

Please send the completed form to:

Attn:

Post:

Email:

Phone:

MACQUARIE RELATIONSHIP BANKING



# Macquarie Express Bond - Request for Bond

## Before applying for a Macquarie Express Bond

Before applying for a Macquarie Express Bond, you should download and read a copy of the Product Disclosure Statement (pdf 1.14 MB).

### Important information

The Customer requests Macquarie Bank Limited ABN 46 008 583 542 (MBL) to issue a Bond to the Beneficiary on the Customer's behalf, the details of which are set out in this Request for Bond, the Product Disclosure Statement for Deposit Products and Non Cash Payment Facilities, and in the attached Terms and Conditions. The Customer 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 Bond once it has been signed by you for your records. You should also keep a copy of the Terms and Conditions for your records.

### Customer Identification Form - Australian & Foreign Companies

This form is placed at the end of the Macquarie Express Bond - Request for Bond form. Send the completed form, including any supporting certified documents with the Macquarie Express Bond - Request for Bond application.

### Supply of Proforma Template of the Bond

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.

### Application fee

The application fee is \$400.00. There are no account keeping fees.

## 1 What is your state?



This will be the address where you send the signed Request for Bond, the Tax File Number Collection Form and the Declaration of Solvency. You should keep a copy of these documents once they have been signed by you for your records. You should also keep a copy of the Terms and Conditions for your records.

Mark ONE only

- NSW/ACT  Once you have selected your state you will be provided with the appropriate address below to send your completed forms to.
- QLD
- VIC/TAS
- SA
- WA/NT

## 2 Customer details

Registered/Legal name

(This is the name that will appear on the Bond)

Trust name (if applicable)

ABN/ACN

Contact phone number

Fax number

Email address

Street number and name **PO Box address is not acceptable**

Suburb/town

State

Postcode

Country

## 3 Beneficiary details

Beneficiary (legal name, capacity, relevant Government

Department. This is the name that will appear on the Bond)

Street number and name **PO Box address is not acceptable**

Suburb/town

State

Postcode

Country



@ M R B 1 0 4 @

## Macquarie Express Bond - Request for Bond

### 4 What is the Bond amount?

### 5 What is the purpose of the Bond?

Ensure that you give a complete and accurate description of the purpose of the Bond. You also need to provide a draft of the bond that you require to be issued. 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.

Mark ONE only

Environmental Performance Bond

Financial assurance

Security deposits

Other  Provide details below

Relevant tenement identification details

### 6 What is the source of the funds?

Mark ONE only

Capital raising

Business proceeds

Savings

Sale of asset

### 7 Please read this before answering the following question

Forward funds (equivalent to the amount of the Bond) to Macquarie Bank Limited, plus a \$400 application fee 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:

**Payee:** Macquarie Bank Limited

**Bank:** Macquarie Bank Limited

**Branch:** 1 Shelley Street, Sydney NSW 2000

**BSB :** 182-255

**Account Number:** 0529 48810

**Payment Description:** Insert the FULL name of your Company, including ABN/ACN.

Ensure the full account number is entered (including zeros) and that the Payment Description field is completed.

Payment can also be made via bank cheque (no personal cheques accepted) but if you choose this method we can only start processing your application once the funds have cleared, this will take an extra few days.

How will you be forwarding the Bond amount and the application fee of \$400.00?

Mark ONE only

Electronic Funds Transfer (EFT)  Go to next question

Bank cheque

### 8 Payment details

Ensure the "Remitter name" and "Reference or Description" fields are completed below so your payment can be easily identified.

Remitter name

ABN/ACN

Reference

(Payment reference or description used for electronic transfer)

### 9 Please read this before you sign

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.

Declaration and Execution

- I acknowledge I have read the Product Disclosure Statement (PDS) and understand the Terms and Conditions of the PDS in addition to those contained overleaf apply to this bond.

Signature of Director 1 (or Sole Director/Secretary)

Print name

Date

D	D	M	M	Y	Y	Y	Y

Signature of Director 2

Print name

Date

D	D	M	M	Y	Y	Y	Y

**Tax File Number Collection Form**

**1 To:**  
**Macquarie Bank Limited**  
ABN 46 008 583 542

**2** Customer name 1

Tax File Number/ABN

Customer name 2

Tax File Number/ABN

**3** Trust account  
No   
Yes

**We will destroy the TFN(s) immediately after it/they has/have been recorded**

## Declaration of Solvency and Privacy Act Collection Statement

### Declaration of Solvency

To:

**Macquarie Bank Limited**

ABN 46 008 583 542

Dear Sirs,

#### Facility to

--

("the Customer")

In relation to a Macquarie Express Bond as set out in the Request for Bond and the Terms and Conditions between Macquarie Bank Limited and the Customer, we hereby certify that the Customer is, on the day of this Certificate and following execution of the Request for Bond by the Customer, able to pay its debts as and when they fall due from its own moneys.

#### Yours faithfully

Signature of Director

--

Date

D	D	M	M	Y	Y	Y	Y

Signature of Director/Secretary

--

Date

D	D	M	M	Y	Y	Y	Y

### Privacy Act Collection Statement

To:

**Macquarie Bank Limited**

ABN 46 008 583 542

If you complete this application you may supply Macquarie Bank Limited with information which is personal information subject to the Privacy Act.

Macquarie Bank Limited and its subsidiaries operate in a range of investment banking, commercial banking and retail financial services markets in Australia and internationally. Macquarie employs more than 12,700 people, operating in more than 70 office locations in 28 countries. You can contact us by telephoning us on 02 8232 8904, writing to The Compliance Manager 1 Shelley Street, Sydney NSW 2000.

We collect your personal information to:

- assess your application and provide our loan and deposit products and related services to you.
- communicate with you in relation to your facility with us and all transactions relating to the facility.
- monitor, audit, evaluate and otherwise administer your facility and related services.
- determine future product and business strategies and develop services, including the modelling of data and data testing.
- offer products or services which we expect may be of interest to you. If you do not wish to receive these other offers, you should indicate this to us by selecting the No Box, and returning this form with your Request for Bond.

Your personal information may be provided to other Macquarie group companies or to Macquarie's agents or contractors which provide services in connection with this product and related services for these purposes.

You can contact us by phone on 02 8232 8904, fax on 02 8232 7067 and request access to your personal information. In normal circumstances, we will give you full access to your personal information, however there may be some legal or administrative reason to deny you access, in which case we will tell you of our reason.

There may be some charge to give you access where your request requires the compilation of personal information that has been archived or is significant in volume.

You can obtain a copy of our privacy statement on [www.macquarie.com.au](http://www.macquarie.com.au) or by requesting it from us.

No I do not wish to receive further information regarding products or services from Macquarie Bank Limited.

## Terms and Conditions

### 1 Acceptance

Upon the Customer completing the Request for Bond and MBL providing an executed Bond to the Customer, the Customer's offer is accepted by MBL and a binding contract will come into existence.

### 2 Application Fee

The Customer must pay to MBL the non-refundable Application Fee ultimately on the Application Date.

### 3 Provision of Bond by MBL

MBL will only send a Bond to the Customer if:

- (a) the following Conditions Precedent have been satisfied by the Customer:
  - (i) MBL has received the completed Request for Bond signed by the Customer or an Authorised Officer of the Customer; and
  - (ii) MBL has received a completed Tax File Number Collection Form; and
  - (iii) MBL has received the Declaration of Solvency made by two directors, or a director and secretary, or sole director/sole secretary of the Customer; and
  - (iv) MBL has received the Deposit Amount and the Application Fee; and
  - (v) MBL has received a copy of the proforma template for the Bond to be issued which is satisfactory to MBL in all respects.
- (b) MBL has conducted and received satisfactory results of searches and representations and warranties in respect of the Customer and the Beneficiary; and
- (c) MBL approves, in its absolute discretion, the Purpose for which the Bond is to be issued; and
- (d) the issuing of the Bond will not result in a breach of any term or condition of this Agreement by the Customer or MBL; and
- (e) in MBL's reasonable and absolute 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 Customer, and in its absolute discretion, terminate this Agreement.
- (b) Upon termination by MBL in accordance with clause 4(a), the Customer shall immediately pay the Outstanding Money to MBL and the Customer must take all steps to obtain the discharge of MBL from any and all liability to the Beneficiary under the Bond, including, but not limited to, immediately returning the Bond or Replacement Bond 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 Bond Amount to the Beneficiary and apply the Deposit Amount (or any part of it) in or towards the satisfaction of the Outstanding Money in accordance with clause 6 of this Agreement.

### 5 Repayment

- (a) The Customer has no right 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) MBL has received for cancellation the original Bond from the Beneficiary and there is no Outstanding Money owed by the Customer to MBL.
- (b) MBL may in its absolute discretion determine whether:
  - (i) the Outstanding Money has been repaid or discharged in full; and
  - (ii) no Event of Default subsists; and
  - (iii) there is any Outstanding Money owed by the Customer to MBL.
- (c) Where the Customer requests MBL to attend a settlement to exchange the Deposit Amount (or any part of it) for the return of the Bond or Replacement Bond, MBL may require the Customer to pay a settlement fee to MBL. MBL's standard settlement fee is \$350.

### 6 Application of Deposit Amount

- (a) The Customer irrevocably authorises MBL to apply the Deposit Amount (or any part of it) in or 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 and from time to time after the date of this Agreement;
  - (iii) without notice to, or further authority or instructions from, the Customer or any other person;
  - (iv) irrespective of whether the Deposit Amount or the Outstanding Money is then 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 and for the purpose of clarification, immediately on the occurrence of any Event of Default the Customer must pay MBL the Bond Amount regardless of whether MBL has paid or has been requested to pay money to the holder or beneficiary of any Bond or Replacement Bond and MBL can, immediately and without notice to the Customer and without having to comply with any requirements of any other instrument between MBL and the Customer, apply the Deposit Amount towards satisfaction of this payment obligation of the Customer.
- (d) The Customer authorises MBL to effect such currency exchanges on such terms and at such rates from time to time as are reasonably determined as necessary by MBL to effect anything under this clause 6 where the Outstanding Money and the Deposit Amount are denominated in different currencies.
- (e) An application of money may be effected by such means as MBL may 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 Customer that the application of money has been effected.
- (f) The Customer acknowledges that its right to receive any of the Deposit Amount will be extinguished to the extent that any of the Deposit Amount is used in the manner permitted under this clause 6.

### 7 No Charge

The Customer 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 state legislation concerning registration) in favour of MBL.

### 8 Interest

- (a) MBL will pay interest on the Deposit Amount at the Macquarie Express Guarantee Rate.
- (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](http://www.macquarie.com.au).

### 9 Review

MBL may review the Agreement and vary its terms at any time that MBL, in its absolute discretion, thinks fit. At any review MBL may, if any event has occurred which, in MBL's reasonable opinion, may have a Material Adverse Effect, by written notice to the Customer:

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

## Terms and Conditions continued

### 10 General Representations and Warranties

The Customer represents and warrants that:

- (a) it has the power to enter into, and 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, suit, enquiry or other action 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 trustee of the trust as notified in the Request for Bond;
- (f) it is not the trustee of any trust or settlement which it has not notified to MBL in the Request for Bond;
- (g) no Event of Default has occurred or would be likely to occur as a result of the Customer 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 with reference to the facts and circumstances then subsisting.

### 11 Customer's Undertakings and Acknowledgements

- (a) The Customer undertakes to:
  - (i) fully comply with all laws binding on it or any of its assets 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 Deposit Account in immediately available funds the Deposit Amount and the Application Fee;
  - (v) ensure that the Deposit Amount is not less than the Bond Amount at any time;
  - (vi) without limiting (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 shall at all times remain equal to the Bond Amount.
- (b) The Customer acknowledges that a discharge of MBL by the Beneficiary under the Bond shall not prejudice or adversely affect the obligations of the Customer at all times 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

As an independent and principal obligation, the Customer indemnifies MBL, each Attorney, and their respective agents, contractors and employees, against any loss or liability sustained by them and all 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 Bond or this Agreement;
- (c) any false or misleading information or statement provided or made by or on behalf of the Customer to MBL;
- (d) the Bond not being issued as a direct or indirect consequence of any action or omission by the Customer, including a failure by the Customer 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 Bond; and
  - (ii) in MBL's opinion, is appropriate to make good any attempt to make any default by the Customer in complying with its obligations under the Agreement or the Bond, including, in each case, legal costs and expenses on a solicitor and own client basis or a full indemnity basis, whichever is the higher; and
- (g) any Tax payable or levied on or in connection with this Agreement.

### 13 Further Assurance

The Customer must do anything 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 Customer 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 Customer exercise one or more of the following rights:
  - (i) it may do anything which the Customer ought to do under or in connection with this Agreement;
  - (ii) it may do anything which MBL considers appropriate:
    - (A) to give effect to the exercise of MBL's rights; or
    - (B) to 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 Bond; and
  - (iv) do anything the Attorney considers desirable.
- (c) Upon request by MBL, the Customer must ratify all acts of the Attorneys.

### 15 Costs

The Customer indemnifies MBL against all losses, liabilities, costs and expenses (including legal costs) incurred at any time actually or contingently by MBL arising directly or indirectly from:

- (a) a failure by the Customer to comply with any obligation under this Agreement;
- (b) MBL exercising any right under this Agreement;
- (c) MBL acting as the Customer's attorney or providing any indemnity to any person so acting; or
- (d) MBL acting on any direction or instruction given by or on behalf of the Customer in connection with the Agreement. A certificate or statement by MBL is conclusive evidence of the amount payable by the Customer pursuant to this clause.

## Terms and Conditions continued

### 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 (without being obliged to give notice to the Customer); and
- (c) to exercise all of its rights and remedies against the Customer under this Agreement and any associated documents.

The Customer 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 facsimile number of the recipient, as specified in the Request for Bond.
- (b) The Customer or MBL may change its address 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) MBL may assign or otherwise transfer all or any part of its rights or obligations under this Agreement and the Bond. MBL may disclose to a proposed assignee information relating to this Agreement and the Bond.
- (b) The Customer cannot assign any of its rights under this Agreement or the Bond without the prior written consent of MBL.

### 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.

### 20 Governing Law

This Agreement will be governed by the laws of New South Wales. The Customer 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 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 Bond 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 Bond and returning it to MBL, the Customer agrees that MBL may use and disclose the Customer's information as set out in clause 22(a) above. This consent to the use and disclosure of the Customer's personal information remains valid unless the Customer alters or revokes it by giving MBL written notice. If the information provided in or in connection with this Agreement is personal information, the Customer can ask MBL which personal information MBL holds about the Customer and, where necessary, notify MBL in writing of changes so that MBL can ensure that the information MBL holds about the Customer is accurate, complete and up to date.

### 23 Payment

- (a) All payments by the Customer 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 Customer 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 Customer 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.

### 24 Definitions

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

**Agreement** means the Request for Bond, the Terms and Conditions and any amendments of those documents;

**Application Date** means the date:

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

**Attorney** means an attorney appointed under clause 14 and any attorney of that attorney;

**Authorised Officer** means any director, associate director, secretary or any class of manager and any person for the time being acting in any of those capacities or any person authorised by the Customer to act on its behalf;

**Bond** means the Bond to be issued by MBL to the Beneficiary at the Customer's request in accordance with this Agreement;

**Bond Amount** means the Bond Amount as stated on the Request for Bond and the Bond Amount defined in the Bond;

**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;

**Clearing Account** means an account used by MBL to clear funds transferred to MBL electronically;

**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;

## Terms and Conditions continued

### 24 continued

**Declaration of Solvency** means the declaration of solvency annexed to this Agreement as executed by the Customer;

**Deposit Account** means the account which is maintained by MBL in the name of the Customer 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 Customer pursuant to this Agreement;

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

- (a) the Customer 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 Customer 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 Customer breaches an undertaking given to MBL, whether under this Agreement or otherwise;
- (e) the Customer ceases to carry on its business, or a substantial part of its business;
- (f) any of the following occur in respect of a corporate Customer:
  - (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 trustee Customer:
  - (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 trust being made;
- (h) the Customer 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 state 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.

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

**Material Adverse Effect** means a material adverse effect on:

- (a) the capacity of the Customer to comply with any of its obligations under this Agreement or the Bond;
- (b) the ability of MBL to exercise its rights under this Agreement or the Bond; or
- (c) the realisable value of the Deposit Amount;

### 24 continued

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

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

**Request for Bond** means the Customer's request to MBL comprised in the first page of this Agreement to issue a Bond 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).

### 25 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.

### 26 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.



**GUIDE TO COMPLETING THIS FORM**

- Complete **ONE** of the following in BLOCK LETTERS:
  - Section 1 (all parts) and Section 3 – for Australian Companies
  - Section 2 (all parts) and Section 3 – for Foreign Companies
- Please send this form and any required supporting certified documents with the application form.

**SECTION 1: AUSTRALIAN COMPANY DETAILS (to be completed if your company is an Australian Company)**

**1.1 General Information**

Full name as registered by ASIC

ACN

Business activity

**Registered office address** (PO Box is NOT acceptable)

Suburb

State  Postcode

Country

If your company's principle place of business is the same as above, tick here

**Principal place of business** (if different to above) (PO Box is NOT acceptable)

Suburb

State  Postcode

Country

**1.2 Company Type** (select  and provide ONE of the following)

- Public – Go to Section 1.3.
- Proprietary – Go to Section 1.4.

**1.3 Listing Details**

(select  the following categories which apply to your public company and provide the information requested)

**Is this Public Company an Australian Listed Company?**  
 If yes, complete details below.  
 Name of market / exchange

**Is this Public Company a majority-owned subsidiary of an Australian listed company?**  
 If yes, complete details below.  
 Australian listed company name  
  
 Name of market / exchange

**If your company is a PUBLIC company, go to section 3. Please remember to complete an Individuals & Sole Traders Customer Identification Form for EACH signatory on your account/s.**

**1.4 Directors**  
(only needs to be completed for proprietary companies)

**This section does NOT need to be completed for public and listed companies.**

Provide **full name** of each director below.

1

2

3

4

If there are more directors, provide details on a separate sheet.



**SECTION 1: AUSTRALIAN COMPANY DETAILS (CONT'D)**

**1.5 Shareholders**

(only needs to be completed for proprietary companies)

Provide details of **ALL individuals** who are beneficial owners through one or more shareholdings of more than 25% of the company's issued capital.

**SHAREHOLDER 1**

Full given name(s)

Surname

Residential address (PO Box is NOT acceptable)

Suburb

State

Postcode

Country

**SHAREHOLDER 2**

Full given name(s)

Surname

Residential address (PO Box is NOT acceptable)

Suburb

State

Postcode

Country

**SHAREHOLDER 3**

Full given name(s)

Surname

Residential address (PO Box is NOT acceptable)

Suburb

State

Postcode

Country

If there are more shareholders, provide details on a separate sheet.

If your company is a PROPRIETARY company, go to section 3.

**1.6 Account Signatories**

Please remember to complete an Individuals & Sole Traders Customer Identification Form for **EACH** signatory on your account/s.

**SECTION 2: FOREIGN COMPANY DETAILS**  
(to be completed if your company is a Foreign Company)

**2.1 General Information**

Full name of foreign company

Country of formation / incorporation / registration

Select  if registered by a foreign body and provide name of body

Business activity

**2.2 Is your foreign company registered with ASIC? (select  ONE of the following)**

**Yes**

Provide ARBN

Provide the address of your company's registered office in Australia

Address (PO Box is NOT acceptable)

Suburb

State

Postcode

Provide the address of your company's registered office offshore

Address (PO Box is NOT acceptable)

Suburb

State

Postcode

Country

Provide the address of your company's principal place of business (if different to the above)

Address (PO Box is NOT acceptable)

Suburb

State

Postcode

Country



**SECTION 2: FOREIGN COMPANY DETAILS**  
(to be completed if your company is a Foreign Company)

**No**  
Provide company identification number issued by the foreign registration body

Provide the address of your company's registered office offshore  
Address (PO Box is NOT acceptable)

Suburb

State

Postcode



Country

Provide the address of your company's principal place of business (if different to the above)

Address (PO Box is NOT acceptable)

Suburb

State

Postcode



Country

**2.3 Listing Details**

(select  each of the following categories that apply to the company & provide the information requested)

**Listed**  
Name of market / exchange

**Majority-owned subsidiary of a listed company**  
Listed company name

Name of market / exchange

**2.4 Company Type** (select  only ONE of the following categories and provide any information requested)

- Public** – Go to Section 2.7.
- Private/Proprietary** – Go to Section 2.5.
- Other** – Go to Section 2.5.

**2.5 Directors**

(only needs to be completed for non-public companies)

Provide **full name** of each director below

1

2

3

4



If there are more directors, provide details on a separate sheet.

**2.6 Shareholders** (complete for all companies other than public or listed companies)

Provide details of **ALL individuals** who are beneficial owners through one or more shareholdings of more than 25% of the company's issued capital

**SHAREHOLDER 1**

Full given name(s)

Surname

Residential address (PO Box is NOT acceptable)

Suburb

State

Postcode



Country



**SECTION 2: FOREIGN COMPANY DETAILS**  
(to be completed if your company is a Foreign Company)

**SHAREHOLDER 2**

Full given name(s)

Surname

Residential address (PO Box is NOT acceptable)

Suburb

State

Postcode

Country

**SHAREHOLDER 3**

Full given name(s)

Surname

Residential address (PO Box is NOT acceptable)

Suburb

State

Postcode

Country

If there are more shareholders, provide details on a separate sheet.

**2.7 Account Signatories**

Please remember to complete an Individuals & Sole Traders Customer Identification Form for **EACH** signatory on your Account/s.

**SECTION 3: DECLARATIONS**

I declare that the information in this document is complete, accurate and up to date. In addition I:

- (a) undertake that I will not knowingly do anything to put Macquarie Bank Limited ABN 46 008 583 542 (Macquarie) in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws). I undertake to notify Macquarie if I am aware of anything that would put Macquarie in breach of AML/CTF Laws;
- (b) acknowledge, I must from time to time promptly comply with any of Macquarie's requirements regarding "know your customer" or similar identification procedures and produce any documents or other information or evidence requested by Macquarie in that regard. In addition, if requested I undertake to provide additional information and assistance and comply with all reasonable requests for information and/or documents required by Macquarie for any reason including to facilitate Macquarie's compliance with AML/CTF Laws and/or policies and procedures in Australia or an equivalent overseas jurisdiction and/or other procedures as requested by Macquarie;
- (c) undertake that I am not aware and have no reason to suspect that:
  - (i) the money used to fund my investments with Macquarie are derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities); and
  - (ii) proceeds of any such investments will fund Illegal Activities;
- (d) acknowledge that Macquarie is subject to AML/CTF Laws. In making an application for any Macquarie product or investment I consent to Macquarie disclosing in connection with AML/CTF Laws any of my Personal Information as defined in the Privacy Act 1988 (Cth) Macquarie has;
- (e) acknowledge that in certain circumstances Macquarie may be obliged to freeze or block an account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws. If Macquarie freezes or blocks my account because it believes on a reasonable basis that it is required to do so in order to comply with AML/CTF Laws, Macquarie is not liable to me for any consequences or losses whatsoever and I agree to indemnify Macquarie if it is found liable to a third party in connection with the freezing or blocking of my account;
- (f) acknowledge that Macquarie retains the right not to provide services/issue products to any applicant that Macquarie decides, in its sole discretion, that it does not wish to supply.

Please complete the following:

With regard to any deposit products, I/we acknowledge this application form was obtained and signed while in Australia.

Signature

Name

Position

Date (DDMMYYYY)

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Signature

Name

Position

Date (DDMMYYYY)

--	--	--	--	--	--	--	--	--	--

For a Company this form must be signed by:

- (a) two Directors or a Director and Company Secretary, or
- (b) the sole Director/Company Secretary.

Bank Use Only	CIP Collection Complete	Signature	Name	Date