



Macquarie Express Guarantee

Macquarie Bank Limited ABN 46 008 583 542 AFSL and Australian Credit Licence 237502

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

Minimum Bank Guarantee amount: \$25,000	Maximum Bank Guarantee amount: \$1,000,000	Non-refundable application fee: \$400	Amendment fee: \$50
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Where a Macquarie Express Guarantee is required outside the stated limits, please contact your relationship manager or call us on **1300 550 415**.

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).
- Your deposit will need to be paid, and will only be accepted in Australian Dollars.

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.



MACQUARIE
BANK

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, a binding contract will come into existence – MBL will issue the Bank Guarantee to the Beneficiary in exchange for holding the Client's money in a security-blocked account, in order for the funds to be set-off against the value of the Bank Guarantee if a Crystallisation Event occurs (e.g. the Beneficiary presents the Bank Guarantee for payment).

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)

Address

Suburb

State

Postcode

This is the address your account statements will be delivered to. Statements will be issued on a 6 monthly basis, or more frequently as requested by you.

Primary Contact Name

Contact Phone Number

Mobile Phone Number

Email address

Is this for an amendment to an existing guarantee?

No

Yes

Guarantee Number

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)

ABN/ACN (if applicable)

Street Address

Suburb

State

Postcode

3

Guarantee Delivery Details

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

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

Attention to

Street Address

Suburb

State

Postcode

Country

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)

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

Account Name

BSB

Account Number

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

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 MBL 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

Account: 0529 48810

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

8 Signatory Details

Method of operation:

- Any one authorised signatory
 Any two authorised signatories
 Any one A or any two B signatories
 Any one A and any one B signatory

Name	Sign here Signature specimen (only required if adding a signatory)	Type (optional)	Add or remove?
		<input type="checkbox"/> A signatory <input type="checkbox"/> B signatory	<input type="checkbox"/> Add <input type="checkbox"/> Remove
		<input type="checkbox"/> A signatory <input type="checkbox"/> B signatory	<input type="checkbox"/> Add <input type="checkbox"/> Remove
		<input type="checkbox"/> A signatory <input type="checkbox"/> B signatory	<input type="checkbox"/> Add <input type="checkbox"/> Remove
		<input type="checkbox"/> A signatory <input type="checkbox"/> B signatory	<input type="checkbox"/> Add <input type="checkbox"/> Remove
		<input type="checkbox"/> A signatory <input type="checkbox"/> B signatory	<input type="checkbox"/> Add <input type="checkbox"/> Remove

If additional space is required to add signatories, please photocopy the form.

9 Acceptance

Please read the attached Terms and Conditions. We recommend that you seek independent legal and financial advice before signing this document. Please note that you can withdraw this offer at any time before our 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 MBL 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 MBL with details of any changes to the tax residency information of its beneficial owners. On request, the director(s) will also provide MBL with any further information of its beneficial owners that MBL 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.

Any person signing this acceptance who wants to be a Authorised Signatory on the account must supply a specimen signature above in section 8.

OR

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

Declaration by individuals: By signing below I agree to the Terms and Conditions and 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 MBL 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 the Client:

Client 1

Print Name

Witness

Print Name

Client 2

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.



MACQUARIE
BANK

Tax File Number collection form

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

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.



MACQUARIE BANK

Bank Guarantee

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).

Guarantee No.

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.

Date

Authorised signatory

Print name

Authorised signatory

Print name



MACQUARIE
BANK

Privacy Consent and Collection Statement

A

Your consent and agreement

To: Macquarie Bank Limited and its related companies ("the Bank").

Subject to applicable laws, **I consent and agree** to the Bank collecting, using, holding and disclosing my personal information and Credit Information, and exchanging it with the Bank's Agents and/or the parties detailed below, now or in the future, within or outside Australia, for the following purposes:

1. Seeking and using consumer and commercial credit information about me.

This includes Credit Information and information derived from credit reporting bodies (CRBs) to:

- assess an application by me for consumer or commercial credit
- manage my loan and related arrangements, and assess hardship applications
- assess an application to be a guarantor in relation to credit
- review my credit on a periodic basis or in connection with changes (for example, credit limit) as though assessing a new application
- collect overdue payments, and
- create assessments and ratings of my credit worthiness.

2. Exchanging information with CRBs,

for the purposes described above and to allow the CRBs to maintain information about my credit worthiness before, during or after the provision of credit.

3. Exchanging information with other credit providers and guarantors,

including my personal and Credit Information for any purposes permitted by law or industry code including:

- assessing my applications for credit or to be a guarantor, 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
- giving or obtaining an opinion on me about my credit worthiness.

4. Exchanging information with other parties,

including my brokers, advisers and other representatives, guarantors, third parties via data feeds which I authorise, 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, conveyancing and identity verification service providers, valuers and debt collection agencies.

5. Managing and administering my account,

including processing this and any future applications, communication and monitoring, auditing and evaluating products and services provided, model and test data, improving and developing product and services, conducting credit scoring, securitisation, research, risk management and portfolio analysis, providing and administering any related rewards program and dealing with any complaints or enquiries.

B Your acknowledgements

I **acknowledge** the Bank:

- **information collection** – collects personal information through interactions with me and my nominated adviser/s or broker (including telephone, email or online), as well as the Bank's Agents, public sources and third parties including information brokers. Without this information, the Bank may not be able to process my application or provide me with an appropriate level of service and in some cases I may not be able to make withdrawals from my loan account
- **compliance** – collects and may disclose my personal information under various laws including the Anti-Money Laundering and Counter-Terrorism Financing Act; National Consumer Credit Protection Act; the Superannuation Industry (Supervision) Act; the Personal Property Securities Act and certain state property laws. The Bank may also disclose personal information to regulatory authorities in Australia and overseas in connection with their lawful requests
- **sensitive information** – collects sensitive information for specific purposes, such as information regarding my health, to enable the assessment of a hardship relief application. The Bank may use and disclose such information for those purposes and seek such information from my health providers
- **third-party consent** – relies on me to ensure that, before I give any personal information about someone else to the Bank, that person has consented to me providing their information to the Bank based on this privacy consent
- **service providers and the Bank's Agents** – may exchange my personal information with their related companies, other funders and service providers that assist in the management of my credit. The types of third parties which the Bank may exchange your personal information with are described in the Bank's Privacy Policy. Some third parties may operate outside Australia including locations in the Philippines, India and the countries specified in the Bank's Privacy Policy. Where this occurs, the Bank takes steps to protect information against misuse or loss
- **marketing** – and its related companies may use my personal information to contact me on an ongoing basis by telephone, email, online and other means to offer products or services that may be of interest, unless I change my marketing preferences by telephoning the Bank on 1800 806 310 or visiting www.macquarie.com.au/optout-bfs

C Your rights

Under the Privacy Act, I understand that I may request access to and correction of the personal information the Bank holds about me. I may also request a copy of the Bank's and Bank's Agents' privacy policies and where applicable credit reporting policies. These policies contain further details about handling of personal and Credit Information including how I may access or update that information, how privacy

concerns are dealt with, website privacy information, which CRBs are used and how I can request copies of information from those CRBs or limit the disclosure of my Credit Information. The Bank's Privacy Policy and Credit Information Policy can be found via macquarie.com/personal, or by contacting the Macquarie Privacy Officer on 1800 806 310 or privacy@macquarie.com.

D Definitions used

Bank's Agents refers to 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 including other entities involved in any securitisation of the credit provided to you.

Credit Information refers to permitted identification information; credit applications and the amount and type of credit; the Bank being a current credit provider; the credit limit and loan start/end dates; repayment history information, including default information (such as payments overdue for more than 60 days in specified circumstances); advice about new payment arrangements or where payments are no

longer overdue; in specified circumstances that in the opinion of the Bank there has been a serious credit infringement such as 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. In respect of information provided to guarantors, this also includes upfront, ongoing and historical information about your financial position, credit reports, financial accounts, statements and default information for any loan you have with the Bank.

Privacy Act means the *Privacy Act 1988* (Cth).

Terms and Conditions

1. Application Fee
On the Application Date, you must pay to us the non-refundable Application Fee.
2. Provision of Bank Guarantee
We will only issue a Bank Guarantee to you if:
 - a. we have received:
 - i. the correctly completed Request for Bank Guarantee signed by you;
 - ii. your Customer Identification Forms and supporting documentation; and
 - iii. the Deposit Amount and the Application Fee;
 - b. we have conducted and received satisfactory results of searches in respect of you and the Beneficiary; and
 - c. we approve, in our absolute discretion, the Purpose for which the Bank Guarantee is to be issued.
3. Repayment and fees
 - a. You are not entitled to the Deposit Amount (or any part of it) until either:
 - i. the Outstanding Money has been repaid or discharged in full and no Crystallisation Event subsists; or
 - ii. the original Bank Guarantee has been cancelled by the Beneficiary or the Expiry Date has lapsed and you have no Outstanding Money owing to us.
 - b. If the Deposit Account is held jointly, please refer to the PDS for further details as to how you can operate the Deposit Account, subject to clause 3(a) above.
 - c. We may in our reasonable discretion determine whether:
 - i. the Outstanding Money has been repaid or discharged in full;
 - ii. a Crystallisation Event subsists; and
 - iii. there is any Outstanding Money owing to us.
 - d. No loan is granted to you by us until the point in time a Crystallisation Event occurs.
 - e. Where you request us to attend a settlement to exchange the Deposit Amount (or any part of it) for the return of the Bank Guarantee or Replacement Guarantee, we may charge you a settlement fee of \$350.
 - f. Each request to vary a Bank Guarantee may incur a \$50 variation fee.
4. Application of Deposit Amount
 - a. You irrevocably authorise us to apply the Deposit Amount (or any part of it) towards the satisfaction of the Outstanding Money (or any part of it). To the extent any part of the Deposit Amount is applied in satisfaction of the Outstanding Money, your right to receive any equivalent amount of the Deposit Amount is extinguished.
 - b. We may exercise the rights conferred under clause 4(a):
 - i. in our absolute discretion at any time;
 - ii. without prior notice to, or further authority or instructions from, you or any other person (however we will promptly inform you after we have done so);
 - iii. irrespective of whether the Outstanding Money (or any part of it) is presently due and payable; and
 - iv. in relation to the whole or any part of the Deposit Amount or the Outstanding Money.
 - c. Without limiting clause 4(a) or our rights under clause 11, immediately on the occurrence of any Crystallisation Event you must pay to us the Guarantee Amount regardless of whether we have paid, or have been requested to pay, money to the holder or beneficiary of any Bank Guarantee or Replacement Guarantee, and we can, without notice to you, and without having to comply with any requirements of any other instrument between us and you, apply the Deposit Amount towards satisfaction of your payment obligation.
 - d. We will notify you as soon as reasonably practicable following the application of the Deposit Amount (or any part of it) towards the Outstanding Moneys.
5. No security interest
Nothing in this document creates a "security interest" (as that term is defined in section 12(1) of the Personal Property Securities Act 2009 or any other legislation concerning the registration of security interests) in favour of us.
6. Interest
 - a. Subject to clause 19 and unless otherwise agreed with us in writing, we will pay interest on the Deposit Amount at the Macquarie Express Guarantee Rate and will pay the interest to the Deposit Account or to any other account you have nominated.
 - b. Interest on the Deposit Account is calculated in accordance with the PDS.
 - c. The Macquarie Express Guarantee Rate is a variable rate of interest and is subject to change at any time. The standard Macquarie Express Guarantee Rate is available on request or on our website at macquarie.com. We will notify you of a change in the Macquarie Express Guarantee Rate on or before the day that the change takes effect, either by advertising in a national newspaper or by writing to you.
7. General Representations and Warranties
You represent and warrant that:
 - a. you have the power to enter into, comply with your obligations under this Agreement and allow them to be enforced;
 - b. each of your obligations under this Agreement are binding;
 - c. you are 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 pending or threatened proceeding(s), enquiry or other action(s) which may affect you or any of your assets before any tribunal, court, commission or Governmental Agency;
 - e. if you are a trustee, you have full power and authority to execute and perform your 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 you have been appointed as notified in the Request for Bank Guarantee;

- f. you are not the trustee of any trust or settlement which you have not notified to us in the Request for Bank Guarantee;
- g. no Crystallisation Event has occurred or would be likely to occur as a result of you entering into this Agreement and complying with your obligations under this Agreement; and
- h. if a corporation:
- i. you have been duly incorporated as a company limited by shares under the Corporations Act and are validly existing under the Corporations Act and have the power and authority to carry on your business; and
 - ii. you have 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.
8. Your Undertakings
- a. You undertake to:
 - i. fully comply with all laws binding on you or to which any of your assets are subject to, and all requirements or orders of any Governmental Agency;
 - ii. ensure that no Crystallisation Event occurs;
 - iii. do everything necessary or reasonably required by us to preserve and protect our 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 our 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 us, such additional amounts may be necessary to ensure that the Deposit Amount remains equal to the Guarantee Amount.
9. Indemnity
- You indemnify us, each Attorney, any associated agents, contractors and employees, against any reasonable loss, liability, cost and expense incurred directly or indirectly in connection with:
- a. the occurrence of any Crystallisation Event;
 - 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 you (or on your behalf);
 - d. the Bank Guarantee not being issued because of something you have failed to do (e.g. failure to satisfy any Condition Precedent);
 - e. us paying or receiving any amount under or in connection with the Bank Guarantee in any currency other than Australian Dollars; and
 - f. any Tax payable or levied on or in connection with this Agreement.
- In the absence of manifest error, a certificate or statement by us is conclusive evidence of the amount payable by you pursuant to this clause.
10. Power of Attorney
- a. You irrevocably appoint us and each of our Authorised Officers jointly and each of them severally to be your Attorneys for the purposes detailed in this clause.
 - b. Each Attorney may, on your behalf, exercise one or more of the following rights (acting reasonably and in good faith):
 - i. do anything which you ought to do in connection with this Agreement;
 - ii. do anything which we consider reasonably appropriate to:
 - A. give effect to the exercise of our rights; or
 - B. enforce, protect or preserve the Deposit Account or to preserve and collect any money payable in connection with the Deposit Account; and
 - iii. date, complete or correct any details in the Agreement or the Bank Guarantee.
 - c. You must promptly ratify all acts performed by your attorney under this clause.
11. Crystallisation Event
- a. Upon the occurrence of a Crystallisation Event, we may, subject to clause 11(b):
 - i. demand immediate payment of the Outstanding Money, and if payment of the Outstanding Money is not received immediately, exercise rights of set-off available to us under the PDS;
 - ii. terminate this Agreement (and give notice to you as soon as reasonably practicable thereafter); and
 - iii. exercise all of our rights and remedies against you under this Agreement and any associated documents.
 - b. Before we take any action available to us under clause 11(a), we will make an assessment that the Crystallisation Event is material, either by its nature or where we reasonably consider that the event has had, or is likely to have, a material impact on:
 - i. your ability to meet your financial obligations to us;
 - ii. credit or security risk (or our ability to assess these);
 - iii. our legal or reputational risk, where the Crystallisation Event arises from a breach of limb (b) of that defined term.

We are not required to make the above assessment in relation to a Crystallisation Event of the nature described in limb (a) of that defined term.
 - c. We will provide you with at least 30 days notice before exercising the rights available to us under clause 11(a). This notice period may be less where your loan is for business purposes and there is a Crystallisation Event of the nature described in limb (d), (e) or (i) of that defined term or we determine (in our reasonable opinion) that it is necessary for us to act promptly in order to manage an immediate risk (particularly with respect to the value of the Deposit Amount or reputational concerns), or where the Crystallisation Event arises from a failure by you to comply with a relevant law.
 - d. You must immediately notify us of the occurrence or likely occurrence of any Crystallisation Event or Potential Crystallisation Event.
12. Financial Difficulty
- a. If you are experiencing financial difficulty, then you, or your representative should contact us as soon as possible. We will discuss your situation and the options available to help you. The sooner you contact us, the sooner we can try to help.
 - b. Where the BCOP applies, if you enter into this Agreement jointly with someone else or another entity and you are experiencing financial difficulty, then we can assist you. If you ask us to, we will do so without involving the other person/entity initially.
13. Notices
- a. Any notice, demand, consent or other communication given or made under this Agreement must be made in accordance with the notice provisions of the PDS and may be given electronically.
14. Assignment
- a. We may assign or otherwise transfer all or any part of our rights or obligations under this Agreement and the Bank Guarantee without your consent, with prior notice. We may disclose to a proposed assignee information relating to this Agreement and the Bank Guarantee.
 - b. You must not assign any of your rights under this Agreement or the Bank Guarantee without our prior written consent (not to be unreasonably withheld).

15. Waiver, Consent and Approval

- a. Any waiver, consent or approval given by us under this Agreement is only binding on us if it is given in writing and executed by us or any of our Authorised Officers.
- b. Failure by us 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.

16. Governing Law

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

17. 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.

18. Privacy Act

- a. We need to collect the personal information requested in this Agreement to enable us to enter into the Bank Guarantee with the Beneficiary. We may disclose the personal information collected from this Agreement to:
 - i. our relevant staff involved in delivering services;
 - ii. contractors and contracted service providers engaged by us to deliver our services; and/or
 - iii. the Beneficiary.
- b. By completing and signing the Request for Bank Guarantee and returning it to us, you agree that we may use and disclose your information as set out in the Privacy Consent and Collection Statement.

19. Payments and Issuing the Deposit Account

- a. All payments by you under this Agreement are to be made:
 - i. in immediately available funds on the due date to such account that we nominate; and
 - ii. by electronic transfer or such other means that we may determine from time to time.
- b. All amounts payable by you 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, you must pay to us any such additional amounts necessary to enable us to receive a net amount equal to the amount which would have been received if no deduction or withholdings had been required.
- c. If we are not able to create your 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 we are not able to issue your Deposit Account within a period of one month starting from the day we identify the Deposit Amount (or if this is not practicable, by the end of such longer period as is reasonable in the circumstances), we will return the Deposit Amount to you.
- e. On the Expiry Date (where applicable) we will refund the Deposit Amount as soon as reasonably practicable to the Nominated Account or such other means that we may determine from time to time.

20. Banking Code of Practice

This is a banking service to which the BCOP applies. The BCOP is an industry code which sets standards of good banking conduct for banks, their staff and their representatives. The BCOP will apply to this contract when we adopt the BCOP on or before 1 July 2019 if you are an individual or a small business (as defined in the BCOP).

21. 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 of lodgement of the Request for Bank Guarantee by you;

Attorney means an attorney appointed under clause 10 of this Agreement;

Authorised Officer means:

- a. a person notified by us to you as our Authorised Officer; or
- b. any of our employees whose title contains the word 'director' or 'manager';

Authorised Signatory has the meaning given to that term in the PDS;

Bank Guarantee means the Bank Guarantee to be issued by us to the Beneficiary at your request, in accordance with this Agreement;

BCOP means the Banking Code of Practice;

Business Day means every weekday except for Australian national public holidays;

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

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

- a. the Beneficiary presents the Bank Guarantee to us in the manner specified in the Bank Guarantee;
- b. a representation or warranty made or taken to be made on behalf of you in this Agreement or elsewhere is incorrect or misleading when made or taken to be made;
- c. you breach an undertaking given to us, whether under this Agreement or otherwise;
- d. you cease to carry on your business, or a substantial part of your business;
- e. if you are a company, an Insolvency Event occurs;
- f. any of the following occur if you are a trustee of a trust:
 - i. any application to a court for breach of trust, fiduciary duty, or any trustee legislation or regulation; or
 - ii. any application to a court for the termination of the trust being made;
- g. if you are an individual, you commit an act of bankruptcy within the meaning of section 40 of the Bankruptcy Act 1966 (Cth);
- h. any of the following occur if you are comprised of a partnership:
 - 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 our consent;
- i. you create, or attempt to create or permit the creation of a security interest (as that term is defined in the Personal Property Securities Act 2009 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.

Deposit Account means the security-blocked account which is maintained by us in your name pursuant to this Agreement for the purpose of depositing the Deposit Amount;

Deposit Amount means the amount you hold in the Deposit Account pursuant to this Agreement, which may exceed the Guarantee Amount;

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;

Insolvency Event means:

- a. 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;
- b. a receiver, liquidator, provisional liquidator or administrator is appointed or steps are taken towards any of these things occurring;
- c. a compromise or arrangement of the kind referred to in Part 5.1 of the Corporations Act is proposed;
- d. 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;
- e. it is, or may be deemed within the meaning of any applicable law to be, insolvent or unable to pay its debts; or
- f. 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;

MBL Account means the non-interest bearing trust account we use to clear funds transferred to us 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. is or becomes actually or contingently liable to be paid by you to us;
- b. comprises all or any part of the Guarantee Amount including any amounts which we could be requested to pay under the Bank Guarantee and any Replacement Guarantee (even if no demand or request has been made on us to make any payment) and the Application Fee;
- c. the parties agree will form part of the Outstanding Money; or
- d. we are entitled to debit to your account or are liable to pay by reason of any of your acts or omissions;

PDS means the Macquarie Bank Limited Deposits and Non-Cash Payment Facilities Product Disclosure Statement issued from time to time and published at macquarie.com;

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

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

Request for Bank Guarantee means your request to us 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);

We, us and **our** means Macquarie Bank Limited, ABN 46 008 583 542, AFSL and Australian Credit Licence no. 237502; and

You and **your** means the applicant under the Request for Bank Guarantee and this Agreement.

22. 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.

23. Inconsistency with Other Agreements

These terms and conditions are to be read in conjunction with the terms and conditions contained in the PDS. If any of the terms and conditions in the PDS are inconsistent with these terms and conditions, these terms and conditions will prevail.



MACQUARIE BANK

Setup Active Banking access

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

Use this form to create a new user to access your account/accounts via Macquarie Active Banking. Please use black ink and mark boxes with an X.

Please see section 4 to learn more about user access levels.

Return this form by email to **business@macquarie.com** or mail to Client Administration: Macquarie Bank Limited, GPO Box 4294, Sydney NSW 1164.

1

User details (ALL fields required)

Do you have a Macquarie Access Code? No Yes ▶ Macquarie Access Code

First and middle name(s)

Surname Common names (if different to above)

Company name

Date of birth (DDMMYYYY) Occupation

Residential address (cannot be a PO Box)

Street number and name

Suburb/town State: Postcode:

Delivery address (the password calculator (for authorisers) will be delivered by express post to this address)

Street number and name

Suburb/town State: Postcode:

Contact details

Mobile phone number (your password will be sent to this number)

Business phone contact

Email address

This form must contain an original signature(s) – digitally inserted signatures will not be accepted.

- The User hereby applies to access and use Macquarie Active Banking. The User acknowledges that if Macquarie Bank ("the Bank") accepts this Application the Bank will forward to the User the Macquarie Active Banking Online Terms and Conditions ("the Agreement") governing the use of Macquarie Active Banking.
- The User identified above acknowledges the Bank has entered into or may enter into the Agreement with the Client.
- In consideration of the Bank entering into the Agreement and allowing the Client and the User to access Macquarie Active Banking, the Client agrees that:
 - (a) they will ensure that there is no breach of the Agreement;
 - (b) they will observe all of the Terms and Conditions of the Agreement, as amended from time to time;
 - (c) the first use of Macquarie Active Banking by the Client and/or any User will be taken as acceptance and agreement by the Client to the Terms and Conditions of the Agreement.

User signature

Date (DDMMYYYY)



IMPORTANT

Are you requesting to have sole or dual authorisation access? If yes, please complete the below questions and provide a certified copy of your Driver's License or Passport.

Are you an Australian resident for tax purposes? No Yes

Are you a resident of another country for tax purposes? No Yes ▶ please complete the **Individual Macquarie Identification form**

2

Nominate user access levels (required)

Choose one of the three options below:

- Copy account and access levels from an existing user ► **complete section A**
- Specify the accounts and access levels required for the user ► **complete section B**
- Copy existing user access plus specify additional access ► **complete sections A and B***

* **Note:** in the event of an inconsistency in the information you provide in Section A and Section B of this form, your instructions in Section B will be used.

SECTION A

COPY ACCOUNTS AND FACILITIES AND ACCESS LEVELS FROM AN EXISTING USER

Access details of existing user:

User name Macquarie Access Code

Is this user replacing the existing user nominated above?

- No
- Yes ► **please note we will delete access to the Macquarie Access Code above**

PASSWORD CALCULATOR (REQUIRED)

Do you want to transfer an existing password calculator to this user?

- No
- Yes ► Password calculator serial number

Please note we will delete access for the existing Macquarie Access Code that is linked to this calculator

SECTION B

NOMINATE USER ACCESS LEVELS (REQUIRED)

Please indicate which accounts and facilities are to be accessed and what level of access is required. List of access levels are in section 4.

	Account/Facility name	Enter Account/Facility number				Sole Auth	OR	Dual Auth
			View	Create	Down-load			
1	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OR	<input type="checkbox"/>
2	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OR	<input type="checkbox"/>
3	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OR	<input type="checkbox"/>
4	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OR	<input type="checkbox"/>
5	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OR	<input type="checkbox"/>
6	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OR	<input type="checkbox"/>
7	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OR	<input type="checkbox"/>
8	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OR	<input type="checkbox"/>
9	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OR	<input type="checkbox"/>
10	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OR	<input type="checkbox"/>

If you chose sole authorisation or dual authorisation above, do you wish to set a daily payment authorisation limit?

Please note if you choose a limit, it applies for all accounts and facilities under the user's access.

- No
- Yes ► Amount: \$

3

Authority (required)

This form must be signed by any one of the following:

- two directors or a director and a company secretary
- for a sole director/secretary company, the director/company secretary
- partnerships - any two partners
- authorised signatories as per the method of operation for all accounts/facilities which are to be accessed by the user.

This form must contain an original signature(s) – digitally inserted signatures will not be accepted.

Authorised signatory

Date (DDMMYYYY)

Print name

Your corporate title

Authorised signatory

Date (DDMMYYYY)

Print name

Your corporate title

4

Available Access Levels

View	Create	Download (for use with compatible software platforms)	Sole Authorise & Dual Authorise (this does not include create access)
The user can: <ul style="list-style-type: none"> view account and transaction details only. 	The user can: <ul style="list-style-type: none"> view account and transaction details roll-over Term Deposits update email addresses for term deposits update TFN/ABN update daytime contact number update mobile number switch to online statements create transactions request a bank cheque stop cheque payments initiate open and closure requests (these must then be authorised by the user/users who have authorisation access) 	The user can: <ul style="list-style-type: none"> download account and transaction data via Macquarie Download files for use with compatible software platforms. *NB – Download files may contain a group of accounts. Their setup can be discussed with your Relationship Manager.	The user can: <ul style="list-style-type: none"> authorise transactions and account openings and closures that have been created Dual Authoriser can only authorise transactions and account openings and closures in conjunction with another authoriser. *NB – A password calculator must be used to authorise payments

Return this form by email to **business@macquarie.com** or mail to Client Administration: Macquarie Bank Limited, GPO Box 4294, Sydney NSW 1164.