

# PORTFOLIO LENDING.

## APPLICATION FORM

October 2020

### FOR OFFICE USE ONLY

Bell Potter Account Name

Bell Potter Equity Account Number

Bell Potter Options Account Number

Client Name 1

Client ID

Client Name 2

Client ID

Adviser

Date

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

# APPLICATION FORM PORTFOLIO LENDING

## BELL POTTER

This application form relates to the Bell Potter Portfolio Lending facility made available by Bell Potter Capital Limited ABN 54 085 797 735. It should be accompanied by the Bell Potter Portfolio Lending Brochure and the Bell Potter Portfolio Lending Product Disclosure Statement ("PDS"). The terms of the facility ("margin loan documents") are set out in the Brochure entitled Bell Potter Portfolio Lending. Before you complete this application form, you should read each of the above documents.

This application form also provides for the appointment by you of Bell Potter Securities Limited as your attorney to execute an application form for a unit in the Bell Financial Trust ARSN 164 391 119. The unit is issued by The Trust Company (RE Services Pty Ltd) ABN 45 003 278 831 AFSL 235150 and the Bell Financial Trust is administered by Bell Potter Capital Limited. You should read the Bell Financial Trust Product Disclosure Statement and Additional Information before you sign this application form.

In this application form, italicised terms have the same meaning as in the *margin loan documents*.

### A. BORROWER DETAILS

#### 1. INDIVIDUAL BORROWER(S) (Complete full name details in black pen and CAPITAL LETTERS)

##### BORROWER 1

Title	Given Name(s)	
Surname		Date of Birth (dd/mm/yyyy) / /
Residential Address		
Postal Address (if different from above)		
Address for Registration of Shares (if different from above)		
Phone ( )	Email Address	

##### BORROWER 2

Title	Given Name(s)	
Surname		Date of Birth (dd/mm/yyyy) / /
Residential Address		
Postal Address (if different from above)		
Address for Registration of Shares (if different from above)		
Phone ( )	Email Address	

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## BELL POTTER

### 2. COMPANY OR CORPORATE TRUSTEE BORROWER (Complete full name details in black pen and CAPITAL LETTERS)

Section 5 below Authorised representatives must be completed for all Corporate Borrowers.

Company or Corporate Trustee Name	
ACN	Contact Name
Residential Office Address	
Postal Address (if different from above)	
Address for Registration of Shares (if different from above)	
Phone ( )	Email Address

### 3. ACCOUNT DESIGNATION (Optional) e.g. <Susan Brown Family A/c>

<	A/C>
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### 4. TAX FILE NUMBER OR ABN DETAILS

By law you are not required to provide your Tax File Number (TFN). However, if you are an Australian resident and you do not provide it, withholding tax will be deducted in the circumstances described in Section 18. If a foreign resident for tax purposes, please specify your tax country of residence.

#### INDIVIDUAL BORROWERS

Name 1	TFN/Exemption Code/ABN	Tax Country
Name 2	TFN/Exemption Code/ABN	Tax Country

#### OTHER BORROWERS (Please tick the appropriate box below)

<input type="checkbox"/> Partnership	<input type="checkbox"/> Company	<input type="checkbox"/> Trust	TFN/Ex.Code/ABN
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### 5. AUTHORISED REPRESENTATIVES

The person whose signature appear below is authorised to give instructions in relation to this *facility*.

Name of Authorised Representative	Signature of Authorised Representative
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# APPLICATION FORM PORTFOLIO LENDING



## 6. ADDITIONAL BORROWER INFORMATION (Please provide all information requested below)

### A. NOMINATED BANK ACCOUNT (Required)

By providing a nominated Bank Account, you are able to arrange *transfers* from your Bell Potter Portfolio Lending account to this account by either calling or emailing your Adviser.

Account Name	
Bank Name	Bank Branch
BSB Number	Bank Account Number

### B. DIVIDEND DIRECTION AUTHORITY (Required)

We can arrange to send account details via CHESS to share registries for the purpose of receiving dividends. We cannot guarantee that share registries will act on these instructions. Please tick the appropriate box below.

<input type="checkbox"/>	Please arrange for dividends arising from my Portfolio Lending shares to be paid to the above nominated bank account;
<input type="checkbox"/>	Please arrange for dividends arising from my Portfolio Lending shares to be paid to my Portfolio Lending Loan account.

### C. ADVISER COMMISSION (Required)

You may choose to pay your adviser a fee for advice based on your daily loan balance. This fee will be added to the interest charged. Please tick the appropriate box and sign below.

I/ We direct Bell Potter Capital

<input type="checkbox"/>	to pay my adviser a fee of 0.50% p.a. on the loan balance and 0.25% p.a. on any credit balance.
<input type="checkbox"/>	to pay my adviser a lower fee of <input type="text"/> % p.a. and <input type="text"/> % p.a. on any credit balance.
<input type="checkbox"/>	to not pay a fee for advice.

### PLEASE SIGN HERE

Borrower 1 Signature	Borrower 2 Signature
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### D. BELL FINANCIAL TRUST ANNUAL REPORT (Required)

You may elect to receive, free of charge, a copy of the Bell Financial Trust Annual Report. If no election is made, you may access the Bell Financial Trust Annual Report on the Bell Potter website.

Do you wish to receive a copy of the Bell Financial Trust Annual Report? Please tick the appropriate box below.

<input type="checkbox"/>	Yes - by email notification to the nominated email address for each account holder provided in this application.
<input type="checkbox"/>	Yes - by physical copy of the financial statements to be sent in the post.
<input type="checkbox"/>	No.

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## BELL POTTER

### B. GUARANTOR DETAILS

#### 7. INDIVIDUAL GUARANTOR(S) (Complete full name details in black pen and CAPITAL LETTERS)

The details in this section must be completed by all directors of Borrowing Companies and should also be completed where a third party (*Guarantor*) is providing stock to support the *facility*. If that stock is to be provided by a corporate *guarantor* please complete section 8. All *guarantors* must also sign the agreement at section 23.

##### GUARANTOR 1

Title	Given Name(s)		
Surname			Date of Birth (dd/mm/yyyy) / /
Residential Address			
Postal Address (if different from above)			
Address for Registration of Shares (if different from above)			
Phone ( )	Email Address		

##### GUARANTOR 2

Title	Given Name(s)		
Surname			Date of Birth (dd/mm/yyyy) / /
Residential Address			
Postal Address (if different from above)			
Phone ( )	Email Address		

#### 8. COMPANY OR CORPORATE TRUSTEE GUARANTOR (Complete full name details in black pen and CAPITAL LETTERS)

Company or Corporate Trustee Name	
ACN	Contact Name
Residential Office Address	
Postal Address (if different from above)	
Address from Registration of Shares (if different from above)	
Phone ( )	Email Address

# APPLICATION FORM PORTFOLIO LENDING



## 9. ACCOUNT DESIGNATION (Optional) e.g. <Susan Brown Family A/c>

< A/C>

## 10. TAX FILE NUMBER OR ABN DETAILS

By law you are not required to provide your Tax File Number (TFN). However, if you are an Australian resident and you do not provide it, withholding tax will be deducted in the circumstances described in Section 18. If you are a foreign resident, for tax purposes, please specify your tax country of residence.

### INDIVIDUAL GUARANTORS

Name 1	TFN/Exemption Code/ABN	Tax Country
Name 2	TFN/Exemption Code/ABN	Tax Country

### OTHER GUARANTORS (Please tick the appropriate box below)

Partnership     Company     Trust    TFN/Ex.Code/ABN

# APPLICATION FORM PORTFOLIO LENDING

## BELL POTTER

### C. IMPORTANT INFORMATION

#### 11. POWER OF ATTORNEY (Margin loan documents)

By signing this application form, each person named as a *borrower* or a *guarantor* (referred to in this power of attorney as the *applicant*) appoints Bell Potter Capital Limited ACN 085 797 735, and any person so authorised by Bell Potter Capital Limited (whether before or after the date of this application form), separately as its attorney (each referred to in this power of attorney as an attorney) to do on the *applicant's* behalf, in the name of the *applicant* or the attorney, anything which the attorney considers should be done to:

- a) execute and deliver on behalf of the *applicant* any document reflecting the *margin loan documents* at any time (including any document that amends, supplements, novates or replaces any document executed by or on behalf of the *applicant*);
- b) give instructions to the *sponsor*, the *nominee* or any other person in relation to any property subject to a security given by the *applicant* in favour of the *lender*;
- c) perfect any security given by the *applicant* in favour of the *lender*;
- d) stamp and register this power of attorney if necessary and any document executed by an attorney that is required to be stamped and registered;
- e) sell any property that is subject to a security given in favour of the *lender* (whether or not the *borrower* or a *guarantor* is *in default*);
- f) following enforcement of a security given by the *applicant* in favour of the *lender*, do anything in relation to property subject to that security which the *applicant*, as owner of that property, could do;
- g) execute and deliver any document or do anything at the absolute discretion of an attorney in any way relating to the *applicant's* involvement in any transaction contemplated by the *margin loan documents*; and
- h) appoint one or more substitute attorneys or subattorneys to exercise one or more of the powers given to an attorney and to revoke any of those appointments and, in this power of attorney, a reference to an attorney includes a substitute attorney or subattorney.

This power of attorney is irrevocable and is given as security for the *secured money*. An attorney may do anything contemplated by this power of attorney even if this constitutes an actual or potential conflict of interest or duty.

The *applicant* declares that everything done by an attorney in exercising powers under this power of attorney is as valid as if it had been done by the *applicant* and agrees to ratify and confirm whatever an attorney may do in exercising powers under this power of attorney.

The *applicant* indemnifies each attorney against liability, loss, costs, charges or expenses arising from the exercise in good faith of powers granted under this power of attorney.

This power of attorney is governed by the law in force in Victoria and takes effect immediately as a deed.

#### 12. POWER OF ATTORNEY (Bell Financial Trust Application)

By signing this *application form*, each person named as a *borrower* or *guarantor* (referred to in this power of attorney as the *applicant*) appoints Bell Potter Securities Limited ACN 006 390 772, and any person so authorised by Bell Potter Securities Limited (whether before or after the date of this *application form*), separately as its attorney (each referred to in this power of attorney as an attorney) to do on the *applicant's* behalf, in the name of the *applicant* or the attorney, anything which the attorney considers should be done to:

- a) complete (using the information about the *applicant* contained in this *application form*), execute and deliver on behalf of the *applicant* any *application form* for a unit in the Bell Financial Trust;
- b) appoint one or more substitute attorneys or subattorneys to exercise one or more of the powers given to an attorney and to revoke any of those appointments and, in this power of attorney, a reference to an attorney includes a substitute attorney or subattorney.

An attorney may do anything contemplated by this power of attorney even if this constitutes an actual or potential conflict of interest or duty.

The *applicant* declares that everything done by an attorney in exercising powers under this power of attorney is as valid as if it had been done by the *applicant* and agrees to ratify and confirm whatever an attorney may do in exercising powers under this power of attorney.

The *applicant* indemnifies each attorney against liability, loss, costs, charges or expenses arising from the exercise in good faith of powers granted under this power of attorney.

This power of attorney is governed by the law in force in Victoria and takes effect immediately as a deed.

# APPLICATION FORM PORTFOLIO LENDING

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## BELL POTTER

### 13. RISK DISCLOSURE

By signing this application form, each person named as a *borrower* or a *guarantor* acknowledges that:

a) The price of one or more marketable securities forming part of the portfolio may fluctuate greatly and this will affect the value of the portfolio. If there is a decrease in the value of the portfolio, this may result in the *borrower* being *in margin call*.

A decrease in the value of the portfolio may be significant and very sudden, and it is the *borrowers* responsibility to monitor the *margin lending account* and the value of the portfolio at all times.

If the *borrower* is *in margin call*, the *lender* will send the *borrower* a *margin call notice*. It is the *borrower's* responsibility to ensure that the *lender* is able to contact the *borrower*, or its authorised representative, at all times. If the *borrower* receives a *margin call notice*, the *borrower* must take action to ensure that it ceases to be *in margin call*, which may include: (i) selling part of the portfolio and use the proceeds to repay part of the amount owing; (ii) repaying the amount owing from other sources; or (iii) providing additional *secured property*.

b) The *lender* retains the discretion to change the portfolio lending value at any time. A change in the portfolio lending value may result in the *borrower* being *in margin call*, in which case the *borrower* may receive a *margin call notice*.

c) Should the *borrower* fail to take appropriate action in response to a *margin call notice* or is otherwise in default, the *lender* may require repayment of the amount owing and take enforcement action, including the sale of all or any part of the *secured property*, consistent with the terms of the *margin loan documents*. The *lender* may also require repayment of the amount owing at any time and for any reason.

d) Under the *margin loan documents*, the *lender* may nominate the interest rate and the fees that apply to the *borrower's facility*. If the *borrower* does not want to continue to pay the interest rate or fees nominated by the *lender*, it should repay the amount owing and ask the *lender* to cancel the *facility*.

e) Each person named as a *borrower* or a *guarantor* should seek or has obtained independent legal and financial advice (including tax advice), relating to all aspects of the *facility*.

f) The *lender* has not specifically assessed the suitability of the *facility* for the *borrower* and is not providing investment advice, financial product advice or tax advice by making the *facility* available to the *borrower*.

g) The *borrower* and the *guarantor* may be liable to pay stamp duty on the *security interest*.

h) This statement does not disclose all risks involved in borrowing against marketable securities or in relation to the *facility*.

### 14. COMMISSIONS

By signing this application form, each person named as a *borrower* or a *guarantor* acknowledges that, where permitted by law:

a) The *lender* may at its discretion share any transaction charge or fee (including but not limited to brokerage or interest) with, or pay a commission, introduction or other fee to any other person in connection with the *facility*.

b) The *lender* may at its discretion receive a commission, introduction or other fee or benefit from any person in connection with the *facility*.

c) The *lender* is not obliged to disclose the details of any payment described above to the *borrower* or any *guarantor*.



# APPLICATION FORM PORTFOLIO LENDING

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### 15. BELL FINANCIAL TRUST

By signing the application form I/We/(being each person named as a *borrower* or *guarantor*):

- a. Agree to having received the Bell Financial Trust Product Disclosure Statement and Additional Information and acknowledge these documents were received in Australia.
- b. Acknowledge and agree to be bound by the Constitution, as amended from time to time.
- c. Request that you open a Bell Financial Trust account for me/us.
- d. Acknowledge that the Product Disclosure Statement, Additional Information and Constitution may be amended, modified or replaced from time to time and that those terms and conditions will apply to all additional monies invested in our account.
- e. Agree to the collection, maintenance, use and disclosure of my/our personal information in connection with the provision of services in relation to the Bell Financial Trust. As a provider of those services, Bell Potter Capital Ltd has obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. Bell Potter Capital is not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws.
- f. Agree that the Annual Report will be delivered to me/us in the manner elected by me/us in this application form and that my election is a standing request by me/us until further notice from me/us.
- g. Confirm that if I/we are a citizen or resident of a country other than Australia, that no laws of that country will be contravened by accepting this application or by investing in Bell Financial Trust.
- h. Acknowledge that I/we am/are over 18 years of age.
- i. Agree to receive all information, including without limitation any notification, disclosure documents, monthly account statements, annual tax statements and ongoing disclosure of material changes and significant events or any other documents, required or permitted to be given to me/us under Corporations Act or any other relevant law:
  - Where it is or may become permissible under the Corporations Act or relevant law, via my/our financial adviser in writing or notice by email or other electronic communication (including online), or
  - Directly:
    - by email (including emails containing a hypertext link), or
    - by other electronic communication (including by accessing [www.bellpotter.com.au](http://www.bellpotter.com.au)).
- j. Agree further information may be required from me/us to comply with relevant legislation, including anti-money laundering and counter-terrorism financing legislation and I/we agree to provide that information on request.
- k. Agree that the responsible entity of the Bell Financial Trust, Bell Potter Capital Limited and Bell Potter Securities Limited have no liability for any loss or damage suffered by me/us as a result of acting on an internet, telephone, fax or written instruction which appears to have been given by me but has been given by another person.
- l. Agree that the responsible entity of the Bell Financial Trust and Bell Potter Capital Limited have no liability for any delay or refusal to act on my instructions if those instructions are not clear.

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### 16. PRIVACY CONSENT AND DISCLOSURE

By signing this application form, each person named as a *borrower* or a *guarantor* acknowledges that information about it which is collected by the *lender* is collected for the following purposes (as relevant):

- a) to assess the *borrower's* application for a *facility*, including the *borrower's* creditworthiness and capacity to meet their obligations under the *facility*;
- b) to comply with the *lender's* responsible lending obligations under the *Corporations Act 2001*;
- c) to administer the *facility* and to provide related services including settlement, *sponsorship* and *nominee* services (as required); and
- d) to ensure compliance with the *margin loan documents* and with all applicable legal or regulatory requirements;

By signing this application form, each person named as a *borrower* or a *guarantor* authorises the *lender* to use and disclose the information for the above purposes and consents to the *lender*;

- a) using or disclosing the information as required by the ASX Settlement Rules, the ASX Market Rules, the ASX Clear Rules (or any Guidance Notes issued under any of those Rules), the *Corporations Act* or any other applicable law;
- b) using the information internally to determine future strategies and to develop services and to market those services;
- c) disclosing the information to related bodies corporate to use internally to determine future strategies and to develop services and to market those services;
- d) disclosing the tax file number of the *borrower* or the *guarantor* (if supplied) to companies in which investments are made on behalf of the *borrower* or the *guarantor* (as the case may be), and to the Australian Taxation Office if the *lender* or a related body corporate of the *lender* is required to supply such information to it;
- e) disclosing the information to any regulatory authority empowered to obtain such information; and
- f) disclosing the information to any person in connection with the *lender's* financing arrangements.

If at any time the *borrower* or the *guarantor* does not wish information held about it to be used for marketing purposes, it may send a written direction to that effect to the *lender*.

### 17. CREDIT REPORTING CONSENT AND ACKNOWLEDGEMENT

By signing this application form, each person named as a *borrower* or a *guarantor* consents to the *lender* obtaining credit information in order to assess an application for a *facility*. The *borrower* and the *guarantor* each consents to the *lender*:

- a) obtaining a credit report from a credit reporting agency in relation to personal credit provided by a bank or other financial institution (and providing information about it to a credit reporting agency for this purpose);
- b) obtaining a report in relation to the *borrower's* or the *guarantor's* commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person in relation to personal credit provided by a bank;
- c) obtaining a report from a credit reporting agency and other information in relation to the *borrower's* or the *guarantor's* commercial credit activities; and
- d) giving or obtaining information about the *borrower's* or the *guarantor's* arrangements to other credit providers where that information is obtained from a credit report.

The *borrower* and the *guarantor* each acknowledges that this information may include personal information about the creditworthiness, credit standing, credit history or credit capacity of the *borrower* or the *guarantor*.

### 18. EXPLANATION ABOUT DISCLOSURES OF TAX FILE NUMBERS

Each person named as a *borrower* or a *guarantor* who provides its Tax File Number ("TFN") to BPC Custody Pty Limited (in its capacity as *nominee*) in section 4 or 10, does so on the understanding that collection of TFNs is authorised and their use and disclosure are strictly regulated by tax laws and the *Privacy Act 1988* (Cth). Quotation is not compulsory, but each person named as a *borrower* or *guarantor* acknowledges that if it does not provide its TFN or Australian business number ("ABN"), if relevant, or does not claim an appropriate exemption from providing its TFN, the *nominee* may be required to take tax out of dividends, or other income paid to the *borrower*, at the top personal marginal rate plus the Medicare levy.

The *borrower* or the *guarantor* may be entitled to quote an ABN instead of a TFN where its investments under the *facility* are made in the course or furtherance of an enterprise that it carries on. The *borrower* and the *guarantor* (as applicable) should seek professional advice in relation to its entitlement to quote an ABN instead of a TFN.

If BPC Custody Pty Limited or another *nominee* is not registered as the holder of the securities, the *borrower* or *guarantor* would generally need to quote its TFN (or ABN if relevant) to, or claim an appropriate exemption from, the relevant issuer in relation to securities that the *borrower* or *guarantor* holds directly, to avoid the issuer deducting tax at the rate described above.

For more information about the use of tax file numbers, please phone your nearest Tax Office.

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### 19. TAPED TELEPHONE CONVERSATIONS

By signing this application form, each person named as a borrower or a guarantor agrees that the lender or any of its related bodies corporate may record any telephone conversation. By signing this application form, the borrower and the guarantor expressly consent to the use of any recording (or transcript of any recording) in any proceedings relating to the margin loan documents. The borrower must make sure that the authorised representatives are aware that the lender or any of its related bodies corporate may record telephone conversations, and that they agree to the recording.

### 20. BUSINESS PURPOSE DECLARATION

By signing this application form, the borrower declares that loans to be provided to it by the lender under the facility are to be applied wholly or predominantly for business or investment purposes (or for both purposes).

#### IMPORTANT

You should **not** sign this document unless advances are wholly or predominantly for business or investment purposes. By signing this document you may **lose** your protection under the National Consumer Credit Protection Act 2009.

### 21. EXPLANATION OF THE SPONSORSHIP AGREEMENT

The *sponsorship agreement* relates to the CHESSE system of registration of securities holdings.

By signing this application form the *borrower* and the *guarantor* (each referred to in this explanation as the "*participant sponsored holder*") appoints BPC Securities Pty Limited ACN 072 910 966 (the "*sponsor*") as its CHESSE *sponsor*, on the terms of the *sponsorship agreement*.

As CHESSE *sponsor*, the *sponsor* will establish securities *holdings* in CHESSE on behalf of the *participant sponsored holder*. The *sponsor* will control these *holdings* and will act only on the *lender's* instructions to *transfer* or convert these securities. The *lender's* ability to control dealing with securities *sponsored* by the *sponsor* under the *sponsorship agreement* is a key element of the *facility*.

The key provisions of the *sponsorship agreement* with the *sponsor* are summarised below:

- a) the *sponsor* will only take actions in relation to sponsored securities (such as a *transfer* of securities from the *holdings* the *sponsor* establishes for a *participant sponsored holder*) if the *lender* instructs it to do so;
- b) if a *participant sponsored holder* fails to pay for any securities the *sponsor* purchased on its behalf, the *sponsor* can, on making a demand, (amongst other things) sell those securities at the risk and expense of the relevant *participant sponsored holder*;
- c) if a *participant sponsored holder* owes an amount to the *sponsor*, the *sponsor* may refuse to *transfer* a *participant sponsored holder's* sponsored securities if the market value of the remaining *sponsored* securities would be less than 120% of the amount owing;
- d) in the event of death or bankruptcy of a *participant sponsored holder*, a lock (termed a *holder record lock*) will be applied to its *sponsored* securities in accordance with the *ASX Settlement Rules*;
- e) in the event of a *participant sponsored holder's* death, the *sponsorship agreement* is deemed to continue to operate for up to three months from the removal of the *holder record lock*, unless its *sponsored* securities are subsequently removed from the subregister;
- f) if the *sponsored* securities are jointly held, and one of the joint holder(s) dies, the securities in the *sponsored* securities will be *transferred* into a new *sponsored* holding in the name(s) of the surviving holder(s);
- g) if the *sponsored* securities are jointly held and one of the joint holder(s) becomes bankrupt, the securities in the *sponsored* holding will be removed, with the securities representing the interest of the bankrupt being *transferred* to a separate *sponsored* holding in the name of the bankrupt holder and a *holder record lock* will be applied to that holding, and the remaining securities will be moved to a new *sponsored* holding in the name of the remaining joint holder(s);
- h) in respect of any claim for compensation a *participant sponsored holder* makes, the *sponsor's* ability to satisfy that claim will depend on its financial circumstances;
- i) the *participant sponsored holder* is not entitled to make a claim under the statutory compensation arrangements specified in the Corporations Act and Corporations Regulations;
- j) if the *sponsor* breaches the terms of the *sponsorship agreement*, a *participant sponsored holder* can refer the matter to the *Australian Securities and Investments Commission*, *ASX Settlement*, or the *Financial Ombudsman Service*; and
- k) if the *sponsor* is suspended from CHESSE a *participant sponsored holder* may, by notice to *ASX Settlement*, *transfer* its *sponsored* securities to another *sponsor*.

The above explanation of the key provisions of the *sponsorship agreement* should not be relied upon as a substitute for independent legal advice. This explanation does not outline every term of the *sponsorship agreement*.

You must read the *sponsorship agreement* in its entirety and discuss it with your legal adviser if you have any concerns.

If you have any questions in relation to this explanation or the *sponsorship agreement*, please contact your adviser.

# APPLICATION FORM PORTFOLIO LENDING

## BELL POTTER

### 22. EXECUTION BY THE BORROWER(S)

By signing this application form, each person named below:

- a) acknowledges that it has read and understood the *margin loan documents*;
- b) applies for a *facility* and agrees, if the application is successful, to be bound by the terms of the *margin loan documents* that apply from time to time and acknowledges that the terms of the *margin loan documents* that apply at any time will be available on the *lenders* website or on request from the *lender*;
- c) grants the powers of attorney set out in sections 11 and 12 of this application form;
- d) acknowledges the risks described in section 13 of this application form;
- e) acknowledges the disclosures about the payment of commissions set out in section 14 of this application form;
- f) gives the acknowledgements set out in section 15 of this application form in relation to the Bell Financial Trust;
- g) acknowledges the disclosures about use of personal information set out in section 16 of this application form and the disclosures about the collection of credit reporting information set out in section 17 of this application form;
- h) consents to the use of personal information described in section 16 of this application form and the use of credit reporting information set out in section 17 of this application form;
- i) consents to the recording of telephone conversations and the use of recorded data described in section 19 of this application form;
- j) makes the business purpose declaration set out in section 20 of this application form; and
- k) acknowledges that it understands the explanation of the *sponsorship agreement* set out in section 21 of this application form.

**\*EACH INDIVIDUAL BORROWER MUST HAVE HIS OR HER SIGNATURE WITNESSED BY A PERSON WHO IS NOT A PARTY TO ANY MARGIN LOAN DOCUMENT.**

#### EXECUTION BY INDIVIDUAL BORROWER(S):

Executed as a deed dated  /  /

Signed, sealed and delivered by:

##### BORROWER 1

Name of Borrower	Signature
Name of Witness	Signature

Signed, sealed and delivered by:

##### BORROWER 2

Name of Borrower	Signature
Name of Witness	Signature

#### EXECUTION BY CORPORATE BORROWER(S):

Executed as a deed dated  /  /

(If signing as sole Director/sole Secretary tick here)

Name of Company	
Name of Director	Signature
Name of Director/Secretary	Signature

# APPLICATION FORM PORTFOLIO LENDING

## BELL POTTER

### 23. EXECUTION BY THE GUARANTOR(S)

By signing this application form, each person named below:

- a) acknowledges that it has read and understood the *margin loan documents*;
- b) agrees, if the *borrower's* application is successful, to be bound by the terms of the *margin loan documents* that apply from time to time;
- c) acknowledges that the terms of the *margin loan documents* that apply at any time will be available on the *lender's* website or on request from the *lender*;
- d) grants the power of attorney set out in sections 11 and 12 of this application form;
- e) acknowledges that, as part of the *margin loan documents*, it will give a guarantee and grant a *security interest* to the *lender*;
- f) acknowledges the risks described in section 13 of this application form;
- g) acknowledges the disclosures about the payment of commissions set out in section 14 of this application form;
- h) gives the acknowledgements set out in section 15 of this application form in relation to the Bell Financial Trust;
- i) acknowledges the disclosures about use of personal information set out in section 16 of this application form and the disclosures about the collection of credit reporting information set out in section 17 of this application form;
- j) consents to the use of personal information described in section 16 of this application form and the use of credit reporting information set out in section 17 of this application form;
- k) consents to the recording of telephone conversations and the use of recorded data described in section 19 of this application form; and
- l) acknowledges that it understands the explanation of the *sponsorship agreement* set out in section 21 of this application form.

**\*EACH INDIVIDUAL GUARANTOR MUST HAVE HIS OR HER SIGNATURE WITNESSED BY A PERSON WHO IS NOT A PARTY TO ANY MARGIN LOAN DOCUMENT.**

**EXECUTION BY INDIVIDUAL GUARANTOR(S):**

Executed as a deed dated

/ /

Signed, sealed and delivered by:

#### GUARANTOR 1

Name of Guarantor	Signature
Name of Witness	Signature

Signed, sealed and delivered by:

#### GUARANTOR 2

Name of Guarantor	Signature
Name of Witness	Signature

**EXECUTION BY CORPORATE GUARANTOR(S):**

Executed as a deed dated

/ /

(If signing as sole Director/sole Secretary tick here)

Name of Company	
Name of Director	Signature
Name of Director/Secretary	Signature

# APPLICATION FORM PORTFOLIO LENDING

## BELL POTTER

### 24. CLIENT INSTRUCTIONS

#### A. REFINANCE

\* The client/s must sign this instruction in the space provided below.

I/We authorise Bell Potter Capital to refinance my/our existing margin loan from the *lender* shown below:

Existing Margin Lender	Existing Account Number (if known)
Existing Facility Name	HIN (if known)

Instruction to other *lender*: Please provide Bell Potter Capital with details of my/our account including details of all *holdings*, their registration address and outstanding loan balance. Upon receipt of the above loan proceeds, please *transfer* my/our HIN to BPC Securities Pty Limited and all other *holdings* to Bell Potter Capital. OR

#### B. TRANSFER IN HOLDINGS FROM ANOTHER BROKER

\* The client/s must sign this instruction in the space provided below.

Please tick one of the following options.

- A**  Please transfer my HIN and ALL my sponsored holdings. This will retain my existing Tax File Number and dividend payment instructions. If you already hold shares as security for a margin loan in the above registered name, option B must be selected.
- B**  Please transfer PART of my sponsored holdings as indicated below. This may require me to re-nominate my dividend payment instructions as well as re-submit my Tax File Number.

Other Broker's Name	Broker PID (if known)
Broker Sponsored HIN	

#### C. TRANSFER IN ISSUER SPONSORED HOLDINGS

\* The client/s must sign this instruction in the space provided below.

Please transfer in my Issuer Sponsored Holdings as indicated below.

SRN	Stock Codes or Name	Number of Units

#### AUTHORISATION

	Date
Name of Client 1	Signature
Name of Client 2	Signature

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