



Macquarie Express Guarantee

Macquarie Bank Limited ABN 46 008 583 542 AFSL and Australian Credit Licence no. 237502

This application form can also be used for the purpose of an Environmental Performance Bond (EPB).

| | | |
|---------------------------------------|---------------------------------------|--|
| Minimum Bank Guarantee amount: | Maximum Bank Guarantee amount: | Non-refundable application fee: |
| \$25,000 | \$1,000,000 | \$400 |

Where a Macquarie Express Guarantee is required outside the stated limits, please contact your relationship manager.

Please consider these points before applying for a Macquarie Express Guarantee.

- There are no ongoing fees, however a variation of a Bank Guarantee may incur a cost of up to \$50 per request. Where we are required to attend a settlement on your behalf, a fee of up to \$350 may apply.
- You should download and read a copy of the Product Disclosure Statement for Deposit Products and Non Cash Payment Facilities.
- You will need to be identified by the Bank.
- Your application will take up to four business days to process once we have received the completed application and funds (this timeframe could be longer if your Bank Guarantee requirements deviate from our standard offering).

Apply in four easy steps

- Complete all required fields in the Request for Bank Guarantee and Customer Identification Forms and sign where indicated.
- Complete Customer Identification Form (with supporting identification as specified in the form). Customer Identification Forms are required for each client.
- Email the following forms to **business@macquarie.com**
 - Completed application.
 - Customer Identification Forms (with supporting identification as specified in the form).
 - Tax File Number Collection Form (optional).
- Forward funds (equivalent to the amount of the Bank Guarantee plus a \$400 application fee) to Macquarie Bank Limited by electronic funds transfer (EFT). This can be arranged via your bank i.e. using internet banking or Real Time Gross Settlement (RTGS). Funds should be remitted to as follows:

Payee: MBL - MEG App - 1017E Trust

Bank: Macquarie Bank Limited

Branch: 1 Shelley Street, Sydney NSW 2000

BSB: 182-255

Account: 0529 48810

Payment description: Insert your full name or the full name of your company, including ABN/ACN.

Tips to assist you complete this form:

- When processing your payment, ensure the full account number is entered (including zeros) and that the payment description field is completed (it should match what appears in your application form).
- If you require assistance at any time, you can call us on 1300 550 415.
- Keep a copy of the completed form for your records.
- **For an EPB application supply a proforma template:** MBL requires a copy of the proforma template for the Bond to be issued, which is satisfactory to MBL in all respects. You need to ensure that you give a complete and accurate description of the purpose of the Bond. The information that you provide will be inserted into the Bond document. Providing incorrect or incomplete information may result in the Bond being rejected by the Beneficiary.



Request for Bank Guarantee

The Client requests Macquarie Bank Limited ABN 46 008 583 542 (MBL) to issue a Bank Guarantee to the Beneficiary on the Client's behalf, the details of which are set out in this Request for Bank Guarantee, the Product Disclosure Statement for Deposit Products and Non Cash Payment Facilities, and in the attached Terms and Conditions.

The Client acknowledges that if MBL accepts this offer in accordance with clause 1 of the Terms and Conditions, a binding contract will come into existence. You should keep a copy of this Request for Bank Guarantee once it has been signed by you for your records. You should also keep a copy of the Terms and Conditions for your records.

1

Client Details

| | | | |
|---|------------------------------|---|-----------------------------|
| Client (legal name/capacity. This name will appear on the Bank Guarantee) | <input type="text"/> | | |
| Trust Name (if applicable) | <input type="text"/> | | |
| ABN/A.C.N (if applicable) | <input type="text"/> | | |
| Street Address | <input type="text"/> | | |
| Suburb | <input type="text"/> | State | <input type="text"/> |
| | | Postcode | <input type="text"/> |
| Primary Contact | <input type="text"/> | Contact Phone | <input type="text"/> |
| Email | <input type="text"/> | | |
| Is this for an amendment to an existing guarantee? | <input type="checkbox"/> Yes | <input type="text" value="Guarantee Number"/> | <input type="checkbox"/> No |

Please note, if this question is left blank, a new guarantee will be set up.

2

Beneficiary details

| | | | |
|--|----------------------|----------|----------------------|
| Beneficiary (legal name/capacity. This name will appear on the Bank Guarantee) | <input type="text"/> | | |
| ABN/A.C.N (if applicable) | <input type="text"/> | | |
| Street Address | <input type="text"/> | | |
| Suburb | <input type="text"/> | State | <input type="text"/> |
| | | Postcode | <input type="text"/> |

3

Guarantee Delivery Details

The address completed in this section is where we will send the guarantee.

Attention to

Street Address

Suburb

State

Postcode

Country

Indicate here if you want the guarantee to be sent to address in the Client Details section.

If this section is left blank, the guarantee will be sent to the address listed in the Client Details Section.

4

Bank Guarantee

4.1 Please select the purpose of the Bank Guarantee.

The information that you provide will be inserted into the Bank Guarantee document. Incorrect or incomplete information may result in the Bank Guarantee being rejected by the Beneficiary.

Rental bond in respect of lease of premises situated at (provide details below)

Deposit bond in respect of contract to purchase property situated at (provide details below)

Surety for building/construction/landscaping/road/paving works at (provide details below)

Surety in relation to costs (e.g. medical/insurance/court/legal) relating to (provide details below)

Surety in relation to the performance by the Client of obligations under a supply/purchase contract or service agreement relating to (provide details below)

Environmental Performance Bond (EPB) (please provide relevant bond template and details below e.g. tenement identification)

Financial Assurance

Security Deposits

Other (provide details below)

Provide details

Please ensure you enter details as required by your Beneficiary - changes will delay processing of your request and may incur additional fees.

4.2 Guarantee Amount

4.3 Guarantee Expiry

Until further notice (UFN)

Expiry Date

Please complete section 5.2

5

Nomination of Bank Account Details

5.1 Nomination of an account for credit interest (if applicable)

Account Name

BSB Account Number

Where no account is nominated, any credit interest payable will accrue to the security deposit account and be paid on closure.

5.2 Nomination of an account for the refund of the deposit amount at expiry of the Bank Guarantee (if applicable)

Please note, this is where any remaining balance will be paid, if the guarantee expires.

This section is only required for guarantees with an expiry date, as per section 4.3.

As per 5.1.

OR

Account Name

(please note the account name must be in the same name as the client as per Section 1)

BSB Account Number

Please provide a recent copy of the bank statement for the account provided in 5.2.

Where no bank account details are provided, if the guarantee expires, a cheque will be sent to the address as per Section 1.

6

Source of Funds

Business Proceeds Savings Sale of Asset Gift Other If other please provide details

7

Client Payment Details

This section helps MBL identify the funds you transfer to secure the Bank Guarantee. The Guarantee Amount will be placed in a non-interest bearing trust account before it is credited to the Deposit Account in the Client's name.

Payment Description (Insert your full name or the name of your company and ABN/ACN):

To finalise your application, please ensure you forward funds (equivalent to the amount of the Bank Guarantee plus a \$400 Application Fee) to Macquarie Bank Limited by electronic funds transfer (EFT). This can be arranged via your bank i.e. using internet banking or Real Time Gross Settlement (RTGS). Funds should be remitted to as follows:

Payee: MBL - MEG App - 1017E Trust

Bank: Macquarie Bank Limited

Branch: 1 Shelley Street, Sydney NSW 2000

BSB: 182-255

Account: 0529 48810

Payment Description: Insert your full name or the full name of your Company, including ABN/ACN.



Acceptance

Please read the attached Terms and Conditions. We recommend that you seek independent legal and financial advice prior to signing this document. Please note that you can withdraw this offer at any time before MBL's acceptance of this offer is communicated to you.

Date

 / /

When signing the application form, you only need to complete either the Companies section OR the Individuals section, not both.

Companies (this execution section may also be used for Associations and Body Corporates)

Solvency Declaration

As at the date of execution of this Application, the director(s) hereby certify that the Client is solvent, is able to pay its debts as and when they fall due from its own moneys and will not become insolvent by entering into this Agreement.

By signing below the Client confirms the above and agrees to the Terms and Conditions.

By signing below, the director(s) also declare that all information (including tax residency information of its beneficial owners) that it has provided to Macquarie in relation to this application (whether on this form or by other means) is true and correct, and that the director(s) confirm they will promptly provide Macquarie with details of any changes to the tax residency information of its beneficial owners. On request, the director(s) will also provide Macquarie with any further information of its beneficial owners that Macquarie requires to comply with applicable laws and its internal policies.

Executed by Authorised Officers of the Client:

Authorised Officer

Print name

Authorised Officer

Print name

* For Companies, Authorised Officers will be a sole director/sole secretary, two directors or a director and a secretary. For Associations, Co-Operatives and Body Corporates, please apply your Common Seal (if applicable) and provide a Constitution, Minutes of an Owners Committee Meeting or such other documentation that supports the authority of those signing on behalf of the Client.

OR

Individuals (this execution section should also be used by individual trustees and partnerships)

Solvency Declaration

Declaration by individuals: By signing below I consent to MBL making consumer and commercial credit enquiries about me, and I agree to the Terms and Conditions including the Privacy Consent, which describes the handling of my personal information (including direct marketing)*.

By signing this application, I also declare that all information (including tax residency information) that I have provided to Macquarie in relation to this application (whether on this form or by other means) is true and correct, and that I confirm that I will promptly provide Macquarie with details of any changes to the information provided by me/us. On request, I will also provide Macquarie with any further information it requires to comply with applicable laws and its internal policies.

Executed by Authorised Officers of the Client:

Client 1

Print name

Client 2

Print name

Witness

Print name

Witness

Print name

* You can change your marketing preferences by telephoning us on 1800 806 310 or visiting www.macquarie.com.au/optout-bfs.

Where you require additional space for signing, please print additional copies of this page for use.



Tax File Number collection form

To Macquarie Bank Limited

A.B.N. 46 008 583 542

To Macquarie Bank Limited
A.B.N. 46 008 583 542

Please read this before answering the question.

If you do not have a Tax File Number (TFN) or Australian Business Number (ABN) you must give a reason for exemption.

Exemption reasons are:

- A. I am under 16 years of age and do not earn sufficient income. Please provide your date of birth.
- B. Organisation not required to lodge a tax return.
- C. I receive the age, service, invalid or veteran pension.
- D. Other pension (wife, carer, widow, sole parent or special benefit pension).
- E. Non-resident of Australia.
- F. Territory Resident.

Important Information: You are not required to provide your TFN, however, if you do not provide your TFN (including both TFN's for joint accounts), ABN or claim an exemption, then we are required under the Income Tax Assessment Act 1936 to deduct withholding tax (at the highest rate) from any interest accrued on your account.

Client 1

Name

TFN / ABN number

Or reason for exemption

Client 2

Name

TFN / ABN number

Or reason for exemption

Trust account Yes No

WE WILL DESTROY THE TFN(S) IMMEDIATELY AFTER IT/THEY HAVE BEEN RECORDED.



Bank Guarantee

Guarantee No.

This is a draft of the Bank Guarantee that will be issued, unless you have provided a template deemed acceptable by Macquarie (e.g. EPB).

To (Name of Beneficiary)
(Address of Beneficiary)

Dear Sir/Madam,
BANK GUARANTEE

At the request of <name of customer> (the "Customer") and in consideration of <name of beneficiary> (the "Beneficiary") accepting this Guarantee in relation to <purpose of bank guarantee> (the "Transaction") between the Customer and the Beneficiary, Macquarie Bank Limited ABN 46 008 583 542 (the "Bank") unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded in accordance with this Guarantee by the Beneficiary to a maximum aggregate sum of \$<amount of bank guarantee> (the "Guarantee Amount").

The Guarantee Amount is automatically reduced by the amount of any claim paid under this Guarantee.

This Guarantee and the obligations of the Bank are to continue until the earlier of:

- i. <expiry date, if applicable> (the "Expiry Date");
- ii. this Guarantee is returned to the Bank at its offices at 1 Shelley Street, Sydney NSW 2000; or
- iii. payment to the Beneficiary by the Bank of the whole of the Guarantee Amount or any part of it remaining after any part payment or payments as the Beneficiary may require.

Should the Bank be notified in writing at its office at 1 Shelley Street, Sydney NSW 2000 such notice purporting to be signed for and on behalf of the Beneficiary, that the Beneficiary desires payment to be made of the whole or any part or parts of the Guarantee Amount, the Bank will make such payment or payments to the Beneficiary:

- i. without further reference to the Customer; and
- ii. notwithstanding any notice given by the Customer to the Bank not to pay the same; and
- iii. irrespective of the performance or non-performance by the Customer or the Beneficiary of the terms of the Transaction.

Provided always that the Bank may at any time without being required to do so pay to the Beneficiary the Guarantee Amount less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Beneficiary and thereupon the liability of the Bank hereunder shall immediately cease and determine.

The obligations of the Bank under the Guarantee will not be affected or discharged by any alteration to the terms of the Transaction or any extension of time or forbearance by the Customer or the Beneficiary to the other.

This Guarantee is governed by the laws of New South Wales.

Dated this day of 20

For and on behalf of:
Macquarie Bank Limited

Authorised signatory

Print name

Authorised signatory

Print name

Privacy Consent & Collection Notice

To: Macquarie Bank Limited (ABN 46 008 583 542, Australian Credit Licence 237502) ("**the Bank**").

I consent and agree to the Bank collecting, using, holding and disclosing my personal and Credit Information and exchanging with the Bank's Agents (now or in the future, within or outside Australia) for the following purposes:

1. Seek consumer and commercial credit information and use information about me (including Credit Information and information derived from Credit Reporting Bodies ("CRBs")) to:
 - assess an application by me for consumer credit or commercial credit
 - manage my loan and related funding arrangements, and assess hardship applications
 - review my credit on a periodic basis or in connection with changes (e.g. credit limit) as though assessing a new application
 - collect overdue payments, and
 - create assessments and ratings of my credit worthiness.
2. Exchange information with CRBs for the purposes described above and to allow the CRB to maintain information about my credit worthiness (before, during or after the provision of credit).
3. Exchange information with other credit providers, including my personal and Credit Information for any purposes permitted by law including
 - assessing my applications for credit, hardship or to assess my credit worthiness (during or after the life of a credit arrangement)
 - determining or confirming the status of my credit (including any defaults), and
 - to give or obtain an opinion on me about my credit worthiness.
4. Exchange information with other parties, including my brokers, advisers and other representatives, the Beneficiary, guarantors, and any credit enhancer, funder, ratings agency or other party acting in connection with funding credit by means of securitisation. Other disclosures of personal information include my referees, past and present employers, next of kin, account holders and operators and debt collection agencies. The Bank and the Bank's Agents may also exchange my personal information with their related companies, other funders and service providers that assist in the management of my credit (the types of which are described in the Bank's Privacy Policy).
5. General account management and administration, including processing this and any future applications, communication and monitoring, auditing and evaluating products and services provided, model and test data, improve and develop products and services, conduct credit scoring, securitisation, research, risk management and portfolio analysis, provide and deal with any complaints or enquiries.

"**Credit Information**" refers to:

- permitted identification information
- the fact that credit has been applied for and the amount and type of credit
- the fact that the Bank is a current credit provider
- the credit limit and loan start/end dates
- repayment history
- "default information" (in addition to and without limiting repayment history information), i.e. payments overdue for more than 60 days in
- specified circumstances
- in relation to those overdue payments, advice about new payment arrangements or that those payments are no longer overdue
- in specified circumstances that in the opinion of the Bank there has been a serious credit infringement (e.g. fraud), and
- other credit-related personal information that is described in the Bank's Credit Information Policy or can otherwise be disclosed under the Privacy Act.

"**Bank's Agents**" means each of the Bank's agents, introducers, dealers, brokers, service providers and any other financier who at any time provides or has any interest in the credit.

Under the Privacy Act, I understand that I may request access to and correction of the personal information that the Bank holds about me. I may also request a copy of the Bank's Agents' privacy policies and (where applicable) credit reporting policies which contain further details about their handling of personal and Credit Information, including how I may access or update that information, how privacy concerns are dealt with, website privacy, which CRBs are used and how I can request copies of information from those CRBs.

The Bank's Privacy Policy and Credit Information Policy can be found via www.macquarie.com.au, or by contacting the Macquarie (Privacy Officer) on 1800 806 310 or emailing privacy@macquarie.com. You can change your marketing preferences at any time by telephoning us on the number above or visiting www.macquarie.com.au/optout-bfs.

Collection and Use

- We may collect, hold, use and disclose personal information about you. We do this to: process your application, administer and manage the products and services sought by and provided to you, monitor, audit and evaluate those products and services, model and test data, communicate with and market to you, and deal with any complaints or enquiries.
- We collect and 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. Without this information, we may not be able to process your application or provide you with an appropriate level of service.
- 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.
- We are required or authorised to collect your personal information under various laws including the Anti-Money Laundering and Counter-Terrorism Financing Act, the Taxation Administration Act and the Foreign Account Tax Compliance Act (US) (including any related implementation laws in Australia).

Disclosure of Information

- We may exchange your personal information with other companies in the Macquarie Group as well as our service providers which are described further in our Privacy Policy. We will supply the adviser(s) nominated on your application form with information about your account.
- We may also disclose personal information to regulatory authorities (e.g. tax authorities in Australia and overseas) in connection with their lawful information requests or to meet our legal obligations in any relevant jurisdiction. The third parties with whom we exchange personal information may operate outside of Australia (this includes locations in India, the Philippines and the countries specified in our Privacy Policy). Where this occurs, we take steps to protect personal information against misuse or loss.

Marketing

- We and other companies in the Macquarie 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 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 change your marketing preferences by telephoning us as set out below or visiting www.macquarie.com.au/optout-bfs.

Your Rights and Further Details

- 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 us on 1800 806 310 or emailing privacy@macquarie.com. Please mark communications to the attention of our Privacy Officer.
- 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.macquarie.com.au.

Terms and Conditions

1. Acceptance

Upon the Client completing the Request for Bank Guarantee and MBL providing an executed Bank Guarantee to the Client, a binding contract will come into existence.

2. Application Fee

On the Application Date, the Client must pay to MBL the non-refundable Application Fee.

3. Provision of Bank Guarantee

MBL will only issue a Bank Guarantee to the Client if:

- a. the following Conditions Precedent are satisfied and if MBL has received:
 - i. the completed Request for Bank Guarantee signed by the Client or Authorised Officers of the Client;
 - ii. Customer Identification Forms and supporting documentation has been provided for each Client; and
 - iii. the Deposit Amount and the Application Fee.
- b. MBL has conducted and received satisfactory results of searches in respect of the Client and the Beneficiary;
- c. MBL approves, in its absolute discretion, the Purpose for which the Bank Guarantee is to be issued; and
- d. in MBL's reasonable opinion, there has not been an event which may have a Material Adverse Effect.

4. Termination

- a. MBL may, at any time by notice in writing to the Client, and in its reasonable discretion, terminate this Agreement.
- b. Upon termination by MBL in accordance with clause 4(a), the Client shall immediately pay the Outstanding Money to MBL and the Client must take all steps to discharge MBL from any and all liability owing to the Beneficiary under the Bank Guarantee, including, but not limited to, immediately returning the Bank Guarantee or Replacement Guarantee to MBL.
- c. If payment of the Outstanding Money is not received by MBL within 3 Business Days from the date of termination of this Agreement, MBL may, at its absolute discretion, pay any unpaid Guarantee Amount to the Beneficiary and apply the Deposit Amount (or any part of it) towards the satisfaction of the Outstanding Money in accordance with clause 6 of this Agreement.

5. Repayment and fees

- a. The Client is not entitled to the Deposit Amount (or any part of it) unless and until either:
 - i. the Outstanding Money has been repaid or discharged in full and no Event of Default subsists; or
 - ii. the original Bank Guarantee has been cancelled by the Beneficiary and there is no Outstanding Money owed by the Client to MBL.
- b. MBL may in its reasonable discretion determine whether:
 - i. the Outstanding Money has been repaid or discharged in full;
 - ii. no Event of Default subsists; and
 - iii. there is any Outstanding Money owed by the Client to MBL.

- c. Where the Client requests MBL to attend a settlement to exchange the Deposit Amount (or any part of it) for the return of the Bank Guarantee or Replacement Guarantee, the Client may be required to pay a settlement fee to MBL. MBL's standard settlement fee is \$350.
- d. Any request to vary the Bank Guarantee will attract a \$50 variation fee per request.

6. Application of Deposit Amount

- a. The Client irrevocably authorises MBL to apply the Deposit Amount (or any part of it) towards the satisfaction of the Outstanding Money (or any part of it).
- b. MBL may exercise the rights conferred under clause 6(a):
 - i. in its absolute discretion;
 - ii. at any time after the date of this Agreement;
 - iii. without notice to, or further authority or instructions from, the Client or any other person;
 - iv. irrespective of whether the Deposit Amount or the Outstanding Money is presently due and payable or contingently owing (or any part of them as the case may be);
 - v. irrespective of whether the Outstanding Money and the Deposit Amount (or any part of them) are denominated in different currencies; and
 - vi. in relation to the whole or any part of the Deposit Amount or the Outstanding Money.
- c. Without limiting clause 6(a) or MBL's rights under clause 16, immediately on the occurrence of any Event of Default the Client must pay MBL the Guarantee Amount regardless of whether MBL has paid, or has been requested to pay money to the holder or beneficiary of any Bank Guarantee or Replacement Guarantee, and MBL can, immediately and without notice to the Client, and without having to comply with any requirements of any other instrument between MBL and the Client, apply the Deposit Amount towards satisfaction of this payment obligation of the Client.
- d. MBL will exercise its best endeavours to notify the Client as soon as reasonably practicable following the application of the Deposit Amount (or any part of it) towards the Outstanding Moneys pursuant to this Agreement.
- e. The Client authorises MBL to effect currency exchanges on such terms and at such rates determined necessary by MBL, where the Outstanding Money and the Deposit Amount are denominated in different currencies.
- f. An application of money may be effected by such means as MBL may reasonably choose. This includes the creation of the relevant entries in MBL's books to record that the application of money has been effected or giving written notice to the Client that the application of money has been effected.
- g. The Client acknowledges that its right to receive any of the Deposit Amount will be extinguished to the extent that any part of the Deposit Amount is used in the manner permitted under this clause 6.

7. No Charge

The Client and MBL agree that nothing in this document creates a "charge" (as that term is defined in section 9 of the Corporations Act or any other legislation concerning the registration of security interests) in favour of MBL.

8. Interest

- a. Subject to clause 23 and unless otherwise agreed with MBL in writing, MBL will pay interest on the Deposit Amount at the Macquarie Express Guarantee Rate and will remit the interest to the Deposit Account or to any other account nominated in the Request for Bank Guarantee, as varied from time to time.
- b. Interest is calculated daily and paid monthly in arrears. Interest will be credited to the Deposit Account on the last Business Day of each month.
- c. The Macquarie Express Guarantee Rate is a variable rate of interest and is subject to change at any time without notice. MBL will publish the Macquarie Express Guarantee Rate on its website at www.macquarie.com.au.

9. Review

Acting reasonably, MBL may review the Agreement, and upon prior reasonable notice, vary its terms at any time. At any review, if any event has occurred which in MBL's reasonable opinion, may have a Material Adverse Effect, upon prior reasonable notice to the Client, MBL may:

- a. vary any terms of the Agreement; or
- b. without limiting the generality of clause 4(a), terminate the Agreement.

10. General Representations and Warranties

The Client represents and warrants that:

- a. it has the power to enter into, comply with its obligations under this Agreement and allow them to be enforced;
- b. each of its obligations under this Agreement are binding on it;
- c. it is not, and will not be in contravention of any law, regulation, obligation, undertaking, deed, warranty or any directive of any Governmental Agency by entering into this Agreement;
- d. there is no impending or threatened proceeding(s), enquiry or other action(s) which may affect it or any of its assets before any tribunal, court, commission or Governmental Agency;
- e. if it is a trustee, it has full power and authority to execute and perform its obligations under this Agreement and all necessary action has been taken to authorise the execution and performance of the Agreement under the trust deed by which it has been appointed as notified in the Request for Bank Guarantee;
- f. it is not the trustee of any trust or settlement which it has not notified to MBL in the Request for Bank Guarantee;
- g. no Event of Default has occurred or would be likely to occur as a result of the Client entering into this Agreement and complying with its obligations under this Agreement;
- h. if it is a corporation, it has been duly incorporated as a company limited by shares under the Corporations Act and is validly existing under the Corporations Act and has the power and authority to carry on its business;
- i. if it is a corporation, it has filed with the Australian Securities & Investments Commission all corporate notices and other documents as required by the Corporations Act and all such filings are complete and accurate; and
- j. it is not a signatory or co-signatory to the Deposit Account.

Each representation and warranty contained in this Agreement shall be repeated on each day whilst any of the Outstanding Money shall remain outstanding.

11. Client's Undertakings and Acknowledgements

- a. The Client undertakes to:
 - i. fully comply with all laws binding on it or to which any of its assets are subject to, and all requirements or orders of any Governmental Agency;
 - ii. ensure that no Event of Default occurs;
 - iii. do everything necessary or reasonably required by MBL to preserve and protect MBL's rights in relation to the Deposit Account;
 - iv. on execution of this Agreement, deposit into the MBL Account in immediately available funds the Deposit Amount and the Application Fee in accordance with MBL's instructions;
 - v. ensure that the Deposit Amount is not less than the Guarantee Amount at any time;
 - vi. without limiting clause (v) above, pay into the Deposit Account without the need for any demand or request from MBL, such additional amounts as may be necessary to ensure that the Deposit Amount remains equal to the Guarantee Amount.
- b. The Client acknowledges that a discharge of MBL by the Beneficiary under the Bank Guarantee shall not prejudice or adversely affect the obligations of the Client to lodge and maintain the security required by the Beneficiary in accordance with any law, regulation, obligation, undertaking, deed, warranty or any directive of any Governmental Agency.

12. Indemnity

The Client indemnifies MBL, each Attorney, and their respective agents, contractors and employees, against any reasonable loss or liability sustained by them and all reasonable costs and expenses incurred by them directly or indirectly in connection with:

- a. the occurrence of any Event of Default;
- b. actions, claims, damages, demands or proceedings in connection with the Deposit Account, the Bank Guarantee or this Agreement;
- c. any false or misleading information or statement provided or made by or on behalf of the Client to MBL;
- d. the Bank Guarantee not being issued as a direct or indirect consequence of any action or omission by the Client, including a failure by the Client to satisfy any Condition Precedent;
- e. the Agreement being terminated for any reason, whether or not the Agreement may be void, voidable or unenforceable;
- f. anything which:
 - i. must be done under the Agreement or the Bank Guarantee; and
 - ii. in MBL's opinion, is appropriate to make good any attempt to make any default by the Client in complying with its obligations under the Agreement or the Bank Guarantee, including, in each case, reasonable legal costs and expenses; and
- g. any Tax payable or levied on or in connection with this Agreement.

13. Further Assurance

The Client must do anything reasonably required by MBL to perfect MBL's interest in the Deposit Account or to provide MBL with more effective rights in relation to the Deposit Account as security for the payment of the Outstanding Money.

14. Power of Attorney

- a. The Client (for valuable consideration and by way of security for compliance with its obligations) irrevocably appoints MBL and every Authorised Officer of MBL jointly and each of them severally to be its Attorneys.
- b. Each Attorney may in the name of the Client exercise one or more of the following rights (acting reasonably and in good faith):
 - i. do anything which the Client ought to do under or in connection with this Agreement;
 - ii. do anything which MBL considers reasonably appropriate:
 - A. give effect to the exercise of MBL's rights; or
 - B. enforce, protect or preserve the Deposit Account or to preserve and collect any money payable in connection with the Deposit Account;
 - iii. date, complete or correct any details in the Agreement or the Bank Guarantee; and
 - iv. do anything the Attorney considers desirable.
- c. Upon request by MBL, the Client must ratify all acts of the Attorneys.

15. Costs

- a. The Client indemnifies MBL against all reasonable losses, liabilities, costs and expenses (including legal costs) incurred at any time actually or contingently by MBL arising directly or indirectly from:
 - i. a failure by the Client to comply with any obligation under this Agreement;
 - ii. MBL exercising any right under this Agreement;
 - iii. MBL acting as the Client's attorney or providing any indemnity to any person so acting; or
 - iv. MBL acting on any direction or instruction given by or on behalf of the Client in connection with the Agreement.
- b. In the absence of manifest error, a certificate or statement by MBL is conclusive evidence of the amount payable by the Client pursuant to this clause.

16. Event of Default

Upon the occurrence of an Event of Default, MBL shall be entitled:

- a. without demand or notice (except as required by any law), to immediate payment of the Outstanding Money;
- b. without limiting the generality of clause 4(a), to terminate this Agreement (and give notice to the Client as soon as reasonably practicable thereafter); and
- c. to exercise all of its rights and remedies against the Client under this Agreement and any associated documents.

The Client must immediately notify MBL of the occurrence or likely occurrence of any Event of Default or Potential Event of Default.

17. Notices

- a. Any notice, demand, consent or other communication given or made under this Agreement must be:
 - i. in writing and clearly readable;
 - ii. signed by the party giving or making it (or signed on that party's behalf by its Authorised Officer); and

- iii. left at the address of the recipient, or sent by prepaid ordinary post to that address or sent to the nominated email address of the recipient, as specified in the Request for Bank Guarantee.
- b. The Client or MBL may change its address, email or facsimile number for the purpose of service of notices, by giving notice of that change to the other party in accordance with the provisions of clause 17(a).
- c. Proof of posting or delivery of a document or of dispatch of a facsimile is proof of receipt:
 - i. in the case of a document sent by prepaid ordinary post: on the second Business Day after the date of posting;
 - ii. in the case of a document left at the address: on the day and at the time at which delivery was made; and
 - iii. in the case of a facsimile: on the day and at the time at which the transmitting facsimile machine indicates that the facsimile was sent in its entirety to the applicable facsimile number of the recipient for the purposes of this clause.

18. Assignment

- a. Acting reasonably, MBL, upon prior reasonable notice, may assign or otherwise transfer all or any part of its rights or obligations under this Agreement and the Bank Guarantee without the Client's consent. MBL may disclose to a proposed assignee information relating to this Agreement and the Bank Guarantee.
- b. The Client cannot assign any of its rights under this Agreement or the Bank Guarantee without the prior written consent of MBL (not to be unreasonably withheld).

19. Waiver, Consent and Approval

- a. Any waiver, consent or approval given by MBL under this Agreement is only binding on MBL if it is given in writing and executed by an Authorised Officer of MBL.
- b. Failure by MBL to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver, provided that any notice otherwise prescribed by this Agreement is provided.

20. Governing Law

Unless otherwise agreed to by the parties in writing this Agreement will be governed by the laws of New South Wales. The Client and MBL submit to the non-exclusive jurisdiction of the courts of New South Wales.

21. Invalidity

If any part of this Agreement is unenforceable, only that part is to be read down to the extent necessary to preserve its operation and if it cannot be read down it is to be severed.

22. Privacy Act

- a. MBL needs to collect the personal information requested in this Agreement to enable it to enter into the Bank Guarantee with the Beneficiary. MBL may disclose the personal information it collects from this Agreement to:
 - i. its relevant staff involved in delivering its services;
 - ii. contractors and contracted service providers engaged by MBL to deliver its services; and/or
 - iii. the Beneficiary.
- b. By completing and signing the Request for Bank Guarantee and returning it to MBL, the Client agrees that MBL may use and disclose the Client's information as set out in the Privacy Statement Collection of the Agreement.

23. Payments and Issuing the Deposit Account

- a. All payments by the Client under this Agreement are to be made:
 - i. in immediately available funds on the due date to such account as MBL may nominate; and
 - ii. by electronic transfer or such other means as MBL may determine from time to time.
- b. All amounts payable by the Client under this Agreement must be paid unconditionally and in full without:
 - i. set-off or counterclaim of any kind; or
 - ii. deduction or withholding for any Tax or any other reason, unless the deduction or withholding is required by applicable law. In this event, the Client must pay to MBL such additional amounts necessary to enable MBL to receive a net amount equal to the amount which would have been received if no deduction or withholdings had been required.
- c. If MBL is not able to issue the Client's Deposit Account immediately after receipt of the Deposit Amount, that money will be held in a non-interest bearing trust account with an Australian authorised deposit taking institution. The trust account is currently a deposit account held with MBL.
- d. If MBL is not able to issue the Client's Deposit Account within a period of one month starting from the day MBL receives the Deposit Amount (or if this is not practicable, by the end of such longer period as is reasonable in the circumstances), MBL will return the Deposit Amount to the Client.
- e. On the Expiry Date (where applicable) MBL will refund the Deposit Amount as soon as reasonably practicable to the Nominated Account.

24. Code of Banking Practice

If the Client is an individual acquiring the Bank Guarantee wholly and exclusively for private or domestic purposes, MBL will be bound by the Code of Banking Practice, 1993 version ("COBP"). You may request a copy of the COBP from us, or you may download a copy from the website (www.bankers.asn.au).

25. Definitions

Defined terms have the meaning given to them in the Request for Bank Guarantee unless otherwise defined below:

Agreement means the Request for Bank Guarantee, the Terms and Conditions and any amendments of those documents;

Application Date means the date:

- a. inserted by the Client on the Request for Bank Guarantee; or
- b. in case no date was inserted in accordance with paragraph (a) above, the date reasonably determined by MBL, in each case being a date no later than the date of lodgement of the Request for Bank Guarantee by the Client;

Attorney means an MBL attorney appointed under clause 14 of this Agreement;

Authorised Officer means any person authorised by the Client to act on its behalf, and in the case of a corporation, either a sole director/sole secretary, two directors or a director and a secretary;

Bank Guarantee means the Bank Guarantee to be issued by MBL to the Beneficiary at the Client's request in accordance with this Agreement;

Business Day means a day, not being a Saturday or a Sunday, on which banks and MBL are open for business in Sydney, New South Wales;

Conditions Precedent means the conditions precedent as set out in clause 3(a) of this Agreement;

Corporations Act means the Corporations Act 2001 (Cth) as amended from time to time;

Deposit Account means the account which is maintained by MBL in the name of the Client pursuant to this Agreement for the purpose of depositing the Deposit Amount;

Deposit Amount means the amount which is held by MBL in the name of the Client pursuant to this Agreement;

Event of Default means the occurrence of any one or more of the following:

- a. the Client does not pay the Outstanding Money on the due date to MBL;
- b. a representation or warranty made or taken to be made on behalf of the Client in this Agreement or elsewhere is incorrect or misleading when made or taken to be made;
- c. an event, or a series of events (whether related or not) occurs which, in the reasonable opinion of MBL, has or may have a Material Adverse Effect;
- d. the Client breaches an undertaking given to MBL, whether under this Agreement or otherwise;
- e. the Client ceases to carry on its business, or a substantial part of its business;
- f. any of the following occur in respect of a Client that is a company:
 - i. an application is made, proceedings are initiated or a meeting (whether of shareholders, creditors or directors) is called with a view to winding it or any part of its undertaking up or placing it or any part of its undertaking under administration;
 - ii. a receiver, liquidator, provisional liquidator or administrator is appointed or steps are taken towards any of these things occurring;
 - iii. a compromise or arrangement of the kind referred to in Part 5.1 of the Corporations Act is proposed;
 - iv. an application is made or an action is initiated with a view to cancelling its registration or appointing an inspector or other officer to investigate any of its affairs pursuant to any legislation;
 - v. it is, or may be deemed within the meaning of any applicable law to be, insolvent or unable to pay its debts; or
 - vi. circumstances exist which would enable a court upon application to order its winding up pursuant to section 461 of the Corporations Act or pursuant to any other law;
- g. any of the following occur in respect of a Client that is a trustee of a trust:
 - i. any application to a court for breach of trust, fiduciary duty, or any trustee legislation or regulation;
 - ii. any application to a court for the termination of the
 - iii. trust being made;
- h. if the Client is an individual, the Client commits an act of bankruptcy within the meaning of section 40 of the Bankruptcy Act 1966 (Cth);
- i. any of the following occur in respect of a partnership which comprises the Client:
 - i. the dissolution of the partnership;
 - ii. any application to a court for the dissolution of the partnership being made; or
 - iii. the retirement within any period of 6 months of more than 20% of the members of the partnership without MBL's consent;

- j. the Client creating, or attempting to create or permitting the creation of a charge (as that term is defined in section 9 of the Corporations Act or any other legislation concerning registration) over:
 - i. the Deposit Account or the Deposit Amount;
 - ii. any substitute or additional Deposit Account or Deposit Amount;
 - iii. any chose in action or other rights comprised in or evidenced by (i) or (ii) above.

Expiry date means the expiry date on the relevant Bank Guarantee.

Governmental Agency means the Crown, a government, a government departmental, or a governmental, semi-governmental, statutory, administrative, parliamentary, provincial, public, municipal, local, judicial or quasi-judicial body;

Guarantee Amount means the Guarantee Amount as stated on the Request for Bank Guarantee and the Guarantee Amount defined in the Bank Guarantee;

Material Adverse Effect means a material adverse effect on:

- a. the capacity of the Client to comply with any of its obligations under this Agreement or the Bank Guarantee;
- b. the ability of MBL to exercise its rights under this Agreement or the Bank Guarantee; or
- c. the realisable value of the Deposit Amount;

MBL Account means the non-interest bearing trust account used by MBL to clear funds transferred to MBL electronically;

Nominated Account means the account nominated in section 5.2 of the application form (or as otherwise agreed in writing).

Outstanding Money means all money which, at any time and for any reason and on any basis (whether or not contemplated by the parties at the date of this Agreement):

- a. the Client is or becomes actually or contingently liable to pay to MBL or for MBL's account;
- b. comprises all or any part of the Guarantee Amount including any amounts which MBL could be requested to pay under the Bank Guarantee and any Replacement Guarantee (even if no demand or request has been made on MBL to make any payment) and the Application Fee;
- c. the Client and MBL agree will form part of the Outstanding Money;
- d. MBL is entitled to debit to the Client's account or is liable to pay by reason of any act or omission of the Client;

Potential Event of Default means an event that on the giving of notice, lapse of time or fulfilment of any conditions would be likely to become an Event of Default;

Replacement Guarantee means a Bank Guarantee issued by MBL or another issuer authorised to issue a Bank Guarantee, which is lodged with the Beneficiary in order to replace the Bank Guarantee issued by MBL under this Agreement;

Request for Bank Guarantee means the Client's request to MBL comprised in the first page of this Agreement to issue a Bank Guarantee in accordance with the terms and conditions of this Agreement;

Taxes means charges, deductions, duties (including stamp duty, financial institutions duty, transaction duty and bank account debit tax), fees, imposts, levies, taxes (including any consumption tax, goods and services tax and value added tax) and withholdings (together with any interest, penalties, fines and expenses in connection with any of them).

26. Interpretation

In this Agreement, unless the context otherwise requires:

- a. a reference to any party includes a references to their successors and permitted assigns;
- b. a reference to any document includes that document as amended, novated, supplemented, ratified or replaced from time to time;
- c. a reference to a law includes that law as amended, consolidated, supplemented or replaced;
- d. any term used in this Agreement which is defined in the Corporations Act has the meaning given to that term in the Corporations Act;
- e. words imposing the singular include the plural and vice versa;
- f. words importing any gender include all other genders;
- g. a heading is for reference only. It does not affect the meaning or interpretation of this Agreement;
- h. a schedule attached to this Agreement forms part of it;
- i. anything required in this Agreement to be done on a day which is not a Business Day is to be done on the preceding Business Day.

27. Inconsistency With Other Agreements

These terms and conditions are to be read in conjunction with the terms and conditions contained in the Macquarie Bank Limited Deposit Products and Non Cash Payment Facilities Product Disclosure Statement. If any of the terms and conditions in the Product Disclosure Statement are inconsistent with these terms and conditions, these terms and conditions will prevail.

Macquarie Government Body identification form

Macquarie Bank Limited ABN 46 008 583 542



Guide to completing this form

- This form is for *Government Bodies* only. *Government Bodies* include governments of a country, an agency or authority of the government of a country, the government of part of a country or an agency or authority of the government of part of a country (including a state, province, county or municipality). To be considered a *Government Bodies*, the earnings of any agency or authority must be credited to the account of the government, with no portion inuring to the benefit of any private person/s.
- Provide details for the Beneficial Owners of Foreign Government Bodies (section 1.3) and provide separate *Individual identification forms* for each of these Beneficial Owners.
- Complete all applicable sections of this form in **BLOCK LETTERS**.

1 Government Body identification procedure

1.1 General information

Full name of Government Body:

Business activity:

Principal place of operations (PO Box is NOT acceptable)

Street name and number:

Suburb: State: Postcode:

Country:

1.2 Government information (select ONE of the following categories and provide the information requested)

Commonwealth of Australia Government Body

Australian State or Territory Government Body, please specify State or Territory:

Foreign (Non-Australian) Government Body, please specify foreign country:

1.3 Beneficial ownership

For *Foreign Government Bodies*, provide the names of the individuals who directly or indirectly control* the Government Body, such as the Chairman, President, Treasurer or Secretary of the Government Body.

Complete separate *Individual identification forms* for each of these individuals.

| Beneficial Owner 1 | Beneficial Owner 2 | Beneficial Owner 3 |
|--|--|--|
| Full given name(s) <input type="text"/> | Full given name(s) <input type="text"/> | Full given name(s) <input type="text"/> |
| Surname <input type="text"/> | Surname <input type="text"/> | Surname <input type="text"/> |
| Role <input type="text"/> | Role <input type="text"/> | Role <input type="text"/> |

Please cross this box if there are more Beneficial Owners and provide details on a separate sheet.

* Includes exercising control through the capacity to determine decisions about financial or operating policies; or by means of trusts, agreements, arrangements, understanding and practices; voting rights of 25% or more; or power of veto.

2

Certification of identification documents

Copies of the required identification must be certified and confirmed on the document as a true copy of an original document by one of the following persons:

1. a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described)
2. a judge of a court
3. a magistrate
4. a chief executive officer of a Commonwealth court
5. a registrar or deputy registrar of a court
6. a Justice of the Peace
7. a notary public (for the purposes of the Statutory Declaration Regulations 1993)
8. a police officer
9. an agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
10. a permanent employee of the Australian Postal Corporation with two or more years of continuous service who is employed in an office supplying postal services to the public
11. an Australian consular officer or an Australian diplomatic officer (within the meaning of the *Consular Fees Act 1955*)
12. 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)
13. 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)
14. 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, or
15. 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.

Macquarie Individual and Sole Traders identification form

Macquarie Bank Limited ABN 46 008 583 542



Guide to completing this form

- Complete both sections 1 and 2
- Complete one form for each individual who is a signatory on your account(s)
- Complete all applicable sections of this form in **BLOCK LETTERS**

Acceptable ID documents – attach a legible certified copy of the ID documentation (and any required translation)

• Part I – acceptable primary photographic ID documents

Select ONE valid option from this section only (all documents must contain a photograph of the person):

- Australian State/Territory driver's licence
- Australian passport (a passport that has expired within the preceding 2 years is acceptable)
- Card issued under a State or Territory for the purpose of proving a person's age
- Foreign passport or similar travel document also containing the signature of the person

• Part II – acceptable secondary ID documents

SHOULD ONLY BE COMPLETED IF YOU DO NOT OWN A DOCUMENT FROM PART I

Select ONE valid option from this section:

- Australian birth certificate
- Australian citizenship certificate
- Pension card issued by Department of Human Services (previously known as Centrelink)

AND

ONE valid option from this section (all documents must contain the person's name and residential address):

- A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the person
- A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the person to the Commonwealth (or by the Commonwealth to the person)
- A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person

• Part III – acceptable foreign photographic ID documents

SHOULD ONLY BE COMPLETED IF YOU DO NOT OWN A DOCUMENT FROM PART I

Select ONE valid option from this section only (all documents must contain a photograph of the person):

- Foreign driver's licence that also contains the person's date of birth
- National ID card issued by a foreign government that also contains a signature of the person

1

Individual identification procedure

1.1 Personal details

Title:

First and middle name(s):

Common names (if different to above):

Surname:

Date of birth: / / Occupation:

Residential address (PO Box is NOT acceptable)

Street name and number:

Suburb: State: Postcode:

Country:

Are you a sole trader? Yes ► go to section 1.2 No ► go to section 2

Individual identification procedure (continued)

1.2 Sole trader details

Full business name:

ABN (if any):

Principal place of business (if any) (PO Box is NOT acceptable)

Street name and number:

Suburb:

State:

Postcode:

Country:

Business activity:

2

Tax information

Tax Residency rules differ by country. Whether an individual is tax resident of a particular country is often (but not always) based on the amount of time a person spends in a country, the location of a person's residence or place of work. For the US, tax residency can be as a result of citizenship or residency.

Please answer **both** tax residency questions:

Are you an Australian resident for tax purposes? Yes No**Are you a tax resident of another country?** No ► **go to section 3**

Yes. If the individual is a tax resident of a country other than Australia, please provide their tax identification number (TIN) or equivalent below. If they are a tax resident of more than one other country, please list all relevant countries below.

A TIN is the number assigned by each country for the purposes of administering tax laws. This is the equivalent of a Tax File Number in Australia or a Social Security Number in the US. If a TIN is not provided, please list one of the three reasons specified (A, B or C) for not providing a TIN.

| Country 1 | Country 2 | Country 3 |
|--|--|--|
| Country <input type="text"/> | Country <input type="text"/> | Country <input type="text"/> |
| TIN (if no TIN, list reason A, B or C) <input type="text"/> | TIN (if no TIN, list reason A, B or C) <input type="text"/> | TIN (if no TIN, list reason A, B or C) <input type="text"/> |

Reason A: The country of tax residency does not issue TINs to tax residents

Reason B: The individual has not been issued with a TIN

Reason C: The country of tax residency does not require the TIN to be disclosed

Please cross this box if there are more countries, provide details on a separate sheet.

3

Certification of identification documents

Copies of the required identification must be certified and confirmed on the document as a true copy of an original document by one of the following persons:

1. a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described)
2. a judge of a court
3. a magistrate
4. a chief executive officer of a Commonwealth court
5. a registrar or deputy registrar of a court
6. a Justice of the Peace
7. a notary public (for the purposes of the Statutory Declaration Regulations 1993)
8. a police officer
9. an agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
10. a permanent employee of the Australian Postal Corporation with two or more years of continuous service who is employed in an office supplying postal services to the public
11. an Australian consular officer or an Australian diplomatic officer (within the meaning of the *Consular Fees Act 1955*)
12. 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)
13. 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)
14. 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, or
15. 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.