the GEI Securities, or be obtained or incurred in the exercise of the rights, powers and remedies of Bell Potter Capital
- vi. institute, conduct, defend, settle, arrange, compromise and submit to arbitration any claims, questions or disputes whatsoever which may arise in connection with the GEI Securities or in any way relating to this Agreement, and to execute releases or other discharges in relation thereto, and
- vii. execute documents on behalf of the Owner under seal or under hand, and any moneys which Bell Potter Capital may reasonably incur by reason of doing any of the above shall form part of the Secured Moneys.

## 16. Appointment of receiver

- 16.1 Immediately upon or at any time after the occurrence of an Event of Default, Bell Potter Capital may appoint in writing any person to be a receiver or receiver and manager (the Receiver) of any GEI Securities and:
- a. the Receiver may be appointed by Bell Potter Capital on such terms as Bell Potter Capital may reasonably determine
- b. Bell Potter Capital may remove a Receiver and may appoint another in his place
- c. Bell Potter Capital may from time to time determine the remuneration of the Receiver, and
- d. if two or more persons are appointed as Receiver they may be appointed jointly and/or severally and may be appointed in respect of different parts of the GEI Securities.
- 16.2 Unless and until Bell Potter Capital by notice in writing to the Owner and to the Receiver requires that the Receiver act as agent of Bell Potter Capital, or until an order is made or resolution is passed for the winding up of the Owner, the Receiver shall be the agent of the Owner, and the Owner alone shall be responsible for the acts and defaults of the Receiver, but in exercising any powers of Bell Potter Capital, the Receiver shall have the authority of both the Owner and Bell Potter Capital.
- 16.3 Subject to any specific limitations placed upon him by the terms of his appointment, the Receiver may, in addition to any right, power or remedy conferred upon him by law, do any act, matter or thing and exercise any right, power or remedy that may be done or exercised by Bell Potter Capital in relation to the GEI Securities.
- ## 17. Default interest
- 17.1 If the Borrower fails to pay when due any moneys payable under this Agreement, the Borrower shall pay interest on such moneys from and including the due date to the date of actual payment (after as well as before judgment) at a rate of interest

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per annum determined by Bell Potter Capital provided the rate does not exceed the aggregate of 4 per cent per annum and the Applicable Interest Rate.

17.2 Interest at the rate or rates determined from time to time in accordance with clause 17.1 shall accrue from day to day, be calculated on the basis of the actual number of days elapsed and a 365 day year (including the first day of the period during which it accrues but excluding the last). Such interest shall be payable from time to time upon written demand and be compounded at such intervals as Bell Potter Capital considers appropriate being not less than 30 days.

### 18. Early unwind and other costs

18.1 The Borrower shall reimburse Bell Potter Capital (and the Nominee) for any and all losses, liabilities, damages, costs and expenses which may be incurred by Bell Potter Capital arising out of or in connection with:

- a. any Event of Default, including, without limiting the generality of this provision, a failure to comply with clause 23 of this Agreement
- b. the proper exercise of any right, power or remedy contained, referred to or implied in this Agreement
- c. Bell Potter Capital acting in good faith on instructions which reasonably appear to Bell Potter Capital to have been provided by the Borrower or the Owner, or any authorised representative, whether via facsimile, telephone, orally, or electronic means
- d. a proposed Drawing not being made available in accordance with the request for any reason except the default of Bell Potter Capital
- e. the disposal or acquisition of GEI Securities by an Owner under the terms of clause 25
- f. any repayment of a Drawing prior to its Final Maturity Date or a Drawing becoming due for repayment prior to its Final Maturity Date (whether pursuant

to clause 4, 23, 25 or otherwise), including, without limitation, any Fixed Rate Break Amount and any loss or expense incurred in respect of:

- i. Bell Potter Capital obtaining or unwinding (as the case may be) any appropriate form of risk hedging or management agreement (or instrument of similar effect including any put or call option) with respect to this Agreement, the funding of the Drawing, the acquisition or disposition of any of the GEI Securities or the management of the risks arising from the limited recourse provisions in clause 24 (including, without limitation, any equity risk hedging instruments) or
- ii. the exercise, non-exercise or the prevention or inability by Bell Potter Capital to exercise any rights under any such risk hedging or risk management agreement (or instrument of similar effect, including any put or call option), or
- iii. the acquisition by Bell Potter Capital of any Further Securities (including the price of such securities) in any of the circumstances contemplated by clause 23.

18.2 If Bell Potter Capital reasonably determines that any Official Directive directly or indirectly:

- a. increases or is reasonably likely to increase the cost to Bell Potter Capital of providing, funding or maintaining a Drawing, or
- b. reduces or is reasonably likely to reduce any amount received or receivable by Bell Potter Capital, or its effective return, in connection with a Drawing, or
- c. reduces or is reasonably likely to reduce Bell Potter Capital's return on capital allocated to a Drawing, or its overall return on capital,

then provided Bell Potter Capital notifies the Borrower of such Official Directive by no later than 30 days before the next Interest Reset Date for that Drawing the Borrower

shall be obliged to pay to Bell Potter Capital the amounts that are reasonably necessary to compensate Bell Potter Capital for any increase or reduction described in paragraphs (a) to (c) suffered by Bell Potter Capital in respect of the Drawing in the period following that next Interest Reset Date.

18.3 Except to the extent of any negligence, fraud or willful default on the part of Bell Potter Capital, Bell Potter Capital shall not be responsible for any losses of any kind suffered by the Borrower as a result of:

- a. the exercise or attempted exercise of any of the rights, powers or remedies of Bell Potter Capital under this Agreement, or
- b. any failure by Bell Potter Capital to exercise any of its rights, powers or remedies under this Agreement.

18.4 In exercising any right or performing any obligation to acquire or dispose of GEI Securities under this Agreement, whether at the request of the Borrower or Owner or otherwise, Bell Potter Capital shall have no obligation to ensure that such acquisition or disposal occurs at any given time or at any given price, other than its obligations to dispose of GEI Securities at Market Value under clauses 15.2(c)(iii) and 24.5(a).

### 19. Guarantee and third party provisions

19.1 a. This clause 19 shall apply to the Guarantors.

b. The amount of the Guarantor's liability as guarantors under this clause 19 is limited to the Secured Moneys.

c. The liability of a Guarantor (and if more than one, then each of them) under this clause 19 is joint and several.

19.2 a. The Guarantors unconditionally and irrevocably guarantee to Bell Potter Capital the due and punctual payment and satisfaction of the Secured Moneys by the Borrower.

b. Subject to clause 24, if the whole or any part of the Secured Moneys:

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- i. is irrecoverable or has never been recoverable by Bell Potter Capital from the Borrower or from the Guarantors as surety, or
- ii. cannot be enforced against the Borrower or against the Guarantors as surety, or
- iii. is not paid to Bell Potter Capital for any other reason in any case for any reason whatsoever including, without limitation, by reason of:
  - any legal limitation, disability, incapacity, lack of any power or lack of authority of or affecting any person, or
  - any of the transactions relating to the Secured Moneys being void, voidable or unenforceable (whether or not the matters or facts relating thereto have been or ought to have been within the knowledge of Bell Potter Capital),

then the Guarantors undertake to pay to Bell Potter Capital the amounts necessary to compensate Bell Potter Capital for any losses, damages, costs and expenses suffered by Bell Potter Capital as a consequence.

- c. Subject to clause 24, if the Borrower defaults in the due and punctual payment or satisfaction of any of the Secured Moneys, the Guarantors shall pay the whole amount of the Secured Moneys to Bell Potter Capital within 5 Business Days of demand. Bell Potter Capital may make such a demand on the Guarantors from time to time and whether or not demand has been made on the Borrower.
- d. Subject to clause 22, Guarantors shall pay to Bell Potter Capital within 5 Business Days of demand an amount equal to the amount of the losses, damages, costs and expenses referred to in clause 19.2(b). Bell Potter Capital may make such a demand from time to time and whether or not demand has been made on the Borrower.

19.3 The Guarantors agree that their liability under clause 19.2(b) is that of principal debtor.

19.4 The Guarantors' obligations under this Agreement shall be absolute and unconditional in any and all circumstances and shall not be prejudiced, released or otherwise affected by any one or more of the following (whether occurring with or without the consent of or notice to any person):

- a. any release, failure or agreement not to sue, discharge, termination, relinquishment, compromise, release, waiver, concession, indulgence, replacement, amendment, variation, increase, decrease or compounding of the obligations of the Borrower, the Guarantor or of any other person under this Agreement or of any of the Secured Moneys
- b. any of the obligations of the Borrower or any other person under this Agreement being or becoming wholly or partially illegal, void, voidable or unenforceable, whether by reason of any law or for any reason whatsoever
- c. any delay, laches or acquiescence on the part of Bell Potter Capital or any other person
- d. the exercise or failure to exercise by Bell Potter Capital of any Security Interest
- e. any part of the moneys forming part of the Secured Moneys being or becoming irrecoverable or never having been recoverable or any part of the obligations forming part of the Secured Moneys being or becoming unenforceable or never having been enforceable
- f. any non-compliance by Bell Potter Capital or any other person with the provisions of any law or with any provision of this Agreement
- g. any law or judgement staying or suspending all or any of the rights of Bell Potter Capital against the Borrower, a Guarantor, or any other person (by operation of law or otherwise)
- h. any person becoming or not

becoming a guarantor of the Secured Moneys or any part thereof or any discharge or release of any such person

- i. the insolvency, bankruptcy, winding up, receivership or administration of the Borrower, a Guarantor or any other person
- j. any setting aside or avoidance of any payment by the Borrower, a Guarantor or any other person
- k. any other fact, matter, circumstance or thing whatsoever which, but for this provision, could or might operate to prejudice, release, discharge or otherwise affect the Borrower's or a Guarantor's obligations under this Agreement.

19.5 Subject to clause 24, Bell Potter Capital shall not be required to proceed against the Borrower or exhaust any remedies it may have against the Borrower or enforce this Agreement but shall be entitled to demand and receive payment from the Guarantors when any payment is due under this Agreement and/or to proceed directly against the GEI Securities.

19.6 Unless and until the whole of the Secured Moneys have been paid or satisfied in full, the Guarantors shall not make any claim for any sum paid under this Agreement or enforce any rights which they may have (whether by way of defence, indemnity, setoff, counterclaim, contribution, subrogation or otherwise) against the Borrower or its property or as against Bell Potter Capital.

### 20. Set-off

- a. Subject to clause 24, Bell Potter Capital may (in addition to any general or banker's lien, right of setoff, right to combine accounts or any other right to which it may be entitled), without notice to the Borrower or any other person, setoff and apply any credit balance (or any part thereof in such amounts as Bell Potter Capital may elect) on any account (whether such account is subject to notice or not and whether matured or not) of the Borrower with Bell Potter Capital and any other moneys owing by Bell Potter Capital to the Borrower against the Secured

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Moneys.

- b. Bell Potter Capital may (in addition to any general or banker's lien, right of setoff, right to combine accounts or any other right to which it may be entitled), without notice to a Guarantor or any other person, setoff and apply any credit balance (or any part thereof in such amounts as Bell Potter Capital may elect) on any account (whether such account is subject to notice or not and whether matured or not) of that Guarantor with Bell Potter Capital and any other moneys owing by Bell Potter Capital to the Guarantor against any amounts owing by the Guarantor under this Agreement.
- c. In the event that any amount which is sought to be set-off by Bell Potter Capital under clauses 20 (a) and (b) above is the subject of a bona fide dispute then Bell Potter Capital's right of set-off under those clauses shall be suspended pending the outcome of any dispute resolution process which is undertaken by the relevant parties in respect of that dispute.

### 21. Notices

- 21.1 Except where otherwise permitted under this Agreement, all notices and other communications required by this Agreement to be in writing shall be given by the relevant party and shall be:
  - a. sent to the recipient by hand, prepaid post (airmail if outside Australia), facsimile or electronically, or
  - b. by posting on the GEI website or BPC Online where a notice or communication from Bell Potter Capital can be given this way.
- 21.2 A notice or other communication shall be deemed to be duly received:
  - a. if sent by hand, when left at the address of the recipient
  - b. if sent by prepaid post, 3 days after the date of posting,
  - c. if sent electronically, simultaneously with the sender initiating the electronic delivery of that notice unless the sender's machine receives a report indicating that the notice was not delivered, or

- d. if posted on the GEI website or BPC Online, at the time of posting.
- 21.3 All notices and other communications sent shall be sent to the addresses of the respective parties as set out in the most recent Loan Statement or as a party may notify to the other party in writing.
- 21.4 The Guarantors appoint the Borrower (or if more than one Borrower, then any of them) as their agent to receive all notices under this Agreement.

### 22. Assignment

- 22.1 The Borrower and the Guarantors shall not assign or otherwise transfer the benefit of this Agreement or any of their respective rights, remedies, powers, duties or obligations under this Agreement without the prior written consent of Bell Potter Capital.
- 22.2 The Borrower and each Guarantor:
  - a. authorise Bell Potter Capital to assign, transfer, novate and otherwise grant participations or subparticipations in, and can otherwise deal in any manner (including to grant any Security Interest over) all or any part of the benefit of this Agreement and any of Bell Potter Capital's rights, remedies, powers, duties and obligations under this Agreement to any person (including any trustee or manager, of a securitisation programme or otherwise and notwithstanding that such trustee or manager's liability may be limited by the terms of the novation or otherwise) without obtaining any further approval, consent or authorisation of the Borrower and the Guarantors
  - b. agree to, and to be bound by, any novation of this Agreement (or any part of it) whereby Bell Potter Capital's rights and obligations in the terms of this Agreement are assumed by another person (including any trustee or manager of a securitisation programme or otherwise and notwithstanding that such trustee or manager's liability may be limited by the terms of the novation or otherwise), and notwithstanding that the identity of that person is

not disclosed to the Borrower or the Guarantors prior to or upon such novation.

- 22.3 The Borrower and the Owner each appoint and authorise any attorney appointed by it under clause 27.3 of this Agreement to complete, sign and deliver or cause to be completed, signed and delivered as its attorney, any document that in the opinion of Bell Potter Capital is necessary or desirable to effect any proposed novation or any arrangement referred to in clause 22.2 of this Agreement.
- 22.4 In exercising or potentially exercising its rights under clause 22.2, Bell Potter Capital may, subject to any relevant law, disclose to any person information about the Borrower, the Guarantors, the Drawings, the Facility, the GEI Securities or this Agreement.
- 22.5 Bell Potter Capital may disclose to the ASX, ASX Ltd, ASX Settlement, ASX Clear, the Australian Securities and Investments Commission or other relevant regulatory authority, any information regarding the Owner or the GEI Securities, which the ASX, ASX Ltd, ASX Settlement, ASX Clear, the Australian Securities and Investments Commission or such regulatory authority may require.
- 22.6 Without limiting the previous provisions of this clause 22, Bell Potter Capital and/or its assignee or transferee is entitled to assign its rights and novate its obligations under this Agreement, or any part of this Agreement, to any trustee or manager of a securitisation programme.

### 23. Corporate actions

- 23.1 For the purpose of better securing the rights of Bell Potter Capital under this Agreement, the Owner shall deal with (including, without limitation, by way of acquisition or disposal) the GEI Securities or any part of the GEI Securities, as Bell Potter Capital may reasonably require.
- 23.2 Without limiting the generality of clause 23.1, in the event of:
  - a. a takeover offer, takeover announcement, restructure or



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- reconstruction of capital, or
- b. a bonus issue, stock split, consolidation, scheme of arrangement or other arrangement under which any Rights vest in or accrue to the Owner, or
- c. a rights issue or any other entitlement or right of the Owner to subscribe for or otherwise acquire any Further Securities or any allotment of Further Securities, or
- d. a special Distribution, return of capital, share buyback or other distribution;

which includes or applies to any of the GEI Securities (the Target Securities) then Bell Potter Capital may require the Owner, at the Owner's own cost, to do one or more of the following:

- i. sell or dispose of some or all of the Target Securities in such manner as Bell Potter Capital may reasonably require, including by way of acceptance of the takeover offer, takeover announcement or reconstruction, referred to in clause 23.2(a), or
- ii. sell or dispose of some or all of the GEI Securities (including any Rights), whether or not they form part of the Target Securities, in such manner as Bell Potter Capital may reasonably require, or
- iii. make any adjustment, or otherwise deal with the GEI Securities or Target Securities as Bell Potter Capital may reasonably specify, or
- iv. cause the proceeds of any special dividend, return of capital, share buy-back or other distribution to be paid to Bell Potter Capital, or
- v. contribute additional funds for the acquisition of Further Securities or make repayments of the relevant Drawing in order to assist in restoring Bell Potter Capital's security position including, for the

avoidance of doubt, where Bell Potter Capital's security position has been adversely affected by any withholding or deduction applied by any Company in respect of any special Distribution or return of capital or other distribution.

Bell Potter Capital shall not be liable to the Borrower or the Owner in relation to any action it may take or direct under this clause 23 provided it has acted in good faith to protect its interests and position under this Agreement and has not been fraudulent.

- 23.3 All proceeds arising from any disposal of any GEI Securities, the proceeds received from any Distribution or otherwise or funds contributed by the Owner in accordance with the requirements of this clause 23 shall be applied in such manner as Bell Potter Capital may reasonably determine to restore its security position including being used for the purchase of Further Securities (to be subject to this Agreement), retained by Bell Potter Capital as further security, paid to either the Borrower or the Owner, or applied in reduction of any Drawing. If any action under this clause 23 results in any early repayments of the whole or any part of a Drawing, then the terms of clauses 4 and 18 shall apply to that repayment even though it was not initiated by the Borrower or the Owner and a notice shall be deemed to have been given in terms of clause 24.1(b) so that clause 24.1(e) applies in the event that all the GEI Securities of the same Company, that are of the same class and relate to the same Drawing have been sold and the proceeds applied to repay the relevant portion of that Drawing.
- 23.4 Any failure by the Owner to comply with any direction or request for information issued by Bell Potter Capital under this clause 23 within such reasonable time as Bell Potter Capital may stipulate shall be deemed to be an Event of Default and Bell Potter Capital is hereby irrevocably authorised to take such steps as (in Bell Potter Capital's

opinion) are necessary to remedy such default, including the disposal of all or any part of the GEI Securities and/or the acquisition of Further Securities with the proceeds of such disposal or any other distribution. Bell Potter Capital may rely on the provisions of clause 27.3 for the purposes of this clause 23.

### 24. Limited recourse

- 24.1 a. Notwithstanding anything else contained in this Agreement (but subject to this clause 24), Bell Potter Capital shall be entitled to enforce its rights to the repayment of a Drawing by exercise of its rights under the Mortgage in respect of the GEI Securities that relate to that Drawing.
- b. Subject to Bell Potter Capital's rights under clause 27.12 and without limiting Bell Potter Capital's rights or the exercise of its rights under this Agreement or at law, upon written notice to Bell Potter Capital, the Borrower shall be entitled to request Bell Potter Capital to exercise its rights under the Mortgage to sell or otherwise dispose of any or all of the GEI Securities on a specified Business Day and apply the proceeds (after first applying those proceeds to pay any fees payable under clause 6(h)) in repayment of the portion of the Drawing to which those GEI Securities relate.
- c. The Borrower may give a notice under clause 24.1(b) at any time during the term of this Agreement, but any such notice may not be given or take effect in respect of a Drawing after the date that is five Business Days before its Final Maturity Date. The provisions of clause 4.4 shall apply in respect of the resulting early repayment of that Drawing.
- d. A notice shall be required to be given under clause 24.1(b) by no later than 12.00pm on the Business Day specified in that notice in order for Bell Potter Capital to give effect to that request on that day. Any notice given after 12.00pm on the specified Business Day may, at Bell Potter Capital's election, be

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treated as specifying the following Business Day.

- e. Bell Potter Capital hereby agrees that notwithstanding any other provision contained in this Agreement its recourse against the Borrower arising from the non payment of any Drawing or part thereof shall be limited to the amounts received by Bell Potter Capital upon exercise of its rights under the Mortgage in respect of the GEI Securities relating to that Drawing or part thereof.
- 24.2 If Bell Potter Capital does not recover the full amount of that portion of a Drawing to which the relevant GEI Securities specified in clause 24.1(e) relate by the enforcement of its rights under the Mortgage in respect of those GEI Securities, Bell Potter Capital may not seek to recover the shortfall in respect of that portion of the Drawing by:
- a. bringing proceedings against the Borrower or any Guarantor, or
  - b. applying to have the Borrower or any Guarantor wound up or made bankrupt or proving in the winding up or bankruptcy of the Borrower or any Guarantor, unless another creditor has initiated proceedings to wind up the Borrower or the Guarantor or for the bankruptcy of the Borrower or the Guarantor.
- 24.3 Before giving any notice under clause 24.1(b) nominating a date before the Final Maturity Date of a Drawing for the exercise of Bell Potter Capital's rights under the Mortgage, the Borrower must first pay to Bell Potter Capital all (or such lesser amount as Bell Potter Capital notifies the Borrower) interest, fees and other moneys (but not the Drawing) then accrued and due under this Agreement (whether or not yet payable) (including without limitation any Early Repayment Fee and any amounts to be reimbursed under clause 18).
- 24.4 Nothing in this clause 24 affects any of the other obligations and duties of the Borrower or any Guarantor arising under this Agreement (including the obligation of the Borrower to pay the Early Repayment

Fee), or the rights and remedies of Bell Potter Capital in the event of any breach or default relating to such other obligations and duties. For the avoidance of doubt, this clause 24 does not limit the rights of Bell Potter Capital to claim payment or to enforce its rights under the Mortgage in respect of any interest, fees and other moneys (but not the Drawing) then accrued and due under this Agreement (whether or not yet payable) (including without limitation any Early Repayment Fee and any amounts to be reimbursed under clause 18).

- 24.5 Where Bell Potter Capital sells any of the GEI Securities pursuant to a request made or deemed to be made under clause 24.1(b) (including such a request as affected by the exercise of Bell Potter Capital's rights under clause 27.12):
- a. the GEI Securities shall be sold at their Market Value at the time of sale and on such other terms as Bell Potter Capital may reasonably determine
  - b. the proceeds from the disposal of any of the GEI Securities shall be applied as follows:
    - i. firstly to pay any fee payable under clause 6.2(c), secondly to repay the portion of any Drawing to which those GEI Securities relate; thirdly to repay any other portion of a Drawing that the Borrower directs in writing; fourthly to pay any interest, fees and other Secured Moneys then accrued and due under this Agreement (whether or not yet payable) (including without limitation any Early Repayment Fee and any amounts to be reimbursed under clause 18), and
    - ii. then any balance remaining shall be paid to the Borrower's nominated account or as the Borrower otherwise directs.
- 24.6 For the purposes of this clause 24, the GEI Securities that relate to a portion of a Drawing are the Initial Securities that were purchased using that portion of the Drawing, or which

were drawn against, and any Further Securities and Rights relating to those Initial Securities.

## 25. Trading in GEI Securities

- 25.1 If on any day prior to the Final Maturity Date of a Drawing, the Market Value of any GEI Securities acquired with that Drawing on that day has risen by more than 5 per cent above the GEI Security Loan Amount of those GEI Securities, then, provided no Event of Default is then continuing and no notice has been given in accordance with clause 24.1(b), the Borrower and the Owner may, with the consent of Bell Potter Capital, request that some or all of the GEI Securities be sold, redeemed or otherwise disposed of, but subject always to the terms of this clause.
- 25.2 If Bell Potter Capital agrees to any request from the Borrower and/or the Owner under this clause 25, all proceeds relating to the GEI Securities which are sold, redeemed or otherwise disposed of pursuant to any request from the Borrower and/or the Owner under this clause 25, will be firstly used to pay any fee payable under clause 6.2(i) and then invested by Bell Potter Capital on behalf of the Borrower and/or Owner into the Investment Trust and this investment shall form part of the Further Securities.
- 25.3 Subject to Bell Potter Capital's rights under clause 27.12, the Borrower shall be entitled to dispose of some or all of the investment in the Investment Trust acquired in accordance with clause 25.2 to:
- a. repay the whole or portion of the Drawing that is referable to this investment in the Investment Trust, or
  - b. to re-acquire an identical number and type of Further Securities (and in the same Company) as those GEI Securities which were previously sold pursuant to the request of the Borrower and/or the Owner under this clause 25,
- provided that the Borrower first pays to Bell Potter Capital all (or such lesser amount as Bell Potter Capital notifies the Borrower):

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- i. interest, fees and other charges and expenses then accrued and due under this Agreement (whether or not yet payable), including any fee payable under clause 6.2(i)
  - ii. amounts payable under any indemnity obligation under clause 18, including any costs arising from any early repayment of a Drawing prior to its Final Maturity Date under clause 25.3(a), and
  - iii. an amount equal to any shortfall between the proceeds from the disposal of the Investment Trust investment and the cost of acquiring the Further Securities where the Borrower exercises its rights under clause 25.3 (b).
- 25.4 Any amount remaining invested in the Investment Trust that were acquired in accordance with clause 25.2 after any disposal of some or all of the Investment Trust investment as described in clause 25.3 shall remain invested in the Investment Trust or, if so instructed by the Borrower, shall be redeemed and the proceeds paid to the Borrower and/or the Owner.
- 25.5 Any request under clause 25.1 to sell GEI Securities that are listed on the ASX can be made on the basis that the GEI Securities are sold "at market" or at a price specified by the Borrower or Owner. If a price is specified, then it is acknowledged that:
- a. the specified price may not be obtained, and
  - b. the sale order will lapse and not be acted on if the GEI Securities have not been sold by the close of trading on the day in respect of which the request is made.
- 25.6 Bell Potter Capital shall, on behalf of the Borrower and Owner, give an instruction to sell, redeem or otherwise dispose of GEI Securities pursuant to a request under clause 25 on the date of receipt of that request, provided that if the request is not received on a Business Day or is received after 12.00pm on any Business Day it may, at Bell Potter Capital's election, be treated as having been given on the next Business Day.
- 25.7 All requests under this clause 25 to sell any GEI Securities must, unless Bell Potter Capital consents otherwise, include all GEI Securities held by the Borrower that are issued in the same Company, are of the same class and relate to the same Drawing.
- 25.8 Bell Potter Capital may charge the GEI Securities brokerage fee referred to in clause 6.2(i) in respect of any sale or purchase of any GEI Securities under this clause.
- ### 26. Use of BPC Online
- 26.1 This clause applies to access and dealings by the Client (and their designated financial adviser) in relation to the Facility through the service provided via Bell Potter Capital's internet site at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) if the Borrower elects to be able to access BPC Online for this purpose:
- a. Bell Potter Capital will provide the Client with a BPC Online Login and a password to allow the Client access to information on the Facility any may allow certain instructions to be provided via BPC Online
  - b. any instruction provided by the Client will be deemed to have been placed at the time it is received by Bell Potter Capital rather than the time when it is sent. If the Client does not receive a receipt for its instructions and the Client is uncertain if Bell Potter Capital has received the instructions, the Client should call the Client Service team on 1800 787 233 for information
  - c. Bell Potter Capital is entitled to rely on any instruction that reasonably appears to have been sent by the Client or any person authorised by the Client in writing to issue instructions to Bell Potter Capital in respect of any transactions contemplated under this Agreement. The Client will take full responsibility for, and will compensate Bell Potter Capital in respect of, any loss or claim relating to any dealing which Bell Potter Capital undertakes based on such instructions even in the event of the unauthorised use of the Client's password or login or the interference with messages sent to Bell Potter Capital
- d. the Client will not provide its login or password to anyone else and will keep it confidential and secure against improper or unauthorised use. The Client also agrees to keep confidential any information or data obtained at any time by using BPC Online
  - e. if the Client becomes aware of any unauthorised use of its login or password or suspects the breach of any of these conditions of use, the Client will advise Bell Potter Capital by telephoning the Client Service team on 1800 787 233 immediately
  - f. the Client agrees not to interfere with or damage (or attempt to interfere with or damage) any code, data or software associated with BPC Online
  - g. anything associated with or available through BPC Online belongs to Bell Potter Capital or other third persons and is protected by intellectual property rights. The Client will be responsible, and indemnify Bell Potter Capital accordingly, for any unauthorised use or copying of such property
  - h. Bell Potter Capital will use reasonable efforts to provide (but does not warrant to provide) access to BPC Online at all reasonable times and provide reliable data and information, to the extent that it is within its control
  - i. the Client releases Bell Potter Capital from any obligation or liability of any kind which Bell Potter Capital may have to the Client with respect to the content, accuracy or use of the information accessed via BPC Online or any part of it. The Client also releases Bell Potter Capital from any liability for any unavailability, delay or interruption in the provision

## 14.0 LOAN AND SECURITY AGREEMENT

of information via BPC Online whether or not caused by Bell Potter Capital, its employees or agents

- j. Bell Potter Capital reserves the right to suspend or terminate access or use of BPC Online by the Client at any time and for any reason. Where any additional or supplemental terms applicable to the use of any Bell Potter Capital website or electronic service are directly inconsistent with this Agreement, the terms of this Agreement shall prevail.

### 27. Miscellaneous

- 27.1 The Borrower hereby consents to Bell Potter Capital disclosing to any Guarantor the following information:
- a copy or summary of this Agreement and related material evidencing the obligations of the Borrower to be guaranteed
  - a copy of any formal demand that may be sent from time to time by Bell Potter Capital to the Borrower, and
  - on request by any Guarantor, a copy of the latest relevant statements of account (if any) relating to the Facility provided to the Borrower.
- 27.2 The Guarantors give the undertakings in clause 19 in return for Bell Potter Capital agreeing to provide the Facility to the Borrower.
- 27.3 The Borrower and the Owner each irrevocably appoint Bell Potter Capital and each officer or employee of Bell Potter Capital having the word "director" in their title, severally, the attorneys of the Borrower and the Owner respectively to do (either in the name of the Borrower or the Owner (as the case may be) or the attorney) all acts and things:
- that the Borrower or the Owner (as the case may be) is obliged to do under this Agreement but has failed to do within such reasonable period as Bell Potter Capital may require upon notice to the Borrower or that the Borrower or the Owner (as the case may be) is obliged to do under the Sponsorship Agreement, or
- which, in the opinion of Bell Potter Capital, are necessary or desirable in connection with the GEI Securities or the protection or perfection of Bell Potter Capital's interests or the exercise of the rights, powers and remedies of Bell Potter Capital under (as may be applicable) this Agreement, or the Sponsorship Agreement, or
  - which the Borrower or the Owner can do as owner of the GEI Securities (including transfers, exercising of options and rights, redemption requests, applications for certificates, any notification or direction that may be required or desirable to be given to any share registry, Company or CHESS in respect of the GEI Securities or the Borrower or Owner, and any conversion or transfer of the GEI Securities to a new HIN), or
  - which the Borrower or the Owner have authorised Bell Potter Capital to undertake on their behalf including to apply for and redeem or sell any or all of the GEI Securities and to take up or dispose of any rights or other entitlements accruing from time to time in respect of any GEI Securities, or
  - which may be required to give effect to clause 27.5.
- 27.4 Any failure or delay of Bell Potter Capital to exercise any right or remedy under this Agreement will not operate as a waiver of any right or remedy. The exercise of a single right or remedy by Bell Potter Capital under this Agreement will not prevent Bell Potter Capital from exercising any other right or remedy. The rights and remedies of Bell Potter Capital under this Agreement are cumulative and are not exclusive of any other rights and remedies provided by law.
- 27.5 Upon notice to the Borrower and the Guarantors Bell Potter Capital may make any variation to the terms of this Agreement if, in Bell Potter Capital's reasonable opinion, the variation does not materially prejudice the interests of the Borrower or the Guarantors.
- 27.6 A waiver by Bell Potter Capital shall only be effective if it is in writing signed by at least two officers of Bell Potter Capital.
- 27.7 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall be severed from this Agreement only in respect of that jurisdiction.
- 27.8 The obligations of the Borrower under clause 18.1 and of the Guarantors under clause 19.2(b) are continuing obligations of the Borrower and each of the Guarantors, separate and independent from their other obligations and shall survive the termination of this Agreement.
- 27.9 Except where this Agreement expressly provides otherwise, any consent requested of, or determination by, Bell Potter Capital may be:
- given or withheld by Bell Potter Capital in its absolute discretion, and
  - given unconditionally or subject to such conditions as Bell Potter Capital may reasonably determine.
- 27.10 If the performance by Bell Potter Capital of any of its obligations under this Agreement or related arrangements is prevented or delayed in whole or in part due to any circumstance which Bell Potter Capital is unable to control, this Agreement will nevertheless continue and remain in full force and effect but Bell Potter Capital will not be in default under this Agreement or otherwise liable for any loss, cost, expense or damage suffered by the Borrower, or any Guarantor for that reason only and Bell Potter Capital will be granted a reasonable extension of time to complete performance of its affected obligations.
- 27.11 Without limiting the terms of clause 18 or clause 27.10, Bell Potter Capital shall not be responsible for any loss, cost, expense or damage suffered by the Borrower or any Guarantor as a result of Bell Potter

## 14.0 LOAN AND SECURITY AGREEMENT

Capital acting in accordance with any request or direction from the Borrower or any Guarantor (including in relation to any sale of the GEI Securities).

27.12 Bell Potter Capital may require that any sale or other disposal of any GEI Securities prior to the Final Maturity Date, whether at the request of the Borrower or the Owner, include the entire parcel of GEI Securities that are issued in the same Company, are of the same class and relate to the same Drawing.

27.13 This Agreement shall be governed by and construed in accordance with the laws of New South Wales. The parties irrevocably and unconditionally submit to the nonexclusive jurisdiction of the courts of New South Wales.

27.14 Time shall be of the essence in respect of each and all of the respective obligations of the Borrower and each Guarantor hereunder.

27.15 This Agreement shall bind the Borrower and the Guarantors and the persons comprising them, jointly and severally.

27.16 Bell Potter Capital is authorised to act upon instructions sent by any means (including electronically or orally) which reasonably appear to be from the Borrower or the Owner, or any person authorised by the Borrower or the Owner in writing to issue instructions to Bell Potter Capital in respect of any transactions contemplated under this Agreement or any related arrangement.

27.17 In this brochure and Loan and Security Agreement, unless the context otherwise requires:

**Agreement** means this Loan and Security Agreement in Section 14 of the GEI Brochure.

**Applicable Interest Rate** means, in respect of each day in an Interest Period, the Applicable Interest Rate for that day as determined in accordance with clause 3.6.

**Application for Finance** means the application for finance form

attached to the GEI Brochure completed by a proposed Borrower and Guarantors (if any) and lodged with Bell Potter Capital.

**Approved Market Operator** has the meaning set out in the ASX Settlement Rules.

**AQUA Product** has the meaning set out in the ASX Settlement Rules.

**ASIC** means the Australian Securities and Investments Commission.

**ASIC Market Integrity Rules** means the ASIC/ASX Market Integrity Rules applying to trading on the market and all procedures, directions, decisions, requirements, customs, usages and practices of ASIC, as amended from time to time.

**ASX** means the Australian Securities Exchange.

**ASX Clear** means ASX Clear Pty Limited (ACN 001 314 503).

**ASX Clear Operating Rules** means the operating rules made by ASX Clear as in force from time to time.

**ASX Ltd** means ASX Limited (ACN 008 624 691).

**ASX Operating Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX, as amended from time to time.

**ASX Settlement** means ASX Settlement Pty Limited (ACN 008 504 532), approved under the Corporations Act to operate CHES.

**ASX Settlement Rules** means the operating rules made by ASX Settlement as in force from time to time.

**Bell Potter Capital** means Bell Potter Capital Limited (ABN 54 085 797 735) or any subsidiary of Bell Potter Capital Limited which may provide the Facility.

**Borrower** means the person identified as such in the Application for Finance and the Loan Statement.

**Business Day** means any Trading Day on which banks are open for business in Melbourne and Sydney.

**CHES** means the clearing house electronic subregister system to be operated by ASX Settlement.

**CHES Approved** in relation to GEI Securities, means GEI Securities which have been approved by the ASX Settlement in accordance with the ASX Settlement Rules.

**Client** means the Borrower and/or the Owner (if any).

**Company** means:

- any company which has issued any shares forming part of the GEI Securities, and/or
- any MIS or other managed investment schemes the interests in which form part of the GEI Securities, and/or
- any other managed fund the interests in which form part of the GEI Securities.

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

**Credit Limit** means the maximum amount available for drawdown by the Borrower under the Facility as set out in the Loan Statement.

**Crossing** means a transaction in respect of which the Trading Participant acts:

- on behalf of both buying and selling clients to that transaction, or
- on behalf of a buying or selling client on one side of that transaction and as Principal on the other side.

**Director** means, where the Borrower is a company, each director of the Borrower who signs the Application for Finance on behalf of the company.

**Distributions** means, any ordinary dividends, cash distributions or other income earned on GEI Securities.

**Drawing** means each advance of principal made or to be made under the Facility in accordance with clause 1, or so much thereof as remains outstanding from time to time.

## 14.0 LOAN AND SECURITY AGREEMENT

**Early Repayment Fee** means an early repayment fee equal to one (1) month's interest on the amount of any Drawing, or part thereof, that is repaid, calculated by reference to the Applicable Interest Rate for the Drawing at the time of the repayment plus, in the event that repayment occurs within 12 months of the advance of the Drawing, an amount equal to 1 per cent of the Drawing, or part thereof, that is repaid. No fee will be payable if repayment occurs within three (3) months of the Final Maturity Date of the Drawing.

**Event of Default** means any event specified as such in clause 15.

**Facility Margin** means in respect of a Drawing, the difference between the Applicable Interest Rate on the date of advance of the Drawing and the GEI Reference Rate on that date, as varied in accordance with clause 3.7.

**Final Maturity Date** means, in respect of a Drawing, the day which is notified to the Borrower in the GEI Cashflow Analysis for full repayment of that Drawing provided that if on that date any of the GEI Securities are unable to be transferred or redeemed as a result of circumstances beyond the control of Bell Potter Capital, then the Final Maturity Date for the portion of the Drawing to which those GEI Securities relate, shall be extended to the date upon which proceeds would be received in respect of those GEI Securities if they were transferred or redeemed upon the next date upon which they are able to be transferred or redeemed.

**Fixed Rate Break Amount** means the amount payable to compensate Bell Potter Capital for the early repayment of all or part of a Drawing where the Applicable Interest Rate at the date of repayment is a fixed rate, calculated in accordance with the following formula:

$$FRBA = [((1 + (rF - rM))^{N/365}) - 1] \times I$$

Where:

FRBA = Fixed Rate Break Amount

rF = the Applicable Interest Rate applying to the Drawing as at the date of repayment

rM = the Applicable Interest Rate that would apply to the Drawing if the repayment date was an Interest Reset Date and the GEI Reference Rate on that date was a rate for the period from the date of repayment to the next scheduled Interest Reset Date

I = the amount of the Drawing to be repaid

N = number of days from and including the date of repayment to, but excluding, the next scheduled Interest Reset Date

**Further Securities** means any shares, marketable securities, interests or units, as the case may be, in any Company which have been approved by Bell Potter Capital and which are acquired by or on behalf of the Owner wholly or partly with the proceeds of sale, redemption or buyback of any Initial Securities, Rights, or other GEI Securities or the proceeds arising from any Rights, which are acquired by or on behalf of the Owner as a result of an event described in clause 23.2 occurring in relation to any of the GEI Securities or which otherwise relate to any GEI Securities and:

- a. subject to paragraph (b) below, includes any securities or shares acquired by any reinvestment of Distributions, and
- b. does not include any securities or shares acquired by any reinvestment of ordinary Distributions pursuant to a dividend reinvestment plan offered in respect of any GEI Securities that are listed on the ASX.

**GEI Cashflow Analysis** means a written confirmation of the details of each Drawing from Bell Potter Capital to the Borrower after advance of each Drawing.

**GEI Brochure** means the brochure dated on/or about 11 November 2019 relating to the GEI Facility

and in which the terms of this Agreement are set out.

**GEI Facility** or **Facility** means the facility under which loans may be made available pursuant to this Agreement.

**GEI Reference Rate** means, in respect of a Drawing and on any date, the variable rate published on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) on that day or, where the Borrower has elected to fix its interest rate, the fixed interest rate for the period selected by the Borrower, published on the same website on that day.

**GEI Securities** or **GEI Security** means the Initial Securities, the Further Securities and the Rights but for the avoidance of doubt excludes any securities or shares acquired by reinvestment of ordinary Distributions pursuant to a dividend reinvestment plan offered in respect of any GEI Securities listed on the ASX.

**GEI Security Loan Amount** means an amount equal to the portion of a Drawing attributable to a particular GEI Security held within a GEI Facility. Within the Loan Statement this term will be referred to as "Protected Value".

**Guarantors** means the Owner (but only if the Owner is not the Borrower), the Directors or any other person who agrees in writing to bind themselves as personal guarantor for the Borrower's obligations on the terms set out in clause 19 of this Agreement.

**Initial Securities** means any shares, marketable securities, interests or units, as the case may be, in any Company which have been approved by Bell Potter Capital and which are either:

- a. acquired or to be acquired by the Owner with the proceeds of any Drawing or
- b. are owned by the Owner and offered as security for Drawing upon the terms set out in this Agreement,

as specified in the GEI Cashflow

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Analysis for that Drawing.

**Interest Period** has the meaning given to it in clause 3.5.

**Interest Payment Date** means:

- a. in respect of an Interest Period where the Applicable Interest Rate is a variable rate, the Interest Payment Date shall be the last day of that Interest Period, and
- b. in respect of an Interest Period where the Applicable Interest Rate is a fixed rate, the first day of that Interest Period provided that if that day is not a Business Day, then the Interest Payment Date shall be the next Business Day, unless the first day of an Interest Period is in June and the next Business Day is in July in which case the Interest Payment Date shall be the Business Day immediately preceding the first day of the Interest Period.

**Interest Reset Date** means:

- a. where the Applicable Interest Rate is a variable rate, each day in each Interest Period, and
- b. where the Applicable Interest Rate is a fixed rate, the day after the end of that fixed rate period.

**Investment Menu** means the list of securities that a Client can invest in with their Facility, as determined by Bell Potter Capital from time to time, and made available at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au) or via a hard copy obtained by calling 1800 787 233.

**Investment Trust** means the Bell Financial Trust (ARSN 164 391 119) or another MIS determined by Bell Potter Capital from time to time.

**ITS** means the integrated trading system operated by the ASX.

**Loan Amount** means an amount equal to the sum of all Drawings for a Facility, or where the context requires, the amount of a Drawing, or part thereof.

**Loan Establishment Fee** is the fee that a Borrower is required to pay to Bell Potter Capital on each day of

making a Drawing.

**Loan Statement** means a written confirmation including:

- a. your loan summary and loan transactions for the statement period
- b. a fixed rate summary (if you elected to fix your interest rate), and
- c. your portfolio summary, detailing the market value and GEI Security Loan Amount (or Protected Value) of each of your GEI Securities.

**Managed Investment Scheme** or MIS means an unlisted managed investment scheme (as defined by section 9 of the Corporations Act 2001 that is registered in accordance with section 601EB) acceptable for investment under the Facility, as determined by Bell Potter Capital from time to time.

**Market Value** means at any time either:

- a. for a GEI Security listed on the ASX, the price quoted on the ASX for that GEI Security at that time
- b. for a GEI Security which is an unlisted MIS, the redemption proceeds that would be received from the responsible entity, if Bell Potter Capital were to submit a redemption request on your behalf, at that time, or otherwise
- c. for any other GEI Security not covered under paragraph (a) or (b) above, the best price reasonably obtainable having regard to circumstances existing at that time.

**Material Adverse Change** means any event or change which, in Bell Potter Capital's reasonable opinion, has a material adverse effect on:

- a. the Borrower's, or any Guarantor's assets, revenue or financial condition, or
- b. the ability of the Borrower or any Guarantor to perform its respective obligations under this Agreement, or

- c. the ability of Bell Potter Capital to enter into or exercise any rights under any risk hedging, risk management, or other put or call option instrument associated with the minimisation and management of its risks associated with this Agreement.

**Mortgage** means the mortgage granted by the Owner in accordance with clause 14.

**Nominee** means the nominee nominated by Bell Potter Capital from time to time. As of the date of this Brochure, it is intended that BPC Custody Pty Ltd ACN 006 600 746 will act as nominee. If Bell Potter Capital appoints an alternate nominee, it will put a notice on the GEI website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

**Normal Trading Hours** means 9:00am to 5:00pm (Melbourne Time).

**Official Directive** means any new or amended law (including without limitation any law which imposes a tax on goods and services), order, official policy, directive or request of any governmental agency, or any change in any interpretation or administration of any law, order, official policy, directive or request of any governmental agency.

**Owner** means the person noted as such in the Application for Finance, the Loan Statement or otherwise agreed by Bell Potter Capital, but if no person is specified, then it means the Borrower.

**PPSA** means the Personal Property Securities Act 2009.

**Participant Sponsored Holding** has the meaning specified in the ASX Settlement Rules.

**Principal** in the context of the Trading Participant acting or trading on its own behalf "as Principal", includes a reference to the Trading Participant acting or trading on its own behalf or on behalf of a related body corporate.

**Rights** means all of the Owner's right, title and interest in and to all Distributions, bonus shares, rights

## 14.0 LOAN AND SECURITY AGREEMENT

issues, options, warrants, notes, convertible instruments, securities and other instruments of any kind whatsoever, and all allotments, accretions, offers, benefits and advantages whatsoever, now or hereafter made, granted, issued or otherwise distributed in respect of, in substitution for, in addition to, or in exchange for, the Initial Securities or the Further Securities including all rights to claim under the National Guarantee Fund in relation to the purchase or sale of any Initial Securities or Further Securities in terms of this Agreement.

**Rules** means one or more of the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules and the ASX Settlement Operating Rules, as the case requires.

**Secured Moneys** means all moneys, obligations and liabilities of any nature whatsoever that may now be, or might at any time in the future become or remain, due, owing or payable, whether actually or contingently, by the Borrower or the Owner to Bell Potter Capital on any account or for any reason whatsoever under the provisions of this Agreement.

**Securities Selection Form** means the form with which you can select your Initial Securities. This form is available on the GEI website and must be completed and returned to the address indicated on the form.

**Security Interest** includes any mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, arrangement for the retention of title and any other right, interest, power or arrangement of any nature whatsoever having the purpose or effect of providing security for, or otherwise protecting against default in respect of, the obligations of any person.

**Sponsor means** BPC Securities Pty Ltd ACN 072 910 966 AFSL No. 297 851 (BPC Securities) or any other person as may be nominated by Bell Potter Capital from time to time to be the CHESSE sponsor of the Owner's CHESSE Approved ASX

listed GEI Securities in accordance with, and for the purposes of this Agreement.

**Sponsorship Agreement** means the agreement for the appointment of the Sponsor and the terms upon which the Sponsor acts, as set out in clauses 12 and 13 of this Agreement.

**Trading Day** has the meaning given in the ASX Operating Rules but excluding days which the ASX for the purposes of settlement declares to be a trading day notwithstanding that there is to be no official meeting on that day or that dealings between brokers are suspended on that day.

**Trading Participant** means Bell Potter Securities Limited ABN 25 006 390 772 AFSL 243480 (Bell Potter Securities) or any other person as may be nominated by Bell Potter Capital from time to time to be the Trading Participant (as that term is defined in the ASX Operating Rules) for ASX listed GEI Securities in accordance with, and for the purposes of this Agreement.

**Trading Participant Agreement** means the agreement for the appointment of the Trading Participant and the terms upon which the Trading Participant acts, as set out in clause 11 of this Agreement.

27.18 In this Agreement, unless the context otherwise requires:

- a. words importing the singular include the plural and vice versa
- b. references to a person include any type of entity or body of persons whether or not it is incorporated or has a separate legal entity
- c. a reference to a group of persons is a reference to any two or more of them jointly to each of them individually
- d. a reference to anything (including an amount) is a reference to the whole and each part of it
- e. references to any document or agreement (including this Agreement) include any variation or replacement to that

- document, and
- f. references to any party to this Agreement include references to its respective successors and permitted assigns.



## 15.0 Direct Debit Request Service Agreement

You must read and understand this Agreement prior to completing the Direct Debit Request section of the Application for Finance form.

### Definitions

**“Account”** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**“Account Manager”** means an employee of Bell Potter Capital with the title “Account Manager”.

**“Agreement”** means this Direct Debit Request Service Agreement between You and Us.

**“Business Day”** means a day other than a Saturday or a Sunday or a national public holiday.

**“Client Service”** means the Bell Potter Capital Client Service team.

**“Debit Day”** means the day that payment by You to Us is due.

**“Debit Payment”** means a particular transaction where a debit is made.

**“Direct Debit Request”** means the Direct Debit Request between Us and You set out in the Application for Finance attached to the GEI Brochure.

**“GEI Brochure”** means this Product Brochure.

**“Our, Us or We”** means Bell Potter Capital which You have authorised by signing a direct debit request.

**“You”** or **“Your”** means the person(s) who signed the direct debit request.

**“Your Financial Institution”** means the financial institution where You hold the account that You have authorised Us to arrange to debit.

**“Your Loan and Security Agreement”** means the loan and security agreement entered into or to be entered into by you with Bell Potter Capital which sets out the terms and conditions of your loan with Bell Potter Capital.

### 1 Debiting your account

1.1 By signing a Direct Debit Request, You have authorised Us to arrange

for funds to be debited from Your account. You should refer to the Direct Debit Request, this agreement and the GEI Brochure for the terms of the arrangement between Us and You.

1.2 We will only arrange for funds to be debited from Your Account as authorised in the Direct Debit Request.

1.3 If the Debit Day falls on a day that is not a Business Day, We may direct Your Financial Institution to debit Your Account on the previous or following Business Day. If You are unsure about which day Your Account has been debited You should contact Client Service.

### 2 Changes by Us

2.1 We may vary any details of this Agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days written notice.

### 3 Changes by You

3.1 Subject to 3.2 and 3.3, You may change the arrangements under a Direct Debit Request by contacting Client Service.

3.2 If You request Us to stop or defer a Debit Payment You must notify your Account Manager in writing at least fourteen (14) days before the next Debit Day. Alternatively, You may contact Your Financial Institution to stop or defer a Debit Payment.

3.3 Before You can cancel Your Direct Debit Request, You must notify Us and make other direct debit arrangements. The terms and conditions which refer to payments under Your Loan and Security Agreement state (amongst other things) that all moneys payable by You under Your Loan and Security Agreement and the GEI Brochure shall be paid by direct debit from an account at a bank or financial institution acceptable to Us, unless otherwise agreed by Us. If You cancel Your authority for Us to debit Your Account and do not make alternate arrangements regarding establishing another Direct Debit Request, then You may be in default under Your Loan and Security Agreement.

### 4 Your obligations

4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.

4.2 If there are insufficient clear funds in Your Account to meet a Debit Payment:

- You may be charged a fee and/or interest by Your Financial Institution;
- You may also incur fees or charges imposed or incurred by Us as stated in the GEI Brochure or Your Loan and Security Agreement;
- You may be in default under Your Loan and Security Agreement; and
- You must arrange for the particular Debit Payment which has been declined to be made by another method or arrange for sufficient clear funds to be in Your Account by an agreed time so that We can process the Debit Payment.

4.3 You should check Your account statement to verify that the amounts debited from Your Account are correct.

4.4 If We are liable to pay Goods and Services Tax (GST) on a supply made by Us in connection with this Agreement, then You agree to pay Us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 5 Dispute

5.1 If You believe that there has been an error in debiting Your Account, You should notify your Account Manager directly and confirm that notice in writing with your Account Manager as soon as possible so that we can resolve Your query more quickly.

5.2 If We conclude as a result of our investigations that Your Account has been incorrectly debited We will respond to Your query by arrangement for Your Financial Institution to adjust Your Account accordingly. We will also notify You in writing of the amount by which Your Account has been adjusted.

## 15.0 DIRECT DEBIT REQUEST SERVICE AGREEMENT

- 5.3 If We conclude as a result of our investigations that Your Account has not been incorrectly debited We will respond to Your query by providing You with reasons and any evidence for this finding.
- 5.4 Any queries You may have about an error made in debiting Your Account should be directed to Client Service in the first instance. This is so that Client Service can attempt to resolve the matter between Us and You. If the Client Service cannot resolve the matter You can still refer it to Your Financial Institution which will obtain details from You of the disputed transaction and may lodge a claim on Your behalf.
- 5.5 Subject to conditions and warranties implied by legislation and to any express terms in this Agreement, We are not responsible or liable for any delay, interruption or error in processing or failing to process any Direct Debit Request whether or not caused (including as a result of negligence) by Us, our employees or agents.
- 5.6 All terms implied by statute, general law or custom shall not apply to this Agreement except ones that may not be excluded. If We breach any condition or warranty implied by legislation in a contract with a consumer, our liability for that breach is limited to a resupply of the services in respect of which the breach occurred, and We shall not be liable in any event for indirect or consequential loss or any loss of profits.

### 6 Accounts

You should check:

- a. with Your Financial Institution whether direct debiting is available from Your Account, as direct debiting is not available on all accounts offered by Financial Institutions; and
- b. that Your Account details which You have provided to Us are correct by checking them against a recent account statement or with Your Financial Institution, before completing the Direct Debit Request.

### 7 Confidentiality

- 7.1 We will keep any information (including Your Account details) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that We have about You:
- a. to the extent specifically required by law; or
  - b. for the purposes of, or in connection with the exercise of any of our rights and/or powers under, this Agreement, GEI Brochure or Your Loan and Security Agreement (including disclosing information in connection with any query or claim).

### 8 Notice

- 8.1 If You wish to notify Us in writing about anything relating to this Agreement, You should write to Client Service.
- 8.2 We will notify You by sending a notice via prepaid post, facsimile or electronically to the address or contact details You have given Us in the Application for Finance attached to the GEI Brochure.
- 8.3 Any notice will be deemed to have been received:
- a. two Business Days after it is posted, if sent by post, or
  - b. simultaneously with Us initiating the delivery of that notice, if sent by Us via facsimile or electronically, unless Our machine receives a report indicating that the notice was not delivered.

Execution by You of the Direct Debit Request deems You to have read and understood the terms of this Direct Debit Request Service Agreement.

## 16.0 CHESS Explanation

CHESS (Clearing House Electronic Subregister System) is a computer system which electronically transfers title between the buyers and sellers of securities on the Australian Securities Exchange. It is a paperless system where security ownership is recorded on an account in CHESS, rather than through the use of physical share certificates. CHESS also enables the electronic settlement of transactions between CHESS participants (ie stockbrokers and institutional investors).

CHESS is operated by ASX Settlement Pty Ltd, a wholly owned subsidiary of the ASX. All CHESS participants must abide by published rules known as the ASX Settlement Rules. Below is an explanation of the main points relating to the sponsorship arrangements under your Geared Equities Investment Loan and Security Agreement.

### Sponsorship on CHESS

Individual investors cannot deal directly with CHESS. Instead they must be sponsored in order to hold shares through CHESS. Accordingly, to arrange sponsorship you must sign a formal sponsorship agreement with an ASX Settlement Participant who will act as your sponsor. This section explains the terms and conditions under which the sponsor will operate the CHESS holdings for you.

Under the sponsorship terms contained in the Bell Geared Equities Investment Loan and Security Agreement (the "Facility Agreement"), you agree to appoint BPC Securities Pty Ltd (or any other person nominated from time to time by the Bell Potter Capital) to be your CHESS sponsor. Clause 12 and clause 13 of the Facility Agreement set out the terms and conditions of your sponsorship. It is important that you read and understand those terms and conditions before electing to be CHESS sponsored by BPC Securities Pty Ltd.

By signing the Application for Finance form, you agree to the terms and conditions of the sponsorship, and provide an acknowledgement that this explanation of CHESS sponsorship has been given to you. If you would like to

be provided with another copy of the Sponsorship Agreement once you have agreed to it please contact your Account Manager on 1800 787 233.

As Chess Sponsor, the Sponsor will establish securities holdings in Chess in your name and control them on your behalf, acting on your instructions in relation to all CHESS Holdings comprising the Secured Property under the Facility Agreement, subject to the terms of the Facility Agreement. Within CHESS, all your holdings will be identified by your Holder Identification Number (HIN). The Sponsor will operate your CHESS account in accordance with the sponsorship terms in the Facility Agreement and will abide by the rules prescribed by ASX Settlement.

You will receive regular holding statements directly from CHESS and a new statement will be issued to you whenever there is any change to your CHESS sponsored securities.

Subject to the rights of Bell Potter Capital under the Facility Agreement, if your sponsor is suspended from participating in CHESS under the ASX Settlement Rules, you have a right to request ASX Settlement to remove the holding from the CHESS Subregister or from the control of your sponsor.

Under the Facility Agreement you can only appoint BPC Securities Ltd to sponsor ASX listed securities that are included in your Geared Equities Investment portfolio, so you may have more than one sponsor if you wish. Any other sponsors you appoint or use in relation to other dealings will not be able to sponsor the securities held in your Geared Equities Investment portfolio.

All shares held under this sponsorship are mortgaged to Bell Potter Capital as security for your Bell Geared Equities Investment Loan. This means that you may not change the sponsor of these securities or otherwise deal with these securities without the consent of Bell Potter Capital. In the event of a default, Bell Potter Capital may sell securities under the terms of the Facility Agreement.

You authorise the Sponsor to comply with Bell Potter Capital's instructions in accordance with the Settlement Rules to give effect to Bell Potter Capital's rights under the Facility Agreement.

You can provide the Sponsor with instructions to withdraw your ASX listed securities from your HIN and provided you have met all your obligations, the Sponsor will comply with your instructions. If you have not paid the Sponsor or Trading Participant an amount lawfully owed by you, the Sponsor or Trading Participant can refuse to comply with your Withdrawal Instructions, but only to the extent that we retain securities to a maximum value of 120 per cent of the amount owing.

The Facility Agreement sets out what happens to your CHESS holdings in the event of the death or bankruptcy of the Owner, or one of the Owners if the account is in joint names.

The Facility Agreement also outlines the terms upon which it, and the Sponsorship Agreement in it can be varied and terminated, the regulatory regime and authority that applies to the Sponsor, and how you can lodge a complaint or claim for compensation.

Please contact your Account Manager on 1800 787 233 if you have any questions regarding CHESS Sponsorship or the Facility Agreement.

# BELL GEARED EQUITIES INVESTMENT.

Application for Finance Form  
11 November 2019

Issued by:  
Bell Potter Capital Limited  
ABN 54 085 797 735  
AFSL No. 360457

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**BELL POTTER**

# Introduction

This is the Application for Finance Form for Bell Geared Equities Investment (GEI). This Application for Finance Form should accompany the Product Brochure dated 11 November 2019, issued by Bell Potter Capital Limited ABN 54 085 797 735 AFSL 360457 (Bell Potter Capital) (the GEI Brochure). The GEI Brochure contains important information about investing via a GEI Facility. You should read the GEI Brochure in full before making a decision to invest using a GEI Facility.

Information in the GEI Brochure may change from time to time. Where information that changes is not materially adverse to investors, we may update this information by updating the GEI Brochure by publishing an update at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

You can access a copy of the latest version of the GEI Brochure, any updated information and the Application for Finance Form free of charge from our website or by contacting us.

The information provided in the GEI Brochure is general information only and does not take account of your personal financial situation or needs. You should obtain your own financial advice tailored to your personal circumstances.

Terms defined in the GEI Brochure have the same meanings in this Application for Finance Form and any reference to the "Bell Financial Group" shall be a reference to Bell Financial Group Limited ABN 59 083 194 763 and its subsidiaries.

If you require a full, paper copy of the GEI Brochure and Application for Finance Form call your Account Manager on 1800 787 233, or download it from [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

**Please complete this form using BLACK INK and print well within the boxes with CAPITAL LETTERS. Mark appropriate answer boxes with a cross. Start at the left of each answer space and leave a gap between words. Should you have any questions, please call your Account Manager on freecall 1800 787 233 between 8.30am and 5.00pm (Melbourne time).**

## Checklist

Accounts can only be opened by the following types of investors:

- Individuals over 18 years of age
- Trustees of other entities
- Partnerships
- Companies or incorporated bodies
- Associations/cooperatives, or
- Government entities.

Bell Potter Capital, the Trading Participant and/or the Sponsor are subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (AML/CTF Laws). To comply with AML/CTF Laws, they must collect certain information about each investor as set out on the following page. If you are not one of the types of investors listed below or do not have the identification documentation referred to, please contact your Account Manager for other acceptable identification documentation. Bell Potter Capital, the Trading Participant and/or the Sponsor may disclose your personal information in connection with AML/CTF Laws. In certain circumstances, Bell Potter Capital, the Trading Participant and/or the Sponsor may be obliged to freeze, block or terminate an account where it is used in connection with illegal activities or suspected illegal activities. Freezing, blocking or terminating can arise as a result of the account monitoring obligations of Bell Potter Capital, the Trading Participant and/or the Sponsor under the AML/CTF Laws. If this occurs, Bell Potter Capital, the Trading Participant and/or the Sponsor is not liable to you for any consequences or losses whatsoever and you agree to indemnify Bell Potter Capital, the Trading Participant and/or the Sponsor if they are found liable to a third party in connection with the freezing, blocking or terminating of your account.

**Please complete the checklist and all the fields within this form and return to us by mail to Bell Geared Equities Investment, GPO Box 4718, Melbourne VIC 3001 or by email to [GEI@bellpottercapital.com.au](mailto:GEI@bellpottercapital.com.au)**

**For more information about Bell Geared Equities Investment contact your Account Manager on 1800 787 233 from 8.30am to 5.00pm (Melbourne time) Monday to Friday or visit our website at [bellpottercapital.com.au](http://bellpottercapital.com.au).**

# Checklist

<b>Type of Investor: Individual/Joint/Sole Trader</b>	
<b>Who needs to sign the Application for Finance Form?</b>	<ul style="list-style-type: none"> <li>▪ Individual or joint applications are to be signed by the individual(s) in whose name(s) the account is opened.</li> <li>▪ Joint applicants will be deemed joint tenants and both are to sign the Application for Finance Form.</li> <li>▪ For Sole Traders, the individual is to sign.</li> </ul>
<b>Documentation required</b>	<p>Completed Application for Finance Form – sections 2 - 8 (mandatory), and section 1 (optional). For each applicant in whose name(s) the account is opened:</p> <ul style="list-style-type: none"> <li>▪ A completed copy of our Verification of Identity form and original certified copy of identification as specified in that form, and</li> <li>▪ Where you have an Adviser, an FSC/FPA Identification form completed by your Adviser.</li> </ul> <p>For a copy of our Verification of Identity form, please contact your Account Manager on 1800 787 233.</p>
<b>Type of Investor: Company – Domestic</b>	
<b>Who needs to sign the Application for Finance Form?</b>	<ul style="list-style-type: none"> <li>▪ Australian company applications are to be signed by two directors, or a director and the company secretary, on behalf of the company by authority of the Board of directors.</li> <li>▪ If the company has a sole director who is also sole company secretary: that sole director.</li> </ul>
<b>Documentation required</b>	<p>Completed Application for Finance Form – sections 2 - 8 (mandatory), and section 1 (optional). For Australian companies, FSC/FPA Identification form completed by your Adviser (where applicable). Original certified copy of the constitution (unless the company's constitution specifies otherwise, attach an original certified copy of the constitution). Full identification details for each director and each person who owns or controls more than 25% of the company (refer to documentation requirements for 'Individual/Joint/Sole Trader').</p>
<b>Type of Investor: Trust (including Managed Investment Schemes)</b>	
<b>Who needs to sign the Application for Finance Form?</b>	<ul style="list-style-type: none"> <li>▪ Two trustees, or otherwise in accordance with the Trust Deed.</li> <li>▪ If a corporate trustee, refer to the above section 'Type of investor: Company'.</li> </ul>
<b>Documentation required</b>	<p>Completed Application for Finance Form – sections 2 - 8 (mandatory), and section 1 (optional). FSC/FPA Identification form completed by your adviser (where applicable). Full identification details for each of the Trustees and for each person who owns or controls the trust (refer to documentation requirements for 'Individual/Joint/Sole Trader', 'Company – Domestic' as applicable).</p> <p>In addition, to verify the full name of the trust described in section 2D, one of the following:</p> <ul style="list-style-type: none"> <li>▪ original certified copy of the Trust Deed or if not reasonably available, a certified extract of the Trust Deed, and</li> <li>▪ our Solicitor's Certificate form signed by a legal practitioner engaged by the Applicant.</li> </ul> <p>Where an applicant sends its Trust Deed to us, we will only use that Trust Deed for AML purposes and we will not otherwise review the Trust Deed.</p>

Once your initial application for a GEI Facility has been accepted by Bell Potter Capital, you will be provided with confirmation and will be able to submit instructions. Please refer to the GEI Brochure for further details.

# General information

## Certification of documents

An 'original certified copy' is a document that has been certified as a true copy of the original document by an eligible certifier. The certifier must state their full name and qualification or occupation that makes them eligible to certify the document. The list below details the prescribed persons who are authorised to certify copies of identification documentation.

- An officer with, or Authorised Representative of, a holder of an Australian financial services licence, having two or more continuous years of service with one or more licensees.
- A finance company officer with two or more continuous years of service with one or more finance companies (for the purposes of the Statutory Declaration Regulations 1993 (Cth)).
- An officer with two or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993 (Cth)).
- A permanent employee of the Australian Postal Corporation with two or more years of continuous service who is employed in an office supplying postal services to the public.
- An agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public.
- A Justice of the Peace.
- A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described).
- A judge of a court.
- A magistrate.
- A chief executive officer of a Commonwealth court.
- A registrar or deputy registrar of a court.
- An Australian police officer.
- An Australian consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955 (Cth)).

- A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with two or more years of continuous membership.
- A notary public (for the purposes of the Statutory Declaration Regulations 1993 (Cth)).

Documents in a language other than English must be accompanied by an English translation prepared by an accredited translator.

## Protecting your privacy

Bell Potter Capital collects certain personal information from you in order to administer your GEI Facility.

As required by law, Bell Potter Capital has adopted a Privacy Policy that governs the collection, storage, use and disclosure of personal information. A copy of our Privacy Policy is available from our website at [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

## How does Bell Potter Capital use personal information

By signing the Application for Finance Form, you agree to Bell Potter Capital collecting, holding, using and disclosing personal information about you in accordance with its Privacy Policy. This includes using your personal information for:

- processing your application
- providing or marketing products and services to you
- administration purposes, including managing, monitoring, auditing and evaluating the products and services
- determining future product and business strategies and to develop services, including the modelling of data and data testing
- ensuring compliance with all applicable regulatory or legal requirements. This includes the requirements of ASIC, Australian Taxation Office, AUSTRAC and other regulatory bodies or relevant exchanges including the requirements of the superannuation law
- communicating with you in relation to your GEI Facility and all transactions

relating to the GEI Facility and dealing with any complaints or enquiries, and

- providing products and services to you through other entities in the Bell Financial Group, our agents, contractors or third parties whether or not located in Australia.

We collect and may record personal information through our interactions with you and your nominated adviser(s), including by telephone, email or online. We may also collect personal information from public sources and third parties including information brokers and our service providers.

We aim to ensure that our record of your personal information is accurate, complete and up to date. If your personal information changes, inform us as soon as possible. You may correct or update this information by notifying us in writing.

Where you provide us with personal information about someone else you must first ensure that you have obtained their consent to provide their personal information to us based on this privacy statement.

## What happens if you do not give us information

You may choose not to give personal information about you to Bell Potter Capital. Depending on the type of personal information, the consequences set out below may apply if you do not do so:

- refer to section 2E of this Application for Finance Form for the consequences if you do not supply your Tax File Number (TFN) or a valid exemption (or in certain cases an Australian Business Number (ABN))
- Bell Potter Capital may not be able to approve your application for a GEI Facility
- Bell Potter Capital may not be able to provide you with an appropriate level of service.

We are required or authorised to collect your personal information under various laws including those relating to taxation and the AML/CTF Laws.

## GENERAL INFORMATION (CONT.)

### Disclosing your information

You agree and consent that Bell Potter Capital may disclose information we hold about you in the following circumstances:

- to other companies in the Bell Financial Group as well as our agents, contractors or service providers, which provide services in connection with our products and services, for example printing statements or notices which we send to you
- collecting or assisting in the recovery of debts, locating you by using the services of licensed private agents or providing professional advice
- supplying information about your investments to any adviser that is nominated by you, or their dealer group, or a datafeed aggregator
- to your agents and representatives (for example your broker, adviser, solicitor, accountant or superannuation fund administration) or any administrator, liquidator, trustee in bankruptcy, legal personal representative or executor, whether or not located in Australia
- disclosing your personal information to regulatory authorities (eg tax authorities in Australia and overseas) in connection with their lawful information requests or to meet our legal obligations in any relevant jurisdiction
- using your personal information to contact you on an ongoing basis (by telephone, electronic messages, online and other means) to offer you products or services that may be of interest to you, including offers of banking, financial advisory, investment, insurance and funds management services, unless you tell us not to
- disclosing your personal information to any person proposing to acquire an interest in our business
- if the disclosure is required or authorised by law
- if you consent.

In order to use and disclose your personal information for the purposes stated above, we may be required to transfer your personal information to entities located outside Australia (this includes countries specified in our Privacy Policy). By completing the Application for Finance Form, you consent to your personal

information being transferred overseas for these purposes.

### Direct marketing

We and other companies in the Bell Financial Group may use your personal information to contact you on an ongoing basis by telephone, electronic messages (like email), online and other means to offer products or services that may be of interest to you including offers of banking, financial, advisory, investment, insurance and funds management services, unless you change your marketing preferences by telephoning us as set out below.

### Contacting us

Under the Privacy Act, you may request access to your personal information that we hold. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by telephoning your Account Manager on 1800 787 233 or email [GEI@bellpottercapital.com.au](mailto:GEI@bellpottercapital.com.au)

You may also request a copy of our Privacy Policy which contains further details about our handling of personal information, including how you may access or update your personal information and how we deal with your concerns. The Privacy Policy can also be found via [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

### Complaints

If you wish to complain about any breach or potential breach of our privacy obligations, you should contact us by any of the methods contained in this Application for Finance Form. It is our intention to use our best endeavours to resolve any complaint to your satisfaction, however, if you are unhappy with our response, you are entitled to contact the external dispute resolution scheme set out in the GEI Brochure or the Office of the Australian Information Commissioner who may investigate your complaint further.

### Anti-Money Laundering and Counter-Terrorism Financing

Bell Potter Capital is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (AML/CTF Laws). To comply with AML/CTF Laws, we must collect certain information about you, as set out below (both, before

you invest, and potentially after you have invested).

The information you provide will be used by Bell Potter Capital for the purposes of meeting Bell Potter Capital's obligations under AML/CTF Laws. Bell Potter Capital may also provide a copy of the information you provide to the Security Trustee, who may also use such information for the purposes of complying with its obligations under AML/CTF Laws.

In making the application referred to in this Application for Finance Form, each applicant (jointly and severally):

- consents to Bell Potter Capital disclosing any of their personal information (as defined in the Privacy Act 1988 (Cth)), to the extent Bell Potter Capital is required, or considers it reasonably necessary, to do so under the AML/CTF Laws
- undertakes to, promptly following a request by Bell Potter Capital, provide additional information and assistance and comply with all reasonable requests to facilitate Bell Potter Capital's compliance with AML/CTF Laws in Australia or any equivalent laws in any overseas jurisdiction
- represents and warrants that they are not aware and have no reason to suspect that:
  - the money used to fund the investment is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities) or
  - any proceeds of the investment made in connection with this product will fund Illegal Activities and each applicant undertakes to immediately notify Bell Potter Capital if they should become so aware or have reason to so suspect
- acknowledges and agrees that:
  - in certain circumstances, Bell Potter Capital may be obliged to freeze, block or terminate an account where it may be used in connection with Illegal Activities or suspected Illegal Activities and that freezing or blocking can arise as a result of the account monitoring that is required by any Commonwealth Law
  - if Bell Potter Capital determines, in its sole discretion, that the



## GENERAL INFORMATION (CONT.)

source of funds used to fund the investment (including after the investment has occurred) is unable to be verified to Bell Potter Capital's satisfaction, then Bell Potter Capital may terminate the investment

- Bell Potter Capital will not be liable to the applicant(s) for any consequences or losses suffered as a result of the freezing, blocking or termination of an account in accordance with any Commonwealth Law, and
- acknowledges and agrees that Bell Potter Capital retains the right not to provide services or issue products to any applicant that Bell Potter Capital decides (including the ability to terminate a product that it has already issued), in its sole discretion, that it does not wish to provide.

# 1. Adviser details (to be completed by Advisers only)

Place stamp here

Adviser name

Dealer group

Adviser company name

AFSL

ABN

## Adviser postal address

Street name and number

Suburb

State

Postcode

Country

Work phone number

Mobile number

Adviser email

Assistant name

Assistant work phone number

For more information regarding this Application for Finance Form please contact:

Adviser

Adviser's Assistant

## Additional information

Adviser own GEI application?

Yes

No

New Advisers only: Please call your Account Manager on 1800 787 233

## Special instructions

# 1. ADVISER DETAILS (CONT.)

## Adviser declaration

If a Financial Services Council Limited/Financial Planning Association of Australia Identification Form (FSC/FPA Form) in relation to the Investor(s) referred to in this Application for Finance Form has been provided, by signing below and submitting the relevant FSC/FPA Form with this Application for Finance Form, as the Adviser, I represent to Bell Potter Capital that I am appropriately licensed under the Corporations Act 2001, and I:

1. have followed the FSC/FPA Industry Guidance Note No. 24 and any other applicable guidelines with respect to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws)
2. will make available to Bell Potter Capital, on request, original verification and identification records obtained by me in respect of the Investor, being those records referred to in the FSC/FPA Form
3. will provide details of the customer identification procedures adopted by me in relation to the Investor
4. have kept a record of the Investor's identification and verification and will retain these in their file for a period of seven years after my relationship with the Investor has ended
5. will use reasonable efforts to obtain additional information from the Investor if Bell Potter Capital asks me to do so
6. will not knowingly do anything to put Bell Potter Capital in breach of the AML/CTF Laws, and
7. will notify Bell Potter Capital immediately if I become aware of anything that would put Bell Potter Capital in breach of AML/CTF Laws.

If you have previously provided Bell Potter Capital with an FSC/FPA Form for the Applicant(s) of this Application for Finance Form, you may not be required to complete another FSC/FPA Form.

For ease of processing, please provide the Facility Number for each Applicant.

A relevant FSC/FPA Form has previously been provided for each of the following Applicant(s):

Name	Facility name	Facility number
Name	Facility name	Facility number
Name	Facility name	Facility number

If you provide your email address, you agree that we may provide you with information including statements, transaction confirmations, reports and other material by email. From time to time we may still send you correspondence in the post. Contact Your Account Manager if you wish to change your communication preferences.

By signing below, as the Adviser I confirm that I am appropriately licensed under the Corporations Act 2001 to provide advice in respect of a GEI Facility and the Instalment Receipts to be issued under such a Facility including, in particular, that I am authorised to provide advice in respect of a standard margin lending facility.

Signature of adviser	Name
Date	

## 2. Applicant details

### 2A Applicant 1 details – this section is mandatory

#### Investor type

<input type="checkbox"/> Individual Applicant – also complete 2B (if joint applicants) and 2E (not mandatory).
<input type="checkbox"/> Director of Corporate Applicant – also complete 2B (if more than one director), 2C and 2E (not mandatory).
<input type="checkbox"/> Director of Corporate Trustee of a Trust – also complete 2B (if more than one director), 2C, 2D and 2E (not mandatory).
<input type="checkbox"/> Individual Trustee of a Trust – also complete 2B (if more than one individual trustee), 2D and 2E (not mandatory).

#### Applicant details

Title	Full given name
Surname	Date of birth

#### Address details

##### Residential address (this cannot be a PO Box)

Street name and number	Suburb	
State	Postcode	Country

##### Mailing address (please complete if different to residential address. Corporate applicants will receive mail at the address in 2C)

If mailing address is the same as residential address, cross here

Street name and number	Suburb	
State	Postcode	Country

##### Contact details (you must provide at least one contact phone number and an email address)

Work phone number	Mobile number
Home phone number	Email address

Email addresses are a mandatory requirement and ensure timely notifications of online transactions that have occurred within your Facility.

#### Additional details

BPC Online provides you with an online service. In order to access BPC Online you will require a Username and Password. Once you have your Username, you can access BPC Online via [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

Do you already have a Username? (You will be automatically issued with a Username, if you do not specify otherwise.)

Yes, please specify:   No

If you nominate an Adviser, they will be able to access and view your GEI Facility via BPC Online.

Unless you tick the box below, your Adviser and/or Adviser's assistant will be able to view your Facility.

I do not want my Adviser (including all employees and agents if my Adviser is in a partnership or company) to have viewing access to my account via BPC Online.

## 2. APPLICANT DETAILS (CONT.)

### 2B Applicant 2 details (if there is no second Applicant, proceed to section 2C)

#### Investor type

- Joint Individual Applicant – also complete 2E (not mandatory).
- Director of Corporate Applicant – also complete 2C and 2E (not mandatory).  
If more than 2 Directors, please print and complete 2B for all other directors.
- Director of Corporate Trustee of a Trust – also complete 2B (if more than one director), 2C, 2D and 2E (not mandatory).
- Joint Individual Trustee of a Trust – also complete 2D and 2E (not mandatory).  
If more than 2 individual Trustees, please print and complete 2B for all other individual Trustees.

#### Applicant details

Title	Full given name	
Surname	Date of birth	

#### Address details

##### Residential address (this cannot be a PO Box)

Street name and number		Suburb
State	Postcode	Country

##### Mailing address (please complete if different to residential address. Corporate applicants will receive mail at the address in 2C)

If mailing address is the same as residential address, cross here

Street name and number		Suburb
State	Postcode	Country

##### Contact details (you must provide at least one contact phone number and an email address)

Work phone number	Mobile number
Home phone number	Email address

Email addresses are a mandatory requirement and ensure timely notifications of online transactions that have occurred within your Facility.

#### Additional details

BPC Online provides you with an online service. In order to access BPC Online you will require a Username and Password. Once you have your Username, you can access BPC Online via [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au).

Do you already have a Username? (You will be automatically issued with a Username, if you do not specify otherwise.)

- Yes, please specify:   No

## 2. APPLICANT DETAILS (CONT.)

### 2C Corporate Applicant details (if you are not a Corporate Applicant please proceed to section 2D)

#### Corporate Applicant type

Corporate Applicant – also complete section 2E (not mandatory)

Corporate Trustee Applicant – also complete section 2D and 2E (not mandatory)

#### Corporate Applicant details

Company name

ACN

#### Company's registered address (this cannot be a PO Box)

Street name and number

Suburb

State

Postcode

Country

#### Company's principal place of business address (if different from above)

If the company's principal place of business is the same as above, cross here

Street name and number

Suburb

State

Postcode

Country

#### Mailing address

If the company's mailing address is the same as the registered address above, cross here

Street name and number

Suburb

State

Postcode

Country

#### Director's names (list all)

Director name 1

Director name 2

Director name 3

Director name 4

### 2D Trustee Applicant details (if you are not a Trustee Applicant please proceed to section 2E)

Name of the Trustee(s)

Name of the Trust

Type of trust (e.g. SMSF, family trust, etc)

## 2. APPLICANT DETAILS (CONT.)

### 2E Australian Business Number or Tax File Number (this section is optional)

You may be asked to provide your Tax File Number (TFN), Australian Business Number (ABN) or exemption details to various entities in connection with your GEI Securities or your GEI Facility. By providing your TFN/ABN or exemption details in this Application for Finance Form, you request and authorise Bell Potter Securities, the Trading Participant and/or the Sponsor to provide your TFN/ABN or exemption details to such entities on your behalf.

If you are completing this Application for Finance Form as an Individual Trustee or Corporate Trustee, you are only required to provide a TFN/ABN for the Trust. If you are completing this Application for Finance Form as a director of a company (other than a Corporate Trustee), you are only required to provide a TFN/ABN for the company.

#### Applicant

TFN/ABN

Exemption details including any expiry date (if applicable)

#### Joint Applicant

TFN/ABN

Exemption details including any expiry date (if applicable)

Collection of your TFN is authorised, and its use and disclosure are strictly regulated, by the tax laws and Privacy Act 1988 (Cth).

Quotation is not compulsory. If you do not supply your TFN or a valid exemption (or in certain cases an ABN), tax will be deducted from any income earned on an investment in Instalment Receipts at the highest marginal tax rate plus Medicare levy and any other applicable temporary levies and forwarded to the Australian Taxation Office.

If you quoted your TFN or ABN above, you also authorise the Security Trustee to disclose it to its nominee companies for the purposes relating to the securities in your portfolio.

For more information about the use of TFNs or ABNs contact your tax adviser or please phone your nearest Australian Taxation Office.

#### Tax File Number declaration

By completing and signing this Application for Finance Form, I/we acknowledge and declare that:

- where I/we have provided my/our TFN/ABN or exemption details, I/we request and authorise Bell Potter Capital, the Trading Participant and the Sponsor, acting on my/our behalf in the conduct of my/our affairs during the term of my/our GEI Facility, to provide my/our TFN/ABN or exemption details on my/our behalf to any entity that requests this information in connection with my/our GEI Securities (including the Investment Trust) or my/our GEI Facility, where not providing my/our TFN/ABN or exemption details to that entity could in their reasonable opinion, potentially result in an amount being withheld or deducted from investment income earned in connection with my/our GEI Securities or my/our GEI Facility
- if I/we do not provide my/our TFN/ABN or exemption details to a requesting entity (either directly or by providing my TFN/ABN or exemption details in this Application for Finance Form and authorising Bell Potter Capital, the Trading Participant and the Sponsor to do so on my/our behalf) and an amount is withheld or deducted from investment income earned in connection with my/our GEI Securities or GEI Facility, I/we may be required to contribute additional amounts to Bell Potter Capital under my/our GEI Facility,
- if I/we have quoted my/our ABN as an alternative to quoting my/our TFN, I/we confirm that my/our investment in the GEI Securities through the GEI Facility is made in the course or furtherance of carrying on an enterprise.

### 3. Application amount and interest payment details

#### 3A Your application amount (this section is mandatory)

Loan allocation to ASX listed securities <sup>1</sup>	\$A	<input type="text"/>
Loan allocation to the Investment Trust	\$A	<input type="text"/>
<b>Total investment amount<sup>2</sup></b>	<b>\$A</b>	<input type="text"/>

<sup>1</sup>Please note this must be at least 50% of the Total Loan Amount.

<sup>2</sup>Minimum loan amount is \$A50,000.

Loan term (tick one box only)     1 year     2 year     3 year     4 year     Other, as agreed with Bell Potter Capital

The balances are used for credit assessment purposes to determine your maximum loan size and allocations. Completing this section of the Application for Finance Form does not constitute an investment instruction to Bell Potter Capital. Once your GEI Facility is approved, you are required to submit a Securities Selection Form to instruct Bell Potter Capital to acquire your GEI Securities.

#### What is the purpose of investment? (select all applicable options)

Savings     Growth     Income     Retirement

Business account     Other (please specify)

#### Detail the source of your ongoing interest payments (select all applicable options)

Savings     Salary/Wages     Annuity/Pension     Business account

Other (please specify)

#### 3B Interest payment details (this section is mandatory)

Please indicate your interest payment method. Please select one box only.

Variable interest rate, payable monthly in arrears

Fixed interest rate for 12 months, payable annually in advance

Fixed interest rate for the term of the loan, payable annually in advance

Unless I/we have elected to prepay interest in this Application for Finance Form, I/we instruct that an initial Drawing be made under my/our Facility upon the date that payment is required to be made for the GEI Securities selected in a Securities Selection Form submitted by me/us.

If I/we have elected to prepay interest in this Application for Finance Form, I/we instruct that an initial Drawing be made under my/our Facility upon the earlier of the date that payment is required to be made for the GEI Securities selected in a Securities Selection Form submitted by me/us and 30 June.



## 4. Statement of Financial Position (to be completed by all Applicants)

This section must be completed by each applicant, joint applicant, Director of corporate applicant, and/or individual of your income and assets may also be required. Please refer below for more details.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Individual applicant         | <input type="checkbox"/> Joint applicant               | <input type="checkbox"/> Combined joint applicant     |
| <input type="checkbox"/> Company                      | <input type="checkbox"/> Director of Company           | <input type="checkbox"/> Additional Company Director  |
| <input type="checkbox"/> Individual trustee applicant | <input type="checkbox"/> Director of corporate trustee | <input type="checkbox"/> Additional corporate trustee |

If you require more than one Statement of Financial Position, please photocopy this page or contact the Account Managers on 1800 787 233.

If this is a joint application, please combine the totals for the following:

Assets	Amount (\$A)	Liabilities	Amount (\$A)
Cash	\$	Mortgages (residential)	\$
Property (residential)	\$	Mortgages (investment)	\$
Property (investment)	\$	Leases and personal loans	\$
Shares	\$	Credit cards (credit limit)	\$
Motor vehicles	\$	Contingent liabilities	\$
Superannuation	\$	Other (please specify)	
Other (please specify)			\$
	\$		\$
	\$		\$
	\$	<b>Total</b>	<b>\$</b>
<b>Total</b>	<b>\$</b>		

Annual income	Amount (\$A)	Annual expenditure	Amount (\$A)
Salary (pre-tax)	\$	Mortgage payments/rent (residential)	\$
Rental	\$	Mortgage/loan payments (investment)	\$
Dividend income (pre-tax)	\$	Lease and personal loan payments	\$
Other pre-tax income (please specify)	\$	Living expenses and school fees	\$
	\$	Other expenses (please specify)	
	\$		\$
Other (please specify)			\$
	\$		\$
	\$	<b>Total</b>	<b>\$</b>
	\$		
<b>Total</b>	<b>\$</b>		

## 4. STATEMENT OF FINANCIAL POSITION (CONT.)

### Important notices

Please ensure that you attach the relevant supporting documentation to your application.

Where an Applicant has aggregate loans from Bell Potter Capital (including the loan(s) applied for under this Brochure) with an allocation to ASX-listed securities of:

- Between \$A150,000 and \$A300,000, the Applicant will need to provide verification of their income.
- Greater than \$A300,000, the Applicant will need to provide verification of their both income and assets.

Bell Potter Capital reserves the right to require verification of income and/or assets for smaller aggregate loan balances than those listed above.

#### Requirements for verification of income:

- your last three electronic payslips or group certificates (accompanied by contact details of your employer if still employed by the same organisation) showing employer/employee names, or
- your previous years' tax return, or
- letter of employment on company letterhead less than two months old. Must state employee's name, length of employment and income details, or
- accountant's certificate less than 12 months old, or
- most recent PAYG Payment Summary,

AND

- rental income (if applicable) - most recent rental statement from property manager.

#### Requirements for verification of assets:

- cash: most recent bank statement.
- property: either a council rate notice or certificate of title.
- shares: most recent holding statement.

If any information provided above is inaccurate or incomplete, there may be delays in processing your application. Bell Potter Capital reserves the right to request, at its discretion, any further supporting documentation as required for any loan application.

## 5. Direct debit request (mandatory)

Please use this section to provide details of your nominated Australian bank account. Direct debit may not be available on the full range of accounts. If in doubt, please refer to your financial institution.

Please note:

- The bank account nominated below must be in the name of the Applicant (or if there are joint applicants, the account may be in the name of one of the applicants, however both applicants must sign below).
- A Direct Debit Dishonour Fee of \$50 will apply if insufficient funds are available in your nominated account. Please refer to section 8.1 of the GEI Brochure for further detail.

### Important notices

1. If a joint bank account has been nominated below, all account holders must sign below.
2. If the bank account is a company account, and the company has more than one director, all directors must sign below.

BSB	Account number
Account name (must be in name of Applicant)	
Financial institution name and branch	
Authority	
I/We: surname or company name	Given names or ACN
I/We: surname or company name	Given names or ACN

I/We request you, until further notice in writing, to debit my/our account described in the schedule above, any amounts owing by me/ us in relation to my/our GEI Facility and Loan and Security Agreement which Bell Potter Capital Limited User ID 325227 (the User) may debit or charge me/us through the direct debit system.

I/We:

- acknowledge and agree that by executing this Direct Debit Request, I/we agree to the terms of the Direct Debit Request Service Agreement in section 15 of the GEI Brochure,
- acknowledge and agree that the bank/financial institution may, in its absolute discretion, determine the order of priority of payment by it of any monies pursuant to the Request or any authority or mandate,
- acknowledge and agree that the bank/financial institution may, in its absolute discretion, at any time by notice in writing to me/us, terminate this Request as to future debits.

The User may by prior arrangement and advice to me/us, vary the amount or frequency of future debits.

Please sign below. If a joint account has been nominated above, all account holders must sign. If you are joint applicants and the account is in the name of one of the applicants, both must still sign below. If the bank account is a company bank account, and the company has more than one director, two directors or a director and a secretary (if different) must sign below.

### Signature of Applicant 1/Director

Signature	Name
Date	If a company officer, your corporate title

### Signature of Applicant 2/Director

Signature	Name
Date	If a company officer, your corporate title

## 6. Loan consents/acknowledgement (to be read by all Applicants and Guarantors)

This section of the Application for Finance Form relates to the Loan(s) in section 3 of this Application for Finance Form.

**“Loan Provider”** means Bell Potter Capital Limited ABN 54 085 797 735 AFSL 360457.

**“You”** means the Borrowers and Guarantors for the proposed Loan, both together and separately.

By signing below in section 8 Declarations by Applicants and Guarantors, you agree that the Loan Provider can where permitted by law exchange your personal information as set out below and do any of the following at any time (now or in the future, within or outside of Australia).

### Authority for Bell Potter Capital to obtain certain credit information

To enable the Loan Provider to assess my/our application for personal or commercial credit, manage my/our loan and related funding arrangements, assess an application to be a guarantor in relation to credit, review my/our credit on a periodic basis as though assessing a new application, assess hardship or related claims, collect overdue payments, and create assessments and ratings of my credit worthiness, I/we authorise the Loan Provider to seek, obtain and use credit reporting information about me/us (including from credit reporting bodies (CRBs) or other businesses that provides information about credit worthiness) before, during or after the provision of credit to me/us. This includes information about my/our personal creditworthiness, commercial activities or my/our commercial creditworthiness, including in respect of historical credit arrangements with any credit provider.

### Authority to exchange information

**Authority to exchange Information with credit reporting bodies:** For the purposes described above and to allow the CRB to maintain information about my/our credit worthiness before, during or after the provision of credit to me/us, I/we authorise the Loan Provider to give a CRB certain personal information about me/us, including:

- permitted identification information
- the fact that I/we have applied for credit and the amount and type of credit, credit limit, loan start/end dates, or that the Loan Provider is a current credit provider to me/us
- ‘default information’ about payments which become more than 60 days overdue in certain circumstances
- that, in the opinion of the Loan Provider, I/we have committed a serious credit infringement in specified circumstances
- advice that payments previously notified as ‘default information’ are no longer overdue, and
- the fact that credit provided to me/us by the Loan Provider has been paid or otherwise discharged.

**Authority to exchange information with other credit providers:** I/We authorise the Loan Provider to give to and obtain from any credit providers personal information and credit-related information. The information may be exchanged for, but not limited to, any of the following purposes: to assess an application by me/us for credit or to be a guarantor, to determine or confirm the status of my credit including any defaults; to assess my creditworthiness at any time during or after the life of a credit arrangement; to give or obtain an opinion on me/us; and any other purpose permitted by law.

**Authority to exchange information with other parties:** I/We authorise the Loan Provider to give to and obtain from other parties, information including personal information and credit-related information. Those parties may include my/our guarantors and potential guarantors (including for the purpose of a potential guarantor considering whether to offer to act as a guarantor), brokers, originators, financial consultants, accountants, lawyers or other advisers and any credit enhancer, funder, ratings agency or other party acting in connection with funding credit by means of an arrangement involving securitisation.

### Authority to exchange sensitive information:

In some cases, sensitive information may be collected for specific purposes (for example, information regarding my health to enable the assessment of a hardship or other relief application). The references in this loan consents statement to personal information include sensitive information such as my/our medical and health related details, and I/we agree that the Loan Provider may exchange such information with other parties listed in this loan consents statement for the purpose of assessing or processing such applications and may seek further information from any medical attendant consulted by me/us.

### Authority to obtain information about guarantors:

(This section addresses additional matters relevant if I am a Guarantor) I authorise and consent to the Loan Provider collecting personal information about me and obtaining both my personal and commercial credit reports from a CRB, to assess my capacity as a guarantor. If I am accepted as a guarantor the Loan Provider may disclose my personal information to external agents, professional advisers and service providers, for the purpose of managing the account and contacting me in relation to the guarantee or indemnity provided. I also authorise the Loan Provider to provide to the person/s in respect of which I am Guarantor, personal information about my credit worthiness, credit standing, credit history or credit capacity for any purposes related to the product or any proposed or actual enforcement of the product, guarantee or indemnity. I acknowledge and agree that if the Loan Provider provides the Loan, this authority remains in force until the credit under the Loan is fully and finally settled and discharged.

**Authority to use information for administration processes:** I/We authorise the Loan Provider to use any information collected in this Application for Finance Form and in subsequent administration processes for future applications I may wish to make for other Bell Financial Group products and/ or services and

## 6. LOAN CONSENTS/ACKNOWLEDGEMENT (CONT.)

related services, and to disclose this information to other members of the Bell Financial Group for similar use. Bell Potter Capital will only use information collected for this purpose to the extent it is permitted to do so at law.

### General Privacy Matters

The collection of personal information (which includes credit-related information) and how Bell Potter Capital handles that information is set out in Protecting your Privacy section and I/we have read that part of the Application for Finance Form.

## 7. Powers of Attorney (to be read by all Applicants and Guarantors)

### Power of Attorney – Loan and Security Agreement

By signing this Application for Finance Form, each person named as a Borrower or a Guarantor (referred to in this Power of Attorney as the Applicant) appoints Bell Potter Capital Limited ACN 085 797 735, and any person so authorised by Bell Potter Capital Limited (whether before or after the date of this Application for Finance Form), separately as its attorney (each referred to in this Power of Attorney as an Attorney) to do on the Applicant's behalf, in the name of the Applicant or the Attorney, anything which the Attorney considers should be done to:

- a. execute and deliver on behalf of the Applicant the Loan and Security Agreement in substantially the form contained in section 14 of the GEI Brochure and any other document, which, in the reasonable opinion of the Attorney, is necessary or desirable in connection with the Loan and Security Agreement or perfection of the security interest of Bell Potter Capital
- b. give instructions to the Sponsor, the Nominee or any other person in relation to any GEI Securities subject to a security given by the Applicant in favour of Bell Potter Capital
- c. perfect any security given by the Applicant in favour of Bell Potter Capital
- d. stamp and register this power of Attorney if necessary and any document executed by an Attorney that is required to be stamped and registered
- e. dispose of any GEI Securities that are subject to a security given in favour of Bell Potter Capital (whether or not there has been an Event of Default)
- f. following enforcement of a security given by the Applicant in favour of Bell Potter Capital, do anything in relation to GEI Securities subject to that security which the Applicant, as owner of that property, could do
- g. execute and deliver any document or do anything at the absolute discretion of an Attorney in any way relating to the Applicant's involvement in any

transaction contemplated by the Loan and Security Agreement and GEI Brochure, and

- h. appoint one or more substitute Attorneys or sub-Attorneys to exercise one or more of the powers given to an Attorney and to revoke any of those appointments and, in this Power of Attorney, a reference to an Attorney includes a substitute Attorney or sub-Attorney.

This Power of Attorney is irrevocable and is given as security for the Secured Moneys. An Attorney may do anything contemplated by this Power of Attorney even if this constitutes an actual or potential conflict of interest or duty.

The Applicant declares that everything done by an Attorney in exercising powers under this Power of Attorney is as valid as if it had been done by the Applicant and agrees to ratify and confirm whatever an Attorney may do in exercising powers under this Power of Attorney.

The Applicant indemnifies each Attorney against liability, loss, costs, charges or expenses arising from the exercise in good faith of powers granted under this Power of Attorney.

This Power of Attorney is governed by the law in force in Victoria and takes effect immediately as a deed.

### Power of Attorney – Bell Financial Trust Application

By signing this Application for Finance Form, each person named as a Borrower or a Guarantor (referred to in this Power of Attorney as the Applicant) appoints Bell Potter Securities Limited ACN 006 390 772, and any person so authorised by Bell Potter Securities Limited (whether before or after the date of this Application for Finance Form), separately as its attorney (each referred to in this Power of Attorney as an Attorney) to do on the Applicants behalf, in the name of the Applicant or the Attorney, anything which the Attorney considers should be done to:

- a. complete (using the information about the Applicant contained in this Application for Finance Form), execute and deliver on behalf of the Applicant

any application form for a unit in the Bell Financial Trust, and

- b. appoint one or more substitute Attorneys or sub-Attorneys to exercise one or more of the powers given to an Attorney and to revoke any of those appointments and, in this Power of Attorney, a reference to an Attorney includes a substitute Attorney or sub-Attorney.

An Attorney may do anything contemplated by this Power of Attorney even if this constitutes an actual or potential conflict of interest or duty.

The Applicant declares that everything done by an Attorney in exercising powers under this Power of Attorney is as valid as if it had been done by the Applicant and agrees to ratify and confirm whatever an Attorney may do in exercising powers under this Power of Attorney.

The Applicant indemnifies each Attorney against liability, loss, costs, charges or expenses arising from the exercise in good faith of powers granted under this Power of Attorney.

This Power of Attorney is governed by the law in force in Victoria and takes effect immediately as a deed.

## 8. Declaration by Applicant(s) and the Guarantors

### Applicant declarations and acknowledgements

Please note that Bell Potter Capital, the trading participant and the sponsor do not guarantee or endorse the commercial viability of a GEI Facility or any GEI Securities under the GEI Brochure.

By lodging this Application for Finance Form, I/we acknowledge and declare that:

- a. I/We have read the GEI Brochure to which this Application for Finance Form relates and the terms and conditions of the Loan and Security Agreement contained in section 14 of the GEI Brochure and the Direct Debit Request Service Agreement contained in section 15 of the GEI Brochure. I/ we agree to be bound by the terms and conditions of the Loan and Security Agreement without any further act or omission on the part of any other party, including Bell Potter Capital, the Nominee and the Sponsor
  - b. in certain circumstances as set out in the GEI Brochure, my/our proceeds from the GEI Facility may be invested in the Investment Trust
  - c. I/We agree to having received the Bell Financial Trust product disclosure statement and additional information and acknowledge these documents were received in Australia.
  - d. I/We request that you open an Investment Trust account for me/us, and with respect to the Bell Financial Trust:
    - i. acknowledge and agree to be bound by the constitution, as amended from time to time.
    - ii. acknowledge that the product disclosure statement, additional information and constitution may be amended, modified or replaced from time to time and that those terms and conditions will apply to all additional monies invested in our account.
    - iii. agree to the collection, maintenance, use and disclosure of my/our personal information in connection with the provision of services in relation to the Bell Financial Trust. As a provider of those services, Bell Potter Capital Ltd has obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. Bell Potter Capital is not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws.
  - e. You may elect to receive, free of charge, a copy of the Bell Financial Trust Annual Report or you may also access the Bell Financial Trust Annual Report on the Bell Potter Capital website. I/we acknowledge that Bell Potter Capital may send me copy of the Bell Financial Trust Annual Report dependent on which box I cross below. Do you wish to receive a copy of the Bell Financial Trust Annual Report? Please tick appropriate.
    - Yes - by email notification to the nominated email address for each account holder provided in this application
    - Yes - by physical copy of the financial statements to be sent in the post
    - No.
  - f. if I/we have elected to invest in a MIS, I/we have read the product disclosure statement for that MIS and the application form attached to that product disclosure statement (available from [www.bellpottercapital.com.au](http://www.bellpottercapital.com.au))
  - g. the failure, termination or invalidity of
- iv. agree that the Annual Report will be delivered to me/us in the manner elected by me/us in this Application for Finance Form and that my election is a standing request by me/us until further notice from me/us.
  - v. confirm that if I/we are a citizen or resident of a country other than Australia, that no laws of that country will be contravened by accepting this application or by investing in Bell Financial Trust.
  - vi. acknowledge that I/we am/are over 18 years of age.
  - vii. agree to receive all information, including without limitation any notification, disclosure documents, monthly account statements, annual tax statements and ongoing disclosure of material changes and significant events or any other documents, required or permitted to be given to me/us under Corporations Act or any other relevant law:
    - Where it is or may become permissible under the Corporations Act or relevant law, via my/our financial adviser in writing or notice by email or other electronic communication (including online), or
    - Directly:
      - by email (including emails containing a hypertext link), or
      - by other electronic communication (including by accessing [www.bellpotter.com.au](http://www.bellpotter.com.au)).
  - viii. agree further information may be required from me/us to comply with relevant legislation, including anti-money laundering and counter-terrorism financing legislation and I/we agree to provide that information on request.
  - ix. agree that the responsible entity of the Bell Financial Trust, Bell Potter Capital Limited and Bell Potter Securities Limited have no liability for any loss or damage suffered by me/us as a result of acting on an internet, telephone, fax or written instruction which appears to have been given by me but has been given by another person.
  - x. agree that the responsible entity of the Bell Financial Trust and Bell Potter Capital Limited have no liability for any delay or refusal to act on my instructions if those instructions are not clear.

## 8. DECLARATION BY APPLICANT(S) AND THE GUARANTORS (CONT.)

- any security (including any guarantee or any other collateral security granted by the responsible entity of an MIS, including the Investment Trust) taken by Bell Potter Capital under the loan will not affect the Borrower's/ Guarantor's obligations under the loan/ guarantee or the validity or enforceability of the loan/guarantee
- h. I/We am/are aware of the risks associated with the GEI Facility
- i. I/We am/are aware of the early termination costs associated with the repayment of all or part of my/our Loan Amount prior to the Final Maturity Date. These costs can include (but are not limited to):
- Break costs associated with unwinding the limited recourse feature of my/our loan and any fixed interest rate arrangements (which may be significant)
  - the Early Repayment Fee, and
  - Brokerage fees
- j. all the information provided in this Application for Finance Form is complete, true and correct
- k. Bell Potter Capital, the Trading Participant and/or the Sponsor may send me/us other notices or communications regarding my/our Facility via BPC Online, the GEI website or via post, facsimile, or electronic means to the address, email, facsimile, or other telephone number appearing in this Application for Finance Form or otherwise notified by me/us to Bell Potter Capital, the Trading Participant and/or the Sponsor
- l. Bell Potter Capital, the Trading Participant and/or the Sponsor can provide information on the status of my/our GEI securities and Facility to my/our nominated financial adviser or usual stockbroker or any associated Bell Financial Group company
- m. Bell Potter Capital, the Trading Participant and/or the Sponsor may record telephone conversations between their representatives and me/us
- n. if at any time I/we supply Bell Potter Capital, the Trading Participant and/or the Sponsor with personal information about another individual, I/we will ensure that I am/we are authorised to do so and agree to inform that individual of the matters set out in sections 6 and "Protecting your Privacy" of this Application for Finance Form as they relate to that individual
- o. I/We agree to Bell Potter Capital, the Trading Participant and/or the Sponsor collecting, using and disclosing my/our personal information as set out in sections 2E, 6 and "Protecting your Privacy" of this Application for Finance Form. Unless you cross the box below, Bell Potter Capital, the Trading Participant and/or the Sponsor and other companies in the Bell Financial Group may use your personal information to offer you products or services that may be of interest to you
- I do not consent to the use of my information for this purpose
- p. I/We declare that I am/we are not applying for a GEI Facility or investing in the GEI Securities for the sole or dominant purpose of obtaining a scheme benefit as defined in the Tax Administration Act 1953 (Cth)
- q. I/We represent and warrant that unless otherwise disclosed expressly to the contrary in this form to Bell Potter Capital, I/we:
- am/are not a United States person or a resident of the United States for taxation purposes (US Person)
  - confirm no person or entity controlling, owning or otherwise holding an interest in me/us is a US Person, and
  - will not be receiving any financial product, financial service loan referred to in, or contemplated by, the GEI Brochure or any payment in connection therewith for the account or benefit of a US Person.
- I/We agree:
- that the representations set out in the preceding paragraph are made by me/us on the date on which I/we sign this Application for Finance Form and on each day thereafter until the termination of my/our GEI Facility
  - to promptly notify Bell Potter Capital of any change in circumstance which would cause the representations and warranties set out above to be incorrect or misleading.
- r. Bell Potter Capital, the Trading Participant and/or the Sponsor are subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), rules and other subordinate instruments (AML/CTF Laws). In making an application pursuant to this Brochure, I/we consent to Bell Potter Capital, the Trading Participant and/or the Sponsor disclosing any of my/our personal information (as defined in the Privacy Act 1988 (Cth)), to the extent they are required to do so under the AML/CTF Laws
- s. if requested I/we undertake to provide additional information and assistance and comply with all reasonable requests to facilitate compliance by Bell Potter Capital, the Trading Participant and/or the Sponsor with AML/CTF Laws in Australia or an equivalent overseas jurisdiction
- t. I/We undertake that I am/we are not aware and have no reason to suspect that:
- the money used to fund the investment is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities) or
  - proceeds of investment made in connection with this product will fund Illegal Activities,
- and I/we undertake to immediately notify Bell Potter Capital if I/we should become so aware or have reason to so suspect
- u. in certain circumstances Bell Potter Capital may be obliged to freeze, block or terminate your Facility and/or the Sponsor may be obliged to freeze, block or terminate the Participant Sponsored Holding where the Facility or Participant Sponsored Holding are used in connection with Illegal Activities or suspected Illegal Activities. Freezing, blocking or terminating can arise as a result of the account monitoring that is required by AML/CTF Laws. Pursuant to the AML/CTF Laws Bell Potter Capital and the Sponsor will not be liable to me/us for any consequences suffered as a result of the freezing, blocking or terminating of my/our Facility or Participant Sponsored



## 8. DECLARATION BY APPLICANT(S) AND THE GUARANTORS (CONT.)

Holding in accordance with the AML/CTF Laws

- v. when a Trustee applicant sends its trust deed to Bell Potter Capital, Bell Potter Capital will only use that trust deed to extract information for the purposes of the AML/CTF laws and will not otherwise review the deed
  - w. Bell Potter Capital, the Trading Participant and/or the Sponsor retain the right not to provide services or issue products to any applicant that either of Bell Potter Capital, the Trading Participant and/or the Sponsor decides, in its sole discretion, that it does not wish to supply
  - x. I/We declare that the credit to be provided to me/us by Bell Potter Capital under the GEI Facility is to be applied wholly or predominantly for business purposes or investment purposes other than the investment in residential property
- i. for an individual, change of name (for example on marriage or by deed poll), change of residential address
  - ii. for a company, change of business name, change of shareholders, change of directors and/or secretary
  - iii. for a trustee, change of trustee, addition of a settler, addition of a beneficiary or class of beneficiary.
- ad. I/we agree that Bell Potter Capital or the nominee may, in certain circumstances, hold the GEI Securities and related rights in any account, in Bell Potter Capital or the nominee's own name or that of any sub-custodian, suitable for the holding of the GEI Securities and related rights and, on a pooled basis with the property of other persons or other clients of Bell Potter Capital or the nominee.

signature that purports to be mine/ours or that of an authorised signatory on the Facility (except to the extent that such losses and liabilities directly arise from the negligence or wilful default of Bell Potter Capital).

**Important: You should only sign this declaration if your GEI Facility is wholly or predominantly for business purposes or investment purposes other than investment in residential property. By signing this declaration you may lose your protection under the National Credit Code.**

- y. I/We are signing here to give effect to the Powers of Attorney above in section 7
- z. if the Application for Finance is approved, the GEI Loan and Security Agreement will be signed on my/our behalf pursuant to the Loan and Security Agreement Power of Attorney above in section 7
- aa. Bell Potter Capital will credit any amounts payable to me/us to the account nominated in section 5 of this Application for Finance Form
- ab. I/We acknowledge and agree that distributions and redemption proceeds may be paid into a non interest bearing trust account pending transfer of those amounts to the account nominated in section 5 of this Application for Finance Form. If any attempt to credit the nominated account fails, the amounts may be returned to that trust account until such time as I/we provide further payment directions
- ac. I/We agree to advise Bell Potter Capital in writing and in a timely

### Use of facsimile or email

If you submit your Application for Finance Form by facsimile or email, Bell Potter Capital may rely on that Application for Finance Form to process and accept your application. Your original Application for Finance Form must also be sent to Bell Potter Capital for record-keeping purposes.

If Bell Potter Capital receives instructions by facsimile or email in relation to my/our GEI Facility, I/we:

- acknowledge that there is potentially a greater risk that fraudulent facsimile instructions can be given by someone who has access to my/our GEI Facility details and a copy of my/our signature(s) and that I/we accept such risks
- acknowledge that Bell Potter Capital may assume that the instruction has been sent, and is authorised, by or behalf of me/us, and
- release Bell Potter Capital from and indemnify Bell Potter Capital against all losses and liabilities arising from any payment or action taken by Bell Potter Capital based on the instruction, even if such instructions are not authorised, bearing a GEI Facility identifier and

## 8. DECLARATION BY APPLICANT(S) AND THE GUARANTORS (CONT.)

### Important acknowledgements for Directors of corporate applicants

I/We acknowledge and agree that as a Guarantor:

- I/We shall be bound as personal guarantor of the Borrower upon the terms set out in the Loan and Security Agreement which will be executed on my/our behalf under the Powers of Attorney in section 7
- I/We have obtained independent legal and financial advice regarding my obligations as Guarantor

### Applicants must sign here

You must read the GEI Brochure including the Application for Finance Form before signing this Application for Finance Form.

Before signing this declaration you should ensure you have received all 21 pages of this Application for Finance Form and that all relevant sections have been completed correctly. If the other pages of this Application for Finance Form are not attached to this page or have not been completed correctly, you should contact your Adviser.

This Application for Finance Form includes important declarations and acknowledgements made by you. If you cannot make each declaration and acknowledgement you must not invest.

All individual and joint individual applicants (including individual and joint individual trustee applicants) must have their applications signed and witnessed otherwise your application cannot be processed.

If executing as a corporate applicant, the Application for Finance Form is executed as a Deed Poll in accordance with section 127(1) of the Corporations Act by authority of its directors:

<b>Signature of Applicant 1/Company Director/Director</b>	<b>Signature of Applicant 2/Company Director/Director</b>
Signature	Signature
Date	Date
Name	Name
If a company officer, your corporate title	If a company officer, your corporate title

### For Individual and joint individual applicants only

<b>Signature of Witness 1</b>	<b>Signature of Witness 2</b>
Signature	Signature
Date	Date
Name	Name
If a company officer, your corporate title	If a company officer, your corporate title

