

Macquarie Private Wealth New Zealand
IT'S ABOUT YOU

INVESTMENT APPLICATION BOOKLET



Welcome

**Thank you for choosing Macquarie Private Wealth
New Zealand.**

Macquarie Private Wealth New Zealand is focused on achieving your financial goals by offering you strategic investment opportunities. Whether you are looking for investment management and strategic planning, personal advice on listed securities, assistance with asset allocation, portfolio construction or trade execution, our advisers can help you achieve your goals.

Our focus here at Macquarie Private Wealth New Zealand is 'It's About You' – our clients.

Being a Macquarie Private Wealth New Zealand client means having access to Macquarie's global network providing a selection of investment opportunities from around the world, not just New Zealand.

At Macquarie Private Wealth New Zealand we have made it our mission to be the most innovative, trusted and respected retail financial services brand in New Zealand.

We look forward to building a long lasting relationship with you.

Our journey starts here. Let us know how we can help.



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Throughout this brochure:

'ASX' means ASX Limited ABN 98 008 624 691 and the Australian Securities Exchange and securities markets in Australia it operates;

'Macquarie', 'us', 'our' and 'we' refers to Macquarie Equities New Zealand Limited, a NZX Firm;

"Macquarie Group" refers to Macquarie Group Limited ABN 94122 169 279, and its worldwide affiliated entities including but not limited to Macquarie Bank Limited, a company authorised under the Banking Act 1959 (Australia) to conduct banking business in Australia, Macquarie, MEL, MIML and MISL;

"NZX" means New Zealand Exchange Limited, the NZX Group, and the securities markets in New Zealand it operates;

Macquarie Bank Limited is a company incorporated in Australia and authorized under the Banking Act 1959 (Australia) to conduct banking business in Australia. No member of the Macquarie Group of companies is registered as a bank in New Zealand by the Reserve Bank of New Zealand under the Reserve Bank of New Zealand Act 1989 (New Zealand).

"the exchange" means a stock exchange or regulated over-the-counter (OTC) securities market.

What you need to know about investing in the stockmarket

Macquarie is committed to providing you with the highest level of service. Below you will find some important information on how we can work together to promote your financial success.

Before you invest directly in securities...

There are risks associated with investing in any asset class and your adviser will discuss these with you before you make any investments.

Although your adviser will also explain the risks associated with each security in more detail with you, the following information explains the general risks associated with direct stock investment.

Debt and equity securities, in common with other asset classes (e.g. real property and government bonds) can decline in value as well as increase. The measure of this change in value is often referred to as volatility, that is, the more the value varies over time, the more volatile the asset and the more risk involved in investing in it. On the other hand, generally the less volatile an asset is, the less likelihood there is of any significant capital gain or loss occurring from investing in that asset.

Equity securities are generally more volatile than other asset classes. However, the markets for other asset classes are not as efficient or transparent as the stockmarket. So, while stockmarkets can be volatile, the significant amount of information available to investors, and the process of continuously determining and making public the real market value of securities, may reduce the impact of this volatility.

What are the risks?

The following is a guide to the types of risks you may be exposed to. As a result of these risks you may incur a loss. A loss may arise in circumstances where you may not be able to sell securities for as much as you paid to purchase them, or in circumstances where you have short sold securities, as you may have to pay more to buy them than you received for selling them.

Overall market risks

This is the risk of loss from general movements in the sharemarkets. These can be caused by any number of factors including political, economic, taxation or legislative factors. Specific examples are changes in interest rates, changes in superannuation laws, international crises or natural disasters.

Domestic versus international factors

This represents the vulnerability of a company to international events or market factors. Such factors would include movements in exchange rates, changes in trade or tariff policies and changes in other stock or bond markets.

Sector specific factors

These factors could include demand for the product the company produces, commodity prices, the economic cycle of industry, changes in consumer demands, lifestyle changes and changes in technology.

Company specific factors

These factors could include the strength of the company's management, the company's profit history, the company's tangible asset base, debt level and fixed cost structure, litigation, profits or losses on particular contracts, competition from within the sector, and whether it is exploring for recoverable resources or is developing a new product.

These factors could affect the company's ability to maintain interest payments (for debt securities) or dividend payments (for equity securities).

Normal pricing relationships may not exist

In certain circumstances normal pricing relationships may not exist in the market. For example in periods of high buying or selling pressure, high market volatility or illiquidity in the market for particular securities may exist.

Suspension or Restriction of Trading

Securities may be suspended from trading or actions by the exchange and this may increase the risk of loss by making it difficult or impossible for you to purchase or sell securities at the desired price.

Trading Facilities

As with all trading facilities and systems, the systems used in the market are vulnerable to temporary disruption or failure which may result in your order not being executed according to your instructions or not being executed at all. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the exchange or Macquarie.

Limitations of research

The research used by investment advisors is the opinion of specialist analysts. It can never be guaranteed, is only valid for a limited time and is often subject to market movements. The suitability of a research recommendation can also vary depending on your investment timeframe. For example, what may be a sell recommendation for a short-term investor may be a hold or buy recommendation for a long-term investor.

The mere fact that a security is recommended by an analyst as a buy does not necessarily mean that the security is a suitable investment for you and does not mean that the security will increase in value. You should consult with your adviser before acting on any research report.

Basic investment strategies – what are the alternatives?

The type of debt and equity securities you invest in will differ depending on your investment goals.

Income

When you need an income stream, perhaps to meet your living expenses, you may wish to concentrate on shares with a strong dividend history and high imputation credit level, and debt securities with competitive interest payments.

Growth

You may not need a secure income stream as your income needs will be met from other sources. However, you may wish to achieve capital growth to provide a hedge against inflation, to accumulate wealth or to defer taxation. Please remember that the securities with the greatest potential for growth may also have the greatest potential for loss in value.

Mix of growth and income

Your needs may include both a secure income stream and some measure of capital growth.

Short-term trading

You wish to trade in securities with a view to profiting from short-term price movements in the stockmarket.

Mixture of all

Some securities will be acquired for each of the above purposes.

International Securities and Currency Risk

The risk in trading International Securities contracts on International Stock Exchanges can be substantial. Therefore you should carefully consider whether such trading is suitable for you in light of your financial circumstances. In considering whether to trade International Securities, you should be aware of the following risks:

(a) Participation in International Securities transactions involves the execution and clearing of trades on or subject to the rules of an exchange and the laws of the country in which that exchange is domiciled.

(b) If you trade in International Securities or hold a cash balance denominated in currencies, you may lose money due to the exchange rate fluctuations. These losses may be in addition to any losses on the International Securities itself.

International Securities themselves

You should also be aware that the price of any International Securities and, therefore, the potential profit or loss therein, may be affected by any variance in the foreign exchange rate between the time of your order and the time that the trade is executed.

Application form



Completing this application booklet

Prior to completing the Application Form, you should read the following documents enclosed in this booklet:

- the Macquarie Equities New Zealand Limited disclosure statement
- the adviser disclosure statement (if applicable)
- applicable sections of the Terms & Conditions as outlined below

Please tick and complete the following sections applicable to your selected account type:

<input type="checkbox"/>	Macquarie Premium Portfolio Service (MPPS)			
	Existing Stockbroking clients transferring to MPPS			
Complete Sections		1	4	5
Read Terms & Conditions Sections		All		

<input type="checkbox"/>	Trading - NZX and ASX only			
Complete Sections		1	2	5
Read Terms & Conditions Sections		A, B, D		

<input type="checkbox"/>	Trading - All markets including international				
Complete Sections		1	2	3	5
Read Terms & Conditions Sections		All			

<input type="checkbox"/>	If you are not selecting one of the above accounts please complete the following:			
Complete Section		1	5	
Read Terms & Conditions Sections		All		

Additional Requirements

Please ensure you complete all relevant sections. Your application cannot be processed without the required details.

Please present to your adviser or the relevant checking officer original or original certified copies of identification documents.

If you require any help whatsoever with the application process, or if you have any further queries on the services we provide, please talk to your adviser or call 0800 742 737.

Section one – Applicant details

Are you a staff member at another NZX broking firm? No Yes If so, where

Are you or your partner a Macquarie staff member? No Yes Please provide Employee ID

1A Applicant 1 Details (all applicants must complete this section and all fields are mandatory)

Please specify your preferred contact person for correspondence (if applicable) Applicant 1 Applicant 2 Applicant 3

Investor type

- | | | |
|---|--|---|
| <input type="checkbox"/> Individual Applicant/Joint Applicant | <input type="checkbox"/> Individual Trustee
All Trusts should complete section 1E. | <input type="checkbox"/> Partner
All Partnerships must also complete section 1D. |
| <input type="checkbox"/> Director of Corporate (if more than one director, complete section(s) 1B and 1C).
All Corporates must also complete section 1D. | <input type="checkbox"/> Director of Corporate Trustee (if more than one director, complete section(s) 1B and 1C. All Corporate Trustees must also complete section 1D and 1E. | <input type="checkbox"/> Secretary of Corporate
All Corporates must also complete section 1D. |
| <input type="checkbox"/> Officer of Association
All Associations must also complete section 1D. | <input type="checkbox"/> Officer of Registered Co-operative
All Registered Co-operatives must also complete section 1D. | <input type="checkbox"/> Officer of Government Body
All Government Bodies must also complete section 1D. |

Title

Mr Mrs Ms Miss Dr Other

First name Middle name

Surname

Any other name you are known by (if applicable)

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

Street number and name

Suburb

City Postcode

Country

Mailing address (please complete if different to residential address)

Street number and name

Suburb

City Postcode

Country

Work phone number Home phone number Mobile phone number Fax number

Email address

Driver's licence number Expiry date Date of birth

Passport number Expiry date Country of issue

Nationality (mandatory)

Are you a US Citizen or US Permanent Resident? (mandatory) Yes No

Country of Residence for Tax purposes (mandatory)

IRD number

Portfolio Investor Rate (PIR) 10.5% 17.5% 28%

Resident Withholding Tax 10.5% 17.5% 30% 33% Tax exempt (please attach exemption certificate)

Occupation (mandatory)

Would you like your trades confirmed by email? Yes No

Please provide email address

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1B Applicant 2 Details (if applicable)

Please specify your preferred contact person for correspondence (if applicable) Applicant 1 Applicant 2 Applicant 3

Investor type

- | | | |
|---|--|---|
| <input type="checkbox"/> Individual Applicant/Joint Applicant | <input type="checkbox"/> Individual Trustee
All Trusts should complete section 1E. | <input type="checkbox"/> Partner
All Partnerships must also complete section 1D. |
| <input type="checkbox"/> Director of Corporate (if more than one director, complete section(s) 1B and 1C).
All Corporates must also complete section 1D. | <input type="checkbox"/> Director of Corporate Trustee (if more than one director, complete section(s) 1B and 1C. All Corporate Trustees must also complete section 1D and 1E. | <input type="checkbox"/> Secretary of Corporate
All Corporates must also complete section 1D. |
| <input type="checkbox"/> Officer of Association
All Associations must also complete section 1D. | <input type="checkbox"/> Officer of Registered Co-operative
All Registered Co-operatives must also complete section 1D. | <input type="checkbox"/> Officer of Government Body
All Government Bodies must also complete section 1D. |

Title

Mr Mrs Ms Miss Dr Other

First name Middle name

Surname

Any other name you are known by (if applicable)

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

Street number and name

Suburb

City Postcode

Country

Mailing address (please complete if different to residential address)

Street number and name

Suburb

City Postcode

Country

Work phone number Home phone number Mobile phone number Fax number

Email address

Driver's licence number Expiry date Date of birth

Passport number Expiry date Country of issue

Nationality (mandatory)

Are you a US Citizen or US Permanent Resident? (mandatory) Yes No

Country of Residence for Tax purposes (mandatory)

IRD number

Portfolio Investor Rate (PIR) 10.5% 17.5% 28%

Resident Withholding Tax 10.5% 17.5% 30% 33% Tax exempt (please attach exemption certificate)

Occupation (mandatory)

Would you like your trades confirmed by email? Yes No

Please provide email address

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1C Applicant 3 Details (if applicable)

Please specify your preferred contact person for correspondence (if applicable) Applicant 1 Applicant 2 Applicant 3

Investor type

- | | | |
|---|--|---|
| <input type="checkbox"/> Individual Applicant/Joint Applicant | <input type="checkbox"/> Individual Trustee
All Trusts should complete section 1E. | <input type="checkbox"/> Partner
All Partnerships must also complete section 1D. |
| <input type="checkbox"/> Director of Corporate (if more than one director, complete section(s) 1B and 1C).
All Corporates must also complete section 1D. | <input type="checkbox"/> Director of Corporate Trustee (if more than one director, complete section(s) 1B and 1C. All Corporate Trustees must also complete section 1D and 1E. | <input type="checkbox"/> Secretary of Corporate
All Corporates must also complete section 1D. |
| <input type="checkbox"/> Officer of Association
All Associations must also complete section 1D. | <input type="checkbox"/> Officer of Registered Co-operative
All Registered Co-operatives must also complete section 1D. | <input type="checkbox"/> Officer of Government Body
All Government Bodies must also complete section 1D. |

Title

Mr Mrs Ms Miss Dr Other

First name Middle name

Surname

Any other name you are known by (if applicable)

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

Street number and name

Suburb

City Postcode

Country

Mailing address (please complete if different to residential address)

Street number and name

Suburb

City Postcode

Country

Work phone number Home phone number Mobile phone number Fax number

Email address

Driver's licence number Expiry date Date of birth

Passport number Expiry date Country of issue

Nationality (mandatory)

Are you a US Citizen or US Permanent Resident? (mandatory) Yes No

Country of Residence for Tax purposes (mandatory)

IRD number

Portfolio Investor Rate (PIR) 10.5% 17.5% 28%

Resident Withholding Tax 10.5% 17.5% 30% 33% Tax exempt (please attach exemption certificate)

Occupation (mandatory)

Would you like your trades confirmed by email? Yes No

Please provide email address

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1E Trust or Estate Accounts only (Certified copy of Trust Deed is required)

Trust or Estate Name

Name of Executive Trustee (Person authorised to invest monies belonging to the Trust or Estate if not a Trustee. Please also complete 1H Authorised signatory)

Nature of Business Activity (mandatory)

Trust/Estate IRD number

Tax status

Is the Trust or Estate a NZ tax resident?

 Yes No

NZ Residents only

Resident Withholding Tax 10.5% 17.5% 30% 33% Tax exempt (please attach exemption certificate)

Portfolio Investor Rate (PIR) 0% 10.5% 17.5% 28%

Non residents only: Country of residence

Approved Issuer Levy Non-Resident Withholding Tax

Australian Tax File Number
(Australian tax residents only)

1F Contract Notes

Please specify your preferred contact person for original contract notes.

Applicant 1 Applicant 2 Applicant 3 If the preferred contact person has not supplied an email address in section 1, trade confirmations will be posted to their mailing address.

Copies of contract notes will be sent via email only. Please write the email address(es) where you would like copies of trade confirmations to be sent below.

Additional recipient

Additional recipient

1G Account designation

Account designation (ie. Estate of Agnes Johnson, Name of minor)

Designation

Which address would you like the holdings to be registered to?

- | | | | | |
|--|--|--|---|--|
| <input type="checkbox"/> Applicant 1 Residential | <input type="checkbox"/> Applicant 2 Residential | <input type="checkbox"/> Applicant 3 Residential | <input type="checkbox"/> Non-Individual (Company etc.) Registered | <input type="checkbox"/> Non-Individual (Company etc.) Principal Place of Business |
| <input type="checkbox"/> Applicant 1 Mailing | <input type="checkbox"/> Applicant 2 Mailing | <input type="checkbox"/> Applicant 3 Mailing | <input type="checkbox"/> Non-Individual (Company etc.) Mailing | <input type="checkbox"/> Sole Trader Principal Place of Business |

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1H Authorised Person

(Important note: The Authorised Person must provide proof of identification and complete a Macquarie Identification Form).

Would you like to appoint an Authorised Person who has authority to act on your account in all matters as if they were you (excluding any instructions to alter your personal information)?

Yes No If yes, please complete details below.
If no, proceed to section 2A.

Title

Mr Mrs Ms Miss Dr Other

First name

Middle name

Surname

Any other name you are known by (if applicable)

Residential address (this cannot be a PO Box)

Street number and name

Suburb

City

Postcode

Country

Mailing address (please complete if different to residential address)

Street number and name

Suburb

City

Postcode

Country

Work phone number

Home phone number

Mobile phone number

Email address

Fax number

Driver's licence number

Expiry date

Date of birth

Passport number

Expiry date

Country of issue

Nationality (mandatory)

Are you a US Citizen or US Permanent Resident? (mandatory)

Yes

No

Occupation (mandatory)

Would you like to receive copies of trade confirmations for this account via email?

Yes

No

Please provide email address

Signature of Authorised Person

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Section two – Account information

2A Trading (mandatory)

Applicants trading NZX securities

Have you been allocated a CSN?

No. If you do not have a CSN we will apply for one on your behalf.

Yes. Please write CSN Here

Please also provide the name of a stock held under this CSN for verification purposes

Applicants trading ASX securities only

Would you like to be CHESS sponsored? Yes (If yes please complete CHESS application pack) No

2B Settlement Details

Macquarie prefers all investment transactions to settle via a bank account. Please note we do not accept payments in cash. Please nominate the bank account you wish to link to your trading account to facilitate settlement of your investment transactions (and any associated fees) pursuant to the Terms and Conditions.

Please indicate below your preferred settlement method:

NZ\$ bank account

Name of financial institution

Bank	Branch	Account number	Suffix
<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>	<input type="text"/>

Account name (must be identical to account description nominated in section 1G)

Important note: you must attach a copy of a recent statement or pre encoded deposit slip for this account.

AU\$ bank account

Name of financial institution

Branch number - BSB	Account number
<input type="text" value="-"/>	<input type="text"/>

Account name (must be identical to account description nominated in section 1G)

Important note: this must be an Australian domestic account not Foreign currency, please attach a copy of a recent statement or deposit slip for this account.

If you want to set up a direct debit authority, speak to your adviser to obtain a Direct Debit Request (which will need to be signed by all parties named on the bank account).

We can also offer you access to the ANZ Online Multi-Currency Account (OMCA) which you can use for trade settlement. This account also allows you to hold funds and settle trades in multiple currencies. Please contact your adviser for an application form.

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Section three – International Securities Trading

This service allows you to trade international securities which are then held with the nominated offshore custodian who holds them in custody on your behalf.

3A Tax Election

Foreign Investment Funds (FIF)

Yes my/our holdings qualify for the FIF regime

No, my/our holdings do not qualify for tax treatment under the FIF regime.

For more information, please consult your professional independent tax adviser, and/or visit the Inland Revenue website at ird.govt.nz.

Dividends

I would like to opt to receive my dividends in currency

I would like to have a standing instruction to convert all dividends to New Zealand Dollars*

*Does not apply to ASX trading

International Securities Trading Settlement

To manage the settlement of all International trades, we recommend that you consider an ANZ Online Multi Currency Account (OMCA). The OMCA is a cash settlement account that allows you to hold funds and settle International trades in multiple currencies, making it easier to trade International shares. Please complete the separate OMCA account application pack provided to you by your adviser.

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4C Transfer of existing shareholdings into Macquarie Premium Portfolio Service

Please provide details of the share holdings you wish to transfer into Macquarie Premium Portfolio Service. We will generate the relevant transfer forms for you to complete.

(i) NZX Share Holding

(i)a. Common Shareholder Number (CSN)

(i)b. Please specify the NZ holdings that you wish to transfer into Macquarie Premium Portfolio Service (attach a copy of your most recent holding statements)

NZX code	Quantity	Stock name
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

(ii) ASX Share holding

(ii)a. Chess sponsored HIN Broker Company Name

(ii)b. Please specify the CHESS sponsored holdings that you wish to transfer to Macquarie Premium Portfolio Service (attach a copy of your most recent holding statements)

ASX code	Quantity	Stock name
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

(ii)c. Do you have any Issuer Sponsored Holdings that you wish to convert to Macquarie Premium Portfolio Service. Please specify details below.

Attach a copy of your most recent Issuer Sponsored Holdings statements for each company in which you currently hold shares.

ASX code	Quantity	Stock name	Shareholder reference number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(iii) International Shares, Managed Funds and Alternative Assets

Please provide details (attach copies of holding statements, share certificates)

Stock code	Exchange	Quantity	Stock name (please attach a list if further space is required)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If you have any queries in relation to your stock transfer, please contact your adviser.

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Section five – Authorisation and documentation

5A Fees

Service fees

Brokerage charge (equities and fixed interest)

% OR \$

Implementation fee percentage

If not completed, standard fees apply.

5B Declaration

We recommend that before signing this application you read and understand:

- the Macquarie Equities New Zealand Limited Broker disclosure statement
- the Macquarie Private Wealth New Zealand terms and conditions which are applicable to your account contained in this booklet
- adviser disclosure statements

Please contact your adviser if there is any aspect of the 'Documentation' or the stockmarket that you do not understand.

By signing this application, you declare that you are agreeing to the terms outlined in the Documentation and have read and received the disclosure documents listed above.

5C Signatory section

Please ensure you sign this form in black pen.

Signature Authorisation of Applicant 1 or Company Officer

Date

Print name

If a company officer or trustee, specify your corporate title

Director Secretary Sole Director or Sole Secretary

Other

Signature Authorisation of Applicant 2 or Company Officer

Date

Print name

If a company officer or trustee, specify your corporate title

Director Secretary Sole Director or Sole Secretary

Other

Signature Authorisation of Applicant 3 or Company Officer

Date

Print name

If a company officer or trustee, specify your corporate title

Director Secretary Sole Director or Sole Secretary

Other

Signature Authorisation of Applicant 4 or Company Officer

Date

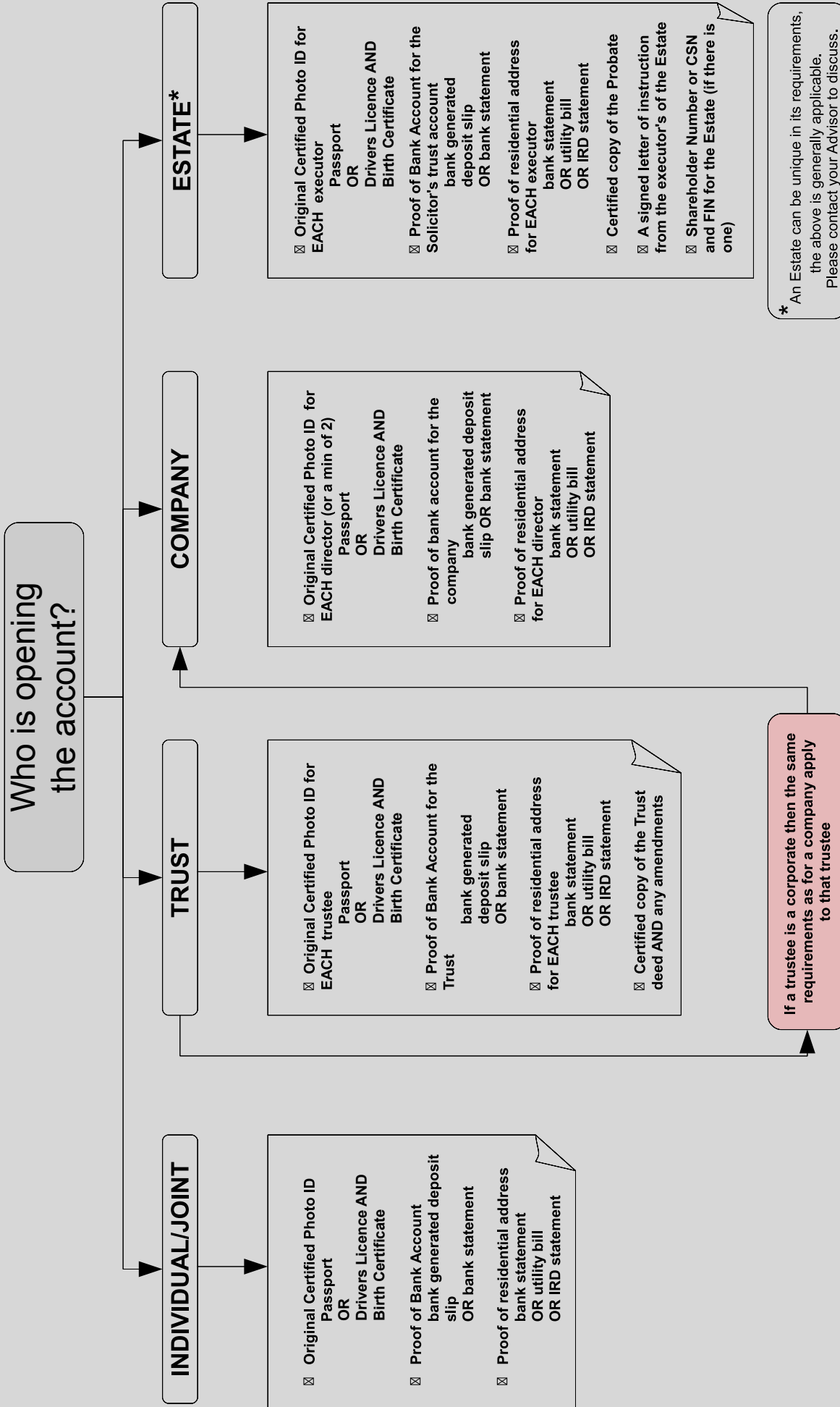
Print name

If a company officer or trustee, specify your corporate title

Director Secretary Sole Director or Sole Secretary

Other

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Terms and conditions

WARNINGS:

It is important that you read and understand these terms and conditions as they describe the obligations of both you and Macquarie regarding the services we provide. Definitions for capitalised terms are set out at the back of this document. To properly understand the terms and conditions, you should refer to these definitions as you read through this document.

Part A: General terms and conditions

1 General

- 1.1 These Terms and Conditions apply to any transaction, financial or otherwise, executed on your Account, or any services provided, by Macquarie.
- 1.2 You acknowledge that Macquarie is neither obliged to accept you as a client, nor to provide you with any explanation for refusing your Account application where a decision is made to do so.
- 1.3 Macquarie and members of the Macquarie Group retain the right not to provide services or issue products to any applicant.
- 1.4 You acknowledge and agree that all Services we undertake on your behalf are subject to the Rules. Any action taken by Macquarie, or omitted to be taken, to comply with the Rules will be regarded as being in accordance with these Terms and Conditions.
- 1.5 Additional terms and conditions not stated herein may apply to the specific products or services Macquarie provides. Your Adviser will provide you with any such additional terms and conditions if applicable. In the event of a conflict, such additional terms and conditions will take precedence in respect of the products and services to which they apply.

2 Overview of services

- 2.1 Macquarie agrees to give you investment advice and/or provide investment planning services when requested and arrange dealing and ancillary services to you as set out in these Terms and Conditions. These services will generally be available in respect of the following investments:
 - shares in New Zealand and foreign listed companies;
 - foreign currency exchange transactions on your behalf in order to meet your settlement requirements;
 - debenture stock, loan stock, notes, certificates of deposit, commercial paper or other debt instruments (including government, public agency, municipal and corporate issues);
 - warrants to subscribe for investments falling within the two categories above;
 - unit trusts, superannuation products, group investment funds and similar schemes in New Zealand or elsewhere; and
 - deposits at interest with any corporation or recognised banking institution.
- 2.2 Macquarie may also arrange to provide additional services as agreed with you (such as share margin trading products, and portfolio valuation services). Further documentation requirements may apply regarding additional services.

3 Advice

- 3.1 We will use our best endeavours to ensure that we provide quality advice and carry out your instructions once received by Your Adviser.

- 3.2 You acknowledge that Your Adviser can only provide you with personal advice where they have a reasonable basis for doing so, having regard to your investment objectives, financial position and particular needs. Unless you specifically restrict the type of investment you want, Macquarie may recommend any investment which falls within the applicable investment objectives.
- 3.3 In the event you decline to provide your investment objectives, financial situation and particular needs to Macquarie, or you provide incorrect or false information, we will only be able to provide class advice or execution only services.
- 3.4 You may periodically receive newsletters or other publications from us which may contain recommendations or opinions on specific financial products. You acknowledge that these recommendations or opinions may not take account of your financial situation, needs, goals, or tolerance for risk. You agree not to rely upon them without taking personalised financial advice.

4 Risk warnings

- 4.1 You acknowledge that:
 - (a) There are risks associated with investing in securities and other financial products, including but not limited to general market movements due to political, economic, taxation or legislative factors, movement of exchange rates, change in trade or tariff policies, sector or company specific factors, suspension or restriction of securities trading, and disruption to trading facilities.
 - (b) Debt and equity securities can decline in value, and the value of your investments may fall below the price you paid for them. You may also not earn any income on your investments. Generally, the more volatile an asset is, the greater the likelihood of capital loss from investing in an asset.
 - (c) Macquarie cannot and does not guarantee the performance or financial return on any investment made by you.

5 Your commitments

- 5.1 You represent and warrant that:
 - (a) you are and, at all times during your dealings with us, will be in a position to meet all commitments (financial and otherwise) on your part arising out of dealings with us or business conducted by us on your behalf;
 - (b) you and any Authorised Persons are over the age of 18 years;
 - (c) you and any Authorised Persons have full power, capacity and authority to enter into these Terms and Conditions and to exercise the rights and perform the obligations under these Terms and Conditions;
 - (d) any information and documents you or your Authorised Persons provide to us are accurate, free of any misrepresentations, and do not contain omissions as to the material facts; and

- (e) you will not at any time use the services provided to you to breach the provision of any of the Rules.
- 5.2 You acknowledge that if more than one person constitutes the Client then you are each jointly and severally liable under these Terms and Conditions. Unless otherwise specified in writing, all persons constituting the Client agree that we may act on the instructions of any one of the persons without the necessity to refer to or notify any other person in connection with those instructions.
- 5.3 You acknowledge that where an Account is established in the name of a company:
 - (a) any liabilities incurred on that Account will be deemed to be the responsibility of the company; and
 - (b) the directors of the company may be held personally liable for the purposes of these Terms and Conditions where the directors acted fraudulently, negligently, or with willful misconduct, irrespective of whether the debts were incurred in the company name.
- 5.4 You acknowledge that where an Account is established in the name of a trust:
 - (a) All the liabilities and obligations of the trustee or trustees in these Terms and Conditions shall not be construed as unlimited personal liabilities but only as liabilities to pay the moneys and perform and observe the covenants and provisions of the Terms and Conditions out of and so far as will extend the property and funds coming into the hands of the trustees in the proper and normal course of their administration of the trust.
 - (b) If a trustee acts fraudulently, negligently, with willful misconduct or in breach of trust with a result that the trustee's right of indemnity, exoneration or recoupment out of the trust property is reduced in whole or in part or does not exist, then to the extent that any cause of action, claim or loss arising under or in connection with the Terms and Conditions cannot be met because such right or the amount so recoverable is reduced or does not exist, the trustees will be personally liable.
- 5.5 You agree to notify us in writing of any change in the personal details that you have previously provided in connection with your dealings within ten (10) Business Days of such change occurring.

6 Anti-Money Laundering and Countering Financing of Terrorism Act 2009

- 6.1 You must not knowingly do anything to put Macquarie or MECL in breach of the Financial Transactions Reporting Act 1996, Anti-Money Laundering and Countering Financing of Terrorism Act 2009, or an equivalent law in other jurisdictions in which we perform the services on your Account (AML/CFT Laws).
- 6.2 If requested, you agree to provide additional information and assistance and comply with all reasonable requests to facilitate Macquarie and Macquarie Group's compliance with AML/CFT Laws.
- 6.3 You represent and warrant that you are not aware and have no reason to suspect that:
 - (a) the money used to fund any investment by you is derived from or related to any criminal or other illegal activities, money laundering, terrorism financing or similar activities (Illegal Activities); and
 - (b) proceeds of any investment will fund Illegal Activities.
- 6.4 You acknowledge that members of the Macquarie Group are subject to AML/CFT Laws. In agreeing to be bound by these Terms and Conditions, you consent to us disclosing in connection with AML/CFT Laws any of your Personal Information (as defined in the New Zealand Privacy Act 1993 or in the Australian Privacy Act 1988 (Cth)).
- 6.5 In certain circumstances we may be obliged to freeze, block or terminate 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 by us that is required by AML/CFT Laws. If Macquarie freezes, blocks or terminates your Account because it believes on a reasonable basis that it is required to do so in order to comply with AML/CFT Laws, we are not (nor is any member of the Macquarie Group) liable to you for any consequences or losses whatsoever and you agree to be liable for any losses, costs and expenses incurred by Macquarie (and any member of the Macquarie Group) if found liable to a third party in connection with the freezing, blocking or terminating of your Account.
- 6.6 You agree that Macquarie (and any member of the Macquarie Group) is not liable for any loss incurred as a result of any action they take which either delays an Account being opened or results in an application being declined, when these actions are necessary for Macquarie (and any member of the Macquarie Group) to comply with their obligations under AML/CFT Laws.

7 Account holds

- 7.1 In addition to clause 6 above, any Account you open with Macquarie may be placed on hold:
 - (a) upon the death of an account holder until such time as Macquarie receives the documentation necessary to ascertain person(s) authorised to act on the account;
 - (b) where we reasonably believe that there is a dispute as to ownership of funds held on your behalf;
 - (c) where we reasonably believe that you have committed a civil or criminal offence in relation to funds held on your behalf; or
 - (d) where we are requested to do so by the police or any relevant regulatory authority, until such matter is resolved.
- 7.2 Unless prohibited by applicable law, or requested not to do so by relevant enforcement authorities or other regulatory bodies, we will notify you in writing if we exercise our rights under clause 7.1.

8. Confirmation of executions

- 8.1 Following successful execution of an order, a contract note will be issued relating to the Securities bought or sold in your name and the contract note will be forwarded to you in the format selected by you in the Application Form or subsequently advised to us.
- 8.2 In circumstances where an order is partially filled over more than one day, you will be issued a contract note at the end of each day which will relate to the transaction(s) executed on each day.
- 8.3 You acknowledge that all buy orders, including application monies on rights transactions, will attract brokerage whether fully or partially completed. You acknowledge that all sell orders will attract brokerage whether fully or partially completed.

- 8.4 You acknowledge that at any time, a contract note may be reissued in order to correct any errors or omissions, and these Terms and Conditions, after the necessary changes have been made, will be binding with respect to the reissued contract note.
- 8.5 You agree to notify us of any errors or omissions on a contract note within 48 hours of receipt of the contract note. You will be deemed to accept the terms of the contract note should you fail to notify us of any errors or omissions within forty-eight (48) hours of receipt.

9 Fees and costs

- 9.1 You must pay all charges, fees, commissions and liabilities reasonably incurred by Macquarie in relation to services provided, immediately on demand or as otherwise advised in the relevant invoice. Such charges, fees and commissions may be deducted from money payable to you by Macquarie, from your Account or your OMCA.

10 Security

- 10.1 You acknowledge that if you become aware of any unauthorised instructions on your Account you will contact us or your Macquarie Adviser as a matter of urgency.
- 10.2 You acknowledge we are entitled to rely on any instruction or order placed on your Account which appears to have been duly authorised by you. However, Macquarie will not be entitled to rely on an order placed on your account if:
- you have previously advised Macquarie that there has been or you suspect unauthorised activity on your Account; or
 - the order was fraudulently given by an employee of Macquarie.
- 10.3 We may require you to comply with any reasonable security precautions. We may require verification from you as we consider necessary to comply with the New Zealand Financial Advisers Act 2008, the Anti Money Laundering and Countering Financing of Terrorism Act 2009, the Financial Transactions Reporting Act 1996, the United Nations Act 1946 and other relevant legislation. We may require you to provide a personal guarantee before we accept or action any instruction from you.

11 Limitations on Macquarie liability

- 11.1 Macquarie is not liable to you for any loss, liability, actions, claims, damages, costs and expenses resulting from any advice, act or omission by Macquarie or Your Adviser in performing any obligations under these Terms and Conditions (including loss which may result from any delay or change in the market, before any particular instruction or transaction is effected), except to the extent that any such loss is caused by our negligence, fraud or dishonesty. This limitation applies to the extent permitted by law.
- 11.2 Macquarie has no responsibility for the acts or omissions of any agent, broker, issuer, fund manager, clearing house or any other third party used in effecting any investment transaction pursuant to an instruction or, for the avoidance of doubt, any acts or omissions of Your Agent, including any Authorised Person, except as required by law.

- 11.3 You acknowledge that Your Adviser may be required to seek authorisation from management, prior to accepting or executing any instruction from you. You acknowledge that you are not able to make any claims for losses or damages (financial or otherwise) which may be deemed to be incurred as a result of any delays experienced in processing your instructions or where your instruction is rejected by Macquarie.
- 11.4 If services are acquired or held out as being acquired, for business purposes, you agree that the New Zealand Consumer Guarantees Act 1993 will not apply to the provision of such services.

12 Termination

- 12.1 Unless otherwise stated, either party may terminate these Terms and Conditions by giving not less than seven (7) Business Days' notice, in writing.
- 12.2 After termination, Macquarie will not action any unexecuted orders. Termination does not affect any rights or obligations that arose prior to termination including, without limitation, any rights or obligations relating to any transaction or services entered into prior to termination, and does not affect provisions that are expressed to survive termination.

13 Jurisdiction

- 13.1 You agree that the laws of New Zealand apply to these Terms and Conditions and you agree to submit to the non-exclusive jurisdiction of the New Zealand courts.

14 Assignment

- 14.1 You acknowledge that your rights under this agreement are incapable of being assigned (whether at law, in equity or otherwise) or made the subject of any encumbrance, trust or fiduciary obligation without our prior written consent, which consent may be withheld by Macquarie acting reasonably. Any action which purports to do any of these things without Macquarie's consent is void.
- 14.2 Where such assignment does not prejudice your rights under this agreement, Macquarie may assign or otherwise deal with its rights under this agreement without your consent, for legitimate business purposes including business reconstruction, amalgamation, sale or securitisation.
- 14.3 Where such assignment may prejudice your rights under this agreement, we may assign or otherwise deal with our rights under this agreement by providing you with at least ten (10) Business Days' written notice.

15 Changes

- 15.1 We may vary these Terms and Conditions at any time subject to the following limitations:
- You will be notified in writing of any variations that could cause you detriment and given an opportunity to terminate your account without penalty. Following a fourteen (14)-day period after a notice of any such variation was sent, you are deemed to accept the new terms and conditions at the time of your next transaction with us.

- (b) Where a variation does not cause you detriment, a notice may be provided by being posted on our Website or by any other form of notice. Following a seven (7)-day period after a notice of any such variation was provided, you are deemed to accept the new terms and conditions at the time of your next transaction with us.
 - (c) Hard copy versions of the revised terms and conditions will be sent to you upon request.
- 15.2 We may vary the charges payable by you by giving you at least thirty (30) calendar days' written notice.

16 Privacy

- 16.1 We collect personal information about you to:
- (a) open, administer and operate an Account with us;
 - (b) provide you with quality products or services;
 - (c) consider applications and approaches you make to us;
 - (d) maintain your contact details; and
 - (e) fulfill our obligations under the applicable laws and rules.
- 16.2 The information will be collected by Macquarie Equities New Zealand Limited, PO Box 2006, Shortland Street, Auckland.
- 16.3 You are entitled to access and may request corrections to any of your personal information supplied to and held by Macquarie.
- 16.4 You acknowledge and agree that if you are providing information on behalf of a third party that you are authorised to provide personal information on behalf of the third party and will provide evidence of this authority if requested (ie Power of Attorney).
- 16.5 You consent to Macquarie (and the Custodian where appropriate) using your personal information for the following purposes:
- (a) assessing and processing your Account application;
 - (b) opening and operating the Account with us;
 - (c) effecting the purchase and sale of Securities in your name and providing related facilities and services, including any requirement to facilitate settlement;
 - (d) maintaining a register of holdings, or to correct information held by share registries or companies about you; and
 - (e) communicating with you about your Account application and any product or service we supply to you.
- 16.6 You consent to us disclosing your personal information to:
- (a) companies in the Macquarie Group, or any external service providers in, or outside of, New Zealand, who provide services in connection with its products and services, including suppliers of administrative services (for example, mailing houses);
 - (b) Macquarie, members of the Macquarie Group of companies and market research companies to advise you of other products and services;
 - (c) the Trading Participant, the Custodian (and their appointee) or any other person (including without limitation, any agent of either the Trading Participant or the Custodian, any financial institution issuing deposits, external services providers, any Market Participant or other person in relation to an initial public offering of securities, and any trustee or manager of a managed fund and any Securities Registry) for the purposes of or in connection with the provision of any Services to you;

- (d) credit reference agencies to ensure your suitability as a Client and to obtain a personal credit and fraud check;
- (e) the Financial Markets Authority, NZX, ASX, other Recognised Securities Exchanges, relevant regulators or law enforcement agencies as required under the Rules;
- (f) ANZ National where required for the purposes of setting up and administering your OMCA; and
- (g) any party proposing to acquire an interest in Macquarie, MECL or the Macquarie Group.

17 Complaints

- 17.1 Complaints can be directed to:
- The Compliance Manager
 Macquarie Equities New Zealand Limited
 PO Box 2006, Shortland Street
 Auckland
 New Zealand
 Tel 09 357 6931
 Fax 09 363 1448

18 Severance

- 18.1 If any provision of these Terms and Conditions is invalid and not enforceable in accordance with its terms, other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision are and will continue to be valid and enforceable in accordance with their terms.

19 Force majeure

- 19.1 You agree that neither Macquarie nor MECL shall be liable for any loss, damages, expense, claim or payment, actual or perceived, caused or arising directly or indirectly from government restriction, exchange or market regulation, suspension of trading, war, strike, equipment failure, the failure of an email communication to reach the intended recipient, communication line failure, system failure, security failure on the internet, unauthorised access, theft, any problem, technological or otherwise, that might prevent Macquarie or MECL from performing their respective obligations under these Terms and Conditions, or any other conditions beyond those parties' control.

Part B: Trading

1 Your instructions and trading procedures

- 1.1 As an NZX Advising Firm, Macquarie will from time to time enter into arrangements with one or more NZX Trading and Advising Firms for the purpose of facilitating trades in the markets provided by NZX. Macquarie has entered into an agreement with Direct Broking Limited (Trading Participant). As the Trading Participant, DB will give effect to trades for Clients and acts as Macquarie's CSP for the purpose of clearing and settling those trades.
- 1.2 Macquarie may also enter into arrangements with firms (either in New Zealand or overseas) for the purposes of facilitating trades in the markets provided by other Recognised Securities Exchanges. Macquarie reserves the right not to accept orders in relation to certain Recognised Securities Exchanges or Securities. Where you wish to transact Securities on Recognised Securities Exchanges other than the NZX or ASX, you agree that you must use the custody service set out in Part C.
- 1.3 If you wish us to arrange a particular purchase or sale of Securities or foreign currency exchange, you, or your Authorised Person, must instruct us accordingly by placing a buy order or a sell order. Instructions may be given in the following ways:
 - (a) by telephone to Your Adviser;
 - (b) by facsimile marked to the attention of Your Adviser;
 - (c) by email to Your Adviser. Please ensure you set up emails to generate a read receipt when opened by Your Adviser;
 - (d) by letter to Your Adviser; or
 - (e) by personal attendance at Macquarie's offices.
- 1.4 Macquarie does not accept any responsibility in relation to an order placed by email, fax or letter until it has been read by the relevant personnel, provided that the personnel has acted without unreasonable delays.
- 1.5 You undertake to provide us with all information we reasonably require at the time of placing an order to deal with Securities, including the information needed to comply with the Rules.
- 1.6 You acknowledge that it is your responsibility to ensure that all details relating to your instructions are accurate at the time of placing the order, including but not limited to the provision of your FIN, CSN, SRN, or HIN, the name of the Securities, the volume of the Securities and the value of total order.
- 1.7 You acknowledge that all instructions to buy or sell Securities at market will be entered into the relevant exchange system at the prevailing market price and in accordance with the order instructions required by the relevant exchange subject to any limit imposed by you. You cannot claim any loss or damage in relation to any dispute arising from the price at which an at market order is filled provided we complied with any limits you imposed. An at market instruction may not be able to be completed in an illiquid market where completion of the order would cause a material change to the price or volume of the specific security.
- 1.8 You acknowledge that all orders placed with us outside the normal trading hours of the relevant exchange will not be actioned by us until commencement of the next Trading Day.
- 1.9 At the time of placing a sell order, sufficient Securities must be held by you to cover the order and your CSN and FIN for New Zealand orders or, your SRN or HIN for Australian

orders, must be provided at the time of placing the sell order. On a daily basis our Trading Participant will provide us with a list of holdings for each HIN and at our request, our Trading Participant will provide us with a list of all holdings for a specific CSN.

- 1.10 We will use our best endeavours to give effect to your instructions once received from Your Adviser. Once the transaction is carried out, a contract note confirming the transaction details and advising the settlement requirements will be sent to you. Our CSP will settle all transactions on your behalf, subject to us holding or receiving all necessary documents or funds, on the usual basis, for the market concerned. Orders in the New Zealand and Australian markets are currently settled within three (3) Business Days.
- 1.11 You acknowledge that delays may be experienced between you placing an order to sell securities and the execution of that order, due to the need to verify the holding and the registration details of the holding prior to your order being entered into the relevant Recognised Securities Exchange system. We are not liable for any loss that may result from delay caused by factors beyond Macquarie's reasonable control. You will be liable for any costs incurred as a result of providing us with incorrect holding details.
- 1.12 You acknowledge that an instruction to trade in Securities is not deemed to be accepted until such time as it has been placed into the relevant trading system. You acknowledge that, for example, NZX, CHO and CDO or any other regulatory body may withdraw an order. In the event that an order is rejected, for whatever reason, we will use our best endeavours to contact you.
- 1.13 Unless otherwise agreed, you acknowledge that Macquarie will not act on a discretionary basis on your behalf, or for your benefit, under any circumstances.
- 1.14 You must not issue instructions to Macquarie that will breach, or are likely to cause Macquarie to breach, the Rules, including (without limitation) in relation to:
 - (a) market manipulation, wash trading or matching of orders;
 - (b) insider trading and front running;
 - (c) the creation of a disorderly market;
 - (d) the integrity or efficiency of the market;
 - (e) short selling requirements; and
 - (f) misleading or deceptive conduct concerning dealings in Securities.

2 Foreign currency exchange trades

- 2.1 You acknowledge that if you provide us with an instruction to buy or sell Securities on any international market, a foreign currency exchange trade to accompany the transaction will only be carried out following execution of that trade if you instruct us to do so or if you have made such an arrangement with Your Adviser.
- 2.2 Foreign exchange charges will be incurred on all transactions that require funds to be converted to or from another currency. For the purposes of conversion into or from one currency to another, the exchange rate used by our Trading Participant will be a midpoint rate with a currency conversion margin. The exchange rate or rates for a particular transaction will be those applicable at the time at which the foreign exchange order is executed.

- 2.3 You acknowledge that you will be liable for any variation in currency prices on each side of a foreign currency exchange trade and that foreign currency exchange trades carry risk. You should acquaint yourself with such risks prior to requesting a foreign currency exchange trade.

3 Your requests to amend or cancel an order

- 3.1 If you wish to amend or cancel an order, you must do so by giving specific instructions to your Macquarie Adviser (or an alternative Macquarie representative) for the amendment or cancellation of that order. In the event that part of that Order is filled prior to the amendment or cancellation instruction being effected, you will be liable to settle the partially filled order or liable for any fees incurred for non settlement. Cancellation of Orders is not guaranteed. Orders will only be cancelled for requests received during Trading Hours and matched up with the Order before the Order is executed. Cancellations are only confirmed when we have advised you.
- 3.2 You acknowledge that all buy orders will attract brokerage whether fully or partially completed and all sell orders will attract brokerage whether fully or partially completed.

4 Discretions

- 4.1 We may decline to act on your or your Authorised Person's instructions or generally prohibit or restrict you from trading in or from your Account(s) where:
- (a) the instructions are not clear and complete;
 - (b) the instructions do not meet all trade requirements set by Macquarie or our Trading Participant and any applicable regulatory exchange from time to time;
 - (c) the original instruction is more than four weeks old for Securities traded on the NZX, three weeks for orders on the ASX, and such other periods as may be applicable for Recognised Securities Exchanges in other jurisdictions;
 - (d) you do not have sufficient relevant Securities or funds in your nominated settlement account, Client Funds Account (as defined in clause 8.1 of this Part B) or your OMCA to settle the transaction, or you have monies outstanding on your Account;
 - (e) trading in the relevant Securities has been suspended or halted for any reason whatsoever and you have not reconfirmed instructions; or
 - (f) in its reasonable opinion, Macquarie or our Trading Participant is of the view that placement of your order or execution of your instruction is likely to:
 - i. contribute to a breach of the Rules; or
 - ii. be inappropriate, unethical or likely to negatively impact on either Macquarie or our Trading Participant's reputation and integrity within the market; or
 - iii. create a disorderly market in the Securities; or
 - iv. be outside the scope of Your Adviser's authority; or
 - v. exceed a trading limit;
 - (g) the instruction is a "stop loss" instruction;
 - (h) the order type is subject to other requirements, and those requirements have not been satisfied, for example, in the case of employee share option plans;
 - (i) the order would require us to act as principal; or
 - (j) we may reasonably need to protect our interest.

- 4.2 Macquarie or our Trading Participant may, in its absolute discretion, amend or cancel any transaction executed, if Macquarie or our Trading Participant reasonably believes that the transaction:

- (a) appears to have been executed in error; or
- (b) breaches the Rules; or
- (c) negatively impacts or interferes with the integrity or orderly nature of the market in any way.

- 4.3 You acknowledge that you are not able to claim any compensation from us in relation to any circumstances described in clauses 4.1 and 4.2 above even if you receive a contract note relating to the cancelled transaction.

- 4.4 Orders may be purged from the relevant exchange(s), subject to the provisions of the Rules, without notice to you including, without limitation, where:

- (a) an order expires;
- (b) a stock is quoted "Ex" (as defined by the relevant exchange) for the purpose of determining an entitlement to shares, an offer to shareholders, a distribution payment or for any other reason;
- (c) the price at which an order is entered is deemed to be too far from the prevailing market price;
- (d) the security has been removed from the relevant exchange; or
- (e) the relevant exchange determines the order should be purged for any reason whatsoever.

- 4.5 You acknowledge that orders purged from the exchange will not be re-entered into the trading system without further instruction from you.

- 4.6 You acknowledge that in the event of your death or you becoming otherwise incapable of receiving and paying for or delivering or transferring Securities which you have ordered to be bought or sold, if, after reasonable enquiry, we have no knowledge of anyone legally authorised to complete such purchases or sales on your behalf, we are entitled to arrange, with the approval of NZX, to resell or repurchase, or cause to be resold or repurchased (as the case may be) any outstanding Securities and you or your estate shall be entitled to any surplus, which may result, and be liable for any deficiency.

5. Clearing and settlement of trades

- 5.1 For the purposes of trading and settlement of trades carried out on the NZX Macquarie has entered into an agreement with the Trading Participant. The Trading Participant will carry out the clearing and settlement of trades you place through us in accordance with the C&S Rules and the Depository Rules.

- 5.2 Under the C&S Rules:

- (a) the Clearing and Settlement Terms of each trade executed by the Trading Participant for us on your behalf will be novated in accordance with the C&S Rules and the Trading Participant will become principal in the resulting relevant settlement transaction and take on all of the Clearing and Settlement Terms for that settlement transaction; and
- (b) we have agreed (and you consent to us doing so) to this novation pursuant to, and on the terms and conditions provided for under the C&S Rules to the full extent required by law.

- 5.3 Your rights and obligations in relation to the clearing and settlement of a relevant settlement transaction will be limited to any rights against, or any obligations to, Macquarie (or the Trading Participant who is a party to an agreement with Macquarie) and you will not have any rights against, or obligations to, CHO in relation to the clearing and settlement of the relevant settlement transaction.
- 5.4 The liability of CHO, CDO, the Depository Nominee, New Zealand Clearing and Depository Corporation Limited and NZX to any person (including the Client) is limited or excluded by, and is subject to, the provisions of Section 8 of the C&S Rules and Section 9 of the Depository Rules.
- 5.5 You grant Macquarie (or the Trading Participant) at all times, full and exclusive rights, power and authority to bind you under the C&S Rules and to authorise the application of your Client Assets (as defined in the NZX Participant Rules) in accordance with Rule 18.10 of NZX Participant Rules.
- 5.6 You may not assert against CDO or the depository Nominee or any person acting on behalf of CDO or the Depository Nominee (or both of them), any proprietary, equitable, contingent, future or partial interest in any funds or securities held in a Settlement Account or a Depository Account.
- 5.7 For the purposes of trading and settlement, Macquarie has an agreement with:
- Direct Broking Limited
Ground Floor
1 Victoria Street
Wellington 6011
Ph. 04 499 6655

6 Settlement obligations

- 6.1 Full payment for all buy orders must be deposited with Macquarie, our Trading Participant or deposited in your OMCA by no later than midday on the 3rd Business Day after the date of the contract note. Payment may be made by direct credit to a Client Funds Account (as defined in clause 8.1 of this Part B) or be set off from your Client Funds Account, by cheque, or from an alternative nominated bank account by way of direct debit if authorised by us.
- 6.2 Payment of application moneys for new issues or placements must be made by the date specified in the terms of issue. Late settlement may attract a late charge to cover any associated costs to us, which will be debited to your Client Funds Account, or may result in your application not being submitted.
- 6.3 Sale proceeds will not be released to you or be available to cover purchases until your CSN and FIN or HIN and SRN have been validated (for stocks listed on a Securities Registry) or until completed transfers and share certificates have been returned and processed (for stocks not listed on a Securities Registry).
- 6.4 Sale proceeds may be direct credited to a nominated bank account, be set off against a debit balance in your Client Funds Account, deposited in your OMCA or paid to you by cheque. Payment of sale proceeds or the release of other funds belonging to you will not be made to any party other than you without your prior written authority.
- 6.5 We reserve the right to offset buy and sell trades undertaken on your behalf before settlement with you.
- 6.6 We may suspend your activity on your Account where any amounts are due for payment for more than thirty (30) calendar days.

- 6.7 Payment must be made in the currency of the market in which the transaction takes place, unless otherwise agreed.

7 Failure to settle

- 7.1 You are liable for any losses, costs and expenses incurred by Macquarie as a result of your failure to provide payment in full in respect of purchases by the due settlement date, including without limitation NZX, ASX or any other Recognised Securities Exchange fees and interest charges on the outstanding monies calculated from the settlement date. However, Macquarie remains liable for any losses, costs or expenses caused by its own neglect or default.
- 7.2 You are liable for any losses, costs and expenses incurred by Macquarie, including without limitation NZX, ASX or any other Recognised Securities Exchange fees and stock borrowing fees, as a result of your failure to make good delivery in respect of sales by the due settlement date. However, Macquarie remains liable for any losses, costs or expenses caused by its own neglect or default.
- 7.3 In the event that you fail to complete a contract or a portion of a contract, or to settle a transaction in accordance with its terms, we may, acting in accordance with the Rules and after making a demand on you, arrange to sell or purchase sufficient Securities the subject of the contract to satisfy your settlement obligations, at your risk and expense, including GST and brokerage.
- 7.4 If you fail to supply your CSN, FIN, HIN or SRN (as applicable) at the time of issuing your instructions to place an order, Macquarie may charge you:
- (a) a fee which is a reasonable estimate of our administrative costs; and
 - (b) ASX and/or NZX fail fees; and
 - (c) other fees we incur which directly arise from your failure to supply your CSN, FIN, HIN or SRN.

8 Client funds accounts and settlement payments

- 8.1 Macquarie has ensured that the Trading Participant will open and maintain one or more separate Client funds accounts for our Clients (each a Client Funds Account). The NZX Participant Rules specify the obligations for Client Fund Accounts that the Trading Participant is required to meet.
- 8.2 We will ensure:
- (a) that any money received from you is paid into the Client Funds Accounts at the end of each Business Day (or where the funds are received after bank trading hours the following Business Day);
 - (b) ensure that your Client Assets are held on trust directly for you at all times; or
 - (c) if your Client Assets cannot be held on trust directly for you, ensure that your Client Assets are held on trust for Macquarie at all times, in which case we will hold our beneficial interest in your Client Assets on trust for you at all times.
- 8.3 We will ensure that your Client Assets are protected from the time of receipt of those funds until:
- (a) you have received clear funds from us (or from any Trading Participant on our behalf); or
 - (b) legal title to the Securities has been registered into your name on the relevant Issuer's Securities Register; or

- (c) if you have given us an Order to purchase Securities, Client Funds equal to the amount payable by you in relation to that Order are delivered to the Relevant Clearing Participant's Money Settlement Account (for the clearing and settlement of that purchase in accordance with NZX Participant Rules).
- 8.4 You authorise us to deal with money or Securities held on your behalf through us (or for us to authorise the Trading Participant to deal with money or Securities held on your behalf through us) in order to:
- (a) reimburse us or the Trading Participant for any amount paid by us in settling the purchase of Securities for your Account including transfer to a Settlement Account or account operated by the ASX to effectuate settlements;
 - (b) make payment to you in respect of sale of Securities;
 - (c) make payment to you of funds held on your behalf in the Client Funds Account; or
 - (d) make payment to, or reimburse Macquarie for brokerage or any other charge payable by you to Macquarie or the Trading Participant under these Terms and Conditions (including any default interest, late payment charge or penalty charge).

Without limiting the above, you appoint us or anyone appointed by us and each of their duly authorised officers or attorneys severally to be your authorised agent and in your name or otherwise and at your expense to complete, execute and otherwise perfect all agreements and documents and generally to do all other things which we consider necessary or expedient to:

- (a) secure payment of all moneys owing to us or the Trading Participant;
 - (b) comply with any legal requirements or the requirements of any Recognised Securities Exchange; and
 - (c) anything incidental to those matters.
- In addition, and if requested by us, you agree to sign a power of attorney to give effect to the intentions evidenced by this clause 8.4.
- 8.5 We or our Trading Participant are not able to make payments to you in cash. Payments will only be made:
- (a) directly to a bank account in your name;
 - (b) to another account on your written instructions and with bank verification of the account; or
 - (c) by means of a non-transferrable cheque made out in your name.
- 8.6 In connection with the settlements, you may also authorise us or our Trading Participant to direct credit into or withdraw funds from your nominated bank account by completing the relevant direct debit application form.
- 8.7 You will be liable for any fees incurred due to the failure of a direct debit transaction.
- 8.8 You acknowledge that where you opt to make settlement payments by cheque that:
- (a) we are not required to act on your instructions until the cheque has cleared; and
 - (b) the settlement may be delayed while we await the confirmation that the funds have cleared.

- 8.9 If the Trading Participant ceases to carry on business as a Market Participant and is unable to honour its Outstanding Obligations, the Client Assets of the Trading Participant (including any Client Assets held for us or for our clients) will be held as a pool of unallocated assets for clients to whom the Trading Participant has Outstanding Obligations (including Macquarie). The applicable Securities will be sold and the proceeds, together with funds in the Trading Participant's Client Funds Accounts, shall be paid to the Trading Participant's clients (including Macquarie) pro-rata in relation to the amount owing by the Trading Participant to them.

9 Application of funds in your Online Multi Currency Account

- 9.1 You irrevocably authorise us to instruct the Account Issuer to debit any amount from your OMCA when instructed to do so by us for any of the following purposes:
- (a) to reimburse Macquarie or the Trading Participant for any amount paid in settling the purchase of Securities for you;
 - (b) payment of the sale price for Securities transferred into the Trading Participants transfer account by you or by us on your behalf;
 - (c) reimbursing Macquarie for payment of, brokerage and other charges properly payable to the Trading Participant in relation to transactions referred to in clause 8 of this Part B; and
 - (d) payment to any other person for whom Client Funds have been held in the Client Funds Account.

10 FIN

- 10.1 You authorise Macquarie and any CSP appointed by Macquarie to retain a record of your FIN for the purpose of settling sell transactions effected by you and to ensure transfers have been correctly made into your CSN. Your FIN will only be stored by Macquarie and any CSP appointed by Macquarie, in an encrypted form in our electronic accounting system or in the CSP's system. You acknowledge that by retaining a record of your FIN, Macquarie and any CSP appointed by Macquarie will have unlimited access to your Securities and that in the unlikely event that unauthorised use or access of your FIN does occur there is a risk that your Securities may be transferred out of your name without your authority. In this regard Macquarie undertakes to you that it will at all times protect your FIN from unauthorised use and/or access where it is held by Macquarie and also undertakes to you that it will procure that any CSP appointed by Macquarie will undertake to you that your FIN will only be stored by the CSP in encrypted form and that the CSP will at all times protect your FIN against unauthorised use and/or access. The CSP will not be liable to Macquarie for any unauthorised use or access of the FIN, provided that the CSP has used reasonable endeavours to protect the FIN from unauthorised use and access. As at the date of this agreement DB is the CSP for all trades executed by it. Macquarie will provide you with written notice if it decides to appoint a different CSP in the future.
- 10.2 We may require completed transfers and scrip for transactions regarding stocks not listed on Securities Registry prior to placing the Order.

11 Allocation policy

- 11.1 Our Trading Participant attends to instructions and Orders from Clients to purchase or sell Securities in the order in which they are received and entered into their trading system. On some occasions Securities purchased on your behalf may be transferred into a pool account prior to being allocated to your Account. In such cases, Securities are allocated at the discretion of our Trading Participant having regard to:
- (a) the overriding obligation that they act in the best interests of their clients;
 - (b) the size of each order comparative to any other orders;
 - (c) the nature of the instructions or discretion given to the Trading Participant;
 - (d) the time each order was received;
 - (e) the nature of the market for the securities to be allocated (particularly volume and price volatility); and
 - (f) such other relevant factors as the Trading Participant may consider appropriate.

12 Bringing orders to Market

- 12.1 Unless you instruct otherwise, you agree that we and our Trading Participant may put your orders to market in such manner as is considered appropriate having exercised this discretion with care. This means we or our Trading Participant may;
- (a) accumulate or bundle orders coming to market;
 - (b) delay executing client orders; or
 - (c) delay orders to satisfy crossings.

At any time, you may give us an instruction in relation to a particular order or generally as to how you wish your order(s) to be implemented.

13 Principal trading

- 13.1 You acknowledge:
- (a) Macquarie and its related bodies corporate may deal in Securities on a Recognised Securities Exchange as principal;
 - (b) that in certain circumstances permitted under the relevant legislation and the Rules, Macquarie and its related bodies corporate may (either acting for another Client or on its own account) enter into the opposite position in a Securities transaction with you, as principal; and
 - (c) you consent to Macquarie and its related bodies corporate entering into such a transaction with you.

14 Additional Limitations on Macquarie Liability

- 14.1 You agree that Macquarie is not liable for any financial consequence or inconvenience arising from circumstances where:
- (a) Macquarie or our Trading Participant uses its discretion to cancel a transaction or refuses to accept an instruction from you in accordance with these Terms and Conditions; or
 - (b) the NZX, ASX, or any other market operator or regulator uses its power to amend or cancel a transaction.
- 14.2 You acknowledge that we are not liable for any losses you incur as a result of a currency conversion undertaken on your behalf in order to meet your settlement requirements for foreign Securities orders.

Part C: Custody Services: Macquarie Premium Portfolio Service and International Custody

1 Appointment of Custodian

- 1.1 Where you select the Macquarie Premium Portfolio Service, or wish to invest in International Securities, Macquarie will at all times appoint one or more custodians for those securities. For this purpose, Macquarie has appointed the Custodian as bare trustee for both the International Custody service and the Macquarie Premium Portfolio Service. You acknowledge and agree to that appointment.
- 1.2 The Custodian may at its discretion appoint one or more sub custodians for the provision of these services. See clause 5 below.
- 1.3 The Custodian may, in its sole discretion, refuse to accept delivery of any Security in which case it must advise you of that refusal.
- 1.4 As against the Custodian, you are entitled to the Securities, subject to the Custodian having a lien over the Securities to secure any expenses or outlays incurred or paid by the Custodian in accordance with the provisions of this Agreement, but excluding any unpaid Custodian fees.
- 1.5 You acknowledge that Securities held in custody may be held as follows:
- by a sub custodian appointed by the Custodian or a nominee company controlled by a sub custodian appointed by the Custodian; or
 - in an omnibus or pooled account.

2 Custodian to act as agent

- 2.1 The Custodian will act as agent for you for the following purposes:
- to accept Documents deposited with the Custodian on your behalf and any Documents deposited will be held by the Custodian at your risk;
 - to register Securities transferred to you in the Custodian's name, or in the name of a nominee of the Custodian, as Bare Trustee for and on your behalf; and
 - to acquire, dispose of and deal with the Documents and the Securities and any derivatives of either of them and undertake corporate actions in relation to the Documents and Securities including (but not limited to):
 - acting on bonus, rights and other issues or offers; and
 - depending on the service you have selected, as specified in the table below:

	Premium Portfolio service (Sub custodian: ICSL (see clause 5))	International Custody service (Sub custodian: DB (see clause 5))
Proxies and voting	<ul style="list-style-type: none"> Executing proxy forms and exercising any voting rights. Attending and voting at meetings, in each case as instructed by you pursuant to clause 6.4 of this Part C, unless such instructions are in conflict with applicable law or regulations or local market practice in which case the Custodian will immediately inform you in writing. 	<ul style="list-style-type: none"> Except as provided below, the Custodian shall have no obligation to forward or take any other action whatsoever in connection with reports, notices, proxies, and other communications received in respect of any Custody Securities. Except as provided below, the Custodian will have no duty or responsibility as regards attendance at meetings or voting in respect of any of the Custody Securities or in respect of proxies received by it in respect of any Custody Securities and/or for sending any proxies or giving any notice of the receipt of such proxies. You may not give any instructions that conflict with this clause. However, the Custodian will use reasonable endeavours to keep you informed of certain important events that affect the Custody Securities subject to the Custodian having received prior written notice of such events from the relevant issuer and provided that the Custody Securities are traded on an approved securities exchange or registered in an approved jurisdiction. Examples of such events include rights issues, bonus issues, takeovers, company reconstructions and the impending exercise/expiry of options, warrants and convertible bonds.

<p>Corporate Actions</p>	<ul style="list-style-type: none"> • If requested, to provide additional services for notification of corporate actions, requests for instructions and a proxy voting service. 	<ul style="list-style-type: none"> • The Custodian will act in accordance with your instructions with respect to any corporate action that requires an election to be made by you provided that it is practicable to do so, you have sufficient funds in your client funds account or OMCA and you have given us clear and complete instructions, together with all information necessary to make the election, at least three Business Days prior to the date determined by the Custodian as the last date by which such election can be practicably made. • Notwithstanding any instructions from you: • in respect of any corporate actions which provide an option for the holder to elect to receive a cash alternative (for example a takeover offer in which shareholders can elect to receive consideration in the form of either cash or shares in the offeror), the Custodian may select the cash alternative without any need to refer to or obtain any consent from you; • in respect of any corporate actions affecting a particular Security, the Custodian may make such election as it determines in its discretion is appropriate without any need to refer to or obtain any consent from you, if the Custodian makes the same or equivalent election for all Securities held by the Custodian on behalf of all customers using the Custody Service; and • following any corporate action, the Custodian may effect any associated distributions to the beneficial owners of Custody Securities held in a pooled account in such manner as it determines in its discretion may be appropriate, having regard to the interests of such beneficial owners generally and the practicalities of making such distribution.
<p>Dividends and Income</p>	<ul style="list-style-type: none"> • To receive, collect, hold, deal with and disburse, subject to the provisions of Part C, as Bare Trustee for and on your behalf, all income, entitlements and payments (of any nature whatsoever) in respect of the Securities and, in the absence of any specific instructions given by you, to take any action which the Custodian considers to be necessary in connection with the receipt of such entitlements and payments (including signing and delivering any necessary documents or authorisations). • To do such other things as the Custodian considers necessary, after taking reasonable steps to consult with you, in order to give effect to the provisions of this Part C. 	<ul style="list-style-type: none"> • Unless otherwise agreed to by the Custodian, all dividends and interest received will be converted into the currency of your nominated bank account at the time of receipt by the Custodian. Where a foreign currency conversion is made under this section, foreign exchange charges will be incurred in accordance with the applicable rate(s).
<p>Foreign Currency Accounts</p>	<ul style="list-style-type: none"> • The Custodian will not be required to execute any instructions given to it by you under Part C in relation to foreign exchange trading unless and until the Custodian receives, in a form and content acceptable to it, a trade confirmation from the applicable foreign exchange counterparty. • The Custodian may establish a foreign currency account for you and will act on your instructions for the movement of funds between currencies. 	<ul style="list-style-type: none"> • Where you hold an OMCA, you may elect to receive all dividends and interest into the OMCA in the currency in which payment has been made.

- 2.2 You authorise us to execute as Custodian such certificates of ownership, affidavits, declarations or other certificates as we may be obliged to do under and pursuant to applicable law in connection with any Custody Securities or as may be reasonably necessary (in our opinion) in connection with any Custody Securities or the provision of the custody services.
- 2.3 You authorise us in relation to any Custody Securities, without any need for further express instructions, to:
- surrender Custody Securities in temporary form for Custody Securities in definitive form;
 - endorse for collection cheques, drafts and other negotiable instruments; and
 - in general attend to all non discretionary details in connection with the sale, exchange, substitution, purchase, transfer and other dealings with the Custody Securities.

3 Risk Warning

- 3.1 You acknowledge that:
- corporate actions may be cancelled or reversed by an issuer (in some cases after considerable time has passed since the corporate action), and you may be liable to return Securities or repay monies received in connection with any such cancelled or reversed corporate action; and
 - Custody Securities may be held in a pooled or omnibus account and in certain circumstances, this can mean that you may not benefit from certain corporate actions to the same extent that you might have benefited had the Custody Securities been registered in a separate parcel; for example, a rights issues where each separately registered shareholder has an equal right to participate, regardless of the total number of shares held by each shareholder.

4 Custodian's responsibilities and rights

- 4.1 In exercising its powers and performing its obligations as set out in Part C, the Custodian will:
- exercise due care in respect of custody of the Documents and Securities;
 - not be obliged to supervise your investments generally or advise on them;
 - not be liable for any damage, loss, cost or expense arising from an act or omission of any other person (not being an employee, servant or agent of the Custodian) or from any electronic or mechanical fault or for any act or omission arising from (or notwithstanding) compliance by the Custodian with the Rules, any law or customary market practices; and
 - not be liable to you for earnings foregone on monies held for you by the Custodian, except to the extent that the Custodian fails to obey your express and reasonable written instructions.
- 4.2 Notwithstanding the fact that legal title to the Securities is held by the Custodian, any rights which attach to the ownership of those Securities may only be exercised by the Custodian on and in accordance with your instructions pursuant to clause 6.4.
- 4.3 Neither an issuer of the underlying Securities (Issuer), trustees of the underlying Securities (where applicable) (Trustees), nor any person appointed pursuant to clause 5.1 below, has

caused the issue of, or endorses or is in any way responsible for, any information provided by the Custodian (other than, in respect of the Issuer and Trustees, investment disclosure material relating to the Securities).

- 4.4 You acknowledge and agree that an investment in the Securities does not represent either a deposit with or liability of the Issuer or the Trustees, and neither an Issuer, a Trustee, any person appointed pursuant to clause 5.1 below, nor their respective subsidiaries or related companies, guarantee the repayment of capital, payment of income or the performance of the Securities except as set out in the relevant investment disclosure.

5 Appointment of agent by Custodian

- 5.1 Subject to its compliance with all Rules, you acknowledge that the Custodian may arrange for, or appoint, or delegate to, any other person to act on its behalf in respect of the obligations of the Custodian set out in Part C. At the date of these Terms and Conditions, the sub custodians intended to be appointed by the Custodian are ICSL and DB. In general terms if you select the Macquarie Premium Portfolio Service then we will select ICSL to be the sub custodian for that service. If you select the International Custody Service then we will select DB to be the sub custodian for that service. If you do not select a particular service, or do not advise us of your preference, we may place you in either service at our complete discretion.
- 5.2 The arrangement or appointment of another person under clause 5.1 above will be on terms which the Custodian, in its absolute discretion, considers appropriate but will not limit the extent of the obligations of the Custodian to you as set out in this Part C or give rise to any liability on behalf of any sub custodian for the provision of the services provided to you pursuant to these Terms and Conditions.

6 Dealing with Securities

- 6.1 On receipt of a written request from you the Custodian will, subject to any lien it may have, arrange the transfer of any Securities held for your benefit to you or to any other person at your direction.
- 6.2 You acknowledge that the Custodian, in its discretion, may determine not to accept instructions to trade or deal with any Custody Securities within three (3) Business Days (in the jurisdiction of the relevant securities exchange) of any previous trade or dealing by you of those same Custody Securities (i.e. the exact same parcel (or part thereof) of Custody Securities relating to the previous trade or dealing), or within such other applicable period required for the clearance of that previous trade or dealing.
- 6.3 The Custodian will provide you with half yearly reports of all investments and documents of title held in its possession on behalf of you and of all movements relating to the reporting period including all cash related transactions of income, dividends, foreign exchange and settlements with cash or bank accounts. An end-of-financial-year summary of income and dividends, including resident withholding tax, imputation credits, withholding tax and management fees will also be provided to you. Each of these reports will be forwarded to you (in accordance with clause 11.1(b) of this Part C) within forty (40) Business Days of the end of the period to which they relate unless another means of transmission is agreed between the parties.

- 6.4 The Custodian is entitled to rely on any instructions provided by you or purported to be given by an Authorised Person without having to verify that person's identity and authority to give such instructions.
- 6.5 The Custodian will maintain appropriate records and registers for the Documents, the Securities and your money. In particular, the Custodian will separately identify them in its records and registers, as distinct from the investments of other clients held by the Custodian.

7 Special conditions

- 7.1 You will provide the Custodian with the necessary cleared funds to enable settlement of any dealings entered into by the Custodian on your behalf. The Custodian will not accept cash from you.
- 7.2 The Custodian may at its discretion charge you a funding fee in respect of that proportion of the required funds not provided, in accordance with the funding deadline until the amount of cleared funds required for settlement are provided by you to the Custodian.
- 7.3 You are responsible for paying your own costs, fees and charges incurred in connection with the provision of the funding referred to in clause 7.1 of this Part C.
- 7.4 You authorise your Macquarie Adviser to have access to your Account in order to exercise your instructions.
- 7.5 Additional special conditions, if any, forming part of Part C may be agreed between the Custodian and you.
- 7.6 Third party payments can be made on your instructions provided that you have previously provided written authorisation to make payments from that third party account.

8 Indemnity, expenses, fees and charges

- 8.1 You agree to indemnify the Custodian and its agents against all taxes, duties, levies, fines and imposts (arising other than as a result of the Custodian's negligence or fraud) of any nature whatsoever incurred in connection with the performance by the Custodian of its obligations or with any of the transactions contemplated and which are properly chargeable against the Custodian or a third party engaged by it in accordance with the provisions of Part C relative to Your Account, excluding tax on the Custodian's or its agents' general income or profits.
- 8.2 You agree to indemnify the Custodian and its agents against all fees, charges and/or other costs incurred by the Custodian and/or any of its agents as a direct, indirect or consequential result of you failing wholly or in part to comply with any provision of Part C, including any special condition.
- 8.3 You agree to indemnify the Custodian and its agents against any actions, claims, demands, proceedings, costs, damages, expenses, liabilities and losses (including legal costs on a solicitor and client basis) paid, suffered or incurred by us directly or indirectly as a result of performance by the Custodian and/or any of its agents of their respective obligations under Part C (arising other than as a result of the Custodian's negligence or fraud).
- 8.4 In consideration of the performance by the Custodian of its obligations under Part C, you agree to promptly pay to the Custodian such fees and charges, together with any GST payable, determined in accordance with the fees and charges as the Custodian may notify you as being due and payable.

- 8.5 The Custodian may at any time increase, amend or vary the fees and/or charges referred to in clause 8.4 of this Part C or their basis or method of calculation and may impose new fees and/or charges subject to providing you with thirty (30) days prior written notice of the Custodian's intention to do so.
- 8.6 You agree to promptly pay to the Custodian all other transaction expenses and liabilities reasonably incurred by the Custodian in relation to the Securities, including:
- all brokerage, commissions, fees, taxes, duties and the similar expenses associated with receiving, collecting, holding, and disbursing the Securities; and
 - any expenses or liabilities incurred at your request.

9 Taxation

- 9.1 If it is required to by law, the Custodian may deduct withholding tax, any other taxes, duties of the cost of any approved issuer levy from any income or other payment with all applicable laws and regulations of the relevant jurisdiction(s).
- 9.2 If you fail or elect not to provide the Custodian with your IRD number, the Custodian will deduct resident withholding tax, if any, at the non-declaration rate and remit it to the Inland Revenue Department.
- 9.3 You must also inform the Custodian if you are a company, other than a company that is a trustee.
- 9.4 You must, on request, certify to the Custodian in respect of any company referred to in clause 9.3 of this Part C, its place of incorporation, principal place of business, residence, control or management, registered office, IRD number, or other information which may affect the Client's status or assessability for taxation purposes in any country.

10 Commencement, termination and amendment

- 10.1 The custody services offered under Part C may be terminated by:
- mutual consent between the Custodian and you, or by the Custodian re-delivering Securities to you;
 - the Custodian, with immediate effect, if you breach any part of Part C; or
 - the Custodian, with immediate effect, on the occurrence of an Insolvency Event;
- 10.2 Following the termination of services under Part C:
- the parties will complete all outstanding transactions;
 - you will pay all fees and other amounts due to the Custodian (or any associated company of the Custodian) up to and including the date of termination; and
 - subject to the obligations in (b) being satisfied, the Custodian will transfer the Documents, Securities and any of your money held to you or to any other party as directed by you.
- 10.3 You will bear any additional expenses of the Custodian reasonably incurred, directly or indirectly, as a result of any termination.
- 10.4 Any termination of Part C will not relieve a party from any liability incurred, or obligation undertaken, prior to termination.
- 10.5 The terms of Part C may be amended by the Custodian providing at least thirty (30) days' prior written notice to you. In the event Part C conflicts with the provisions of any other document, the provisions of Part C will prevail.

11 Service of notices

- 11.1 All notices required or permitted to be given to or served on one party by the other under Part C must be in writing or capable of being printed or reduced to writing and must be:
- (a) left at the address of the addressee set out in the Application Form (or such other address you subsequently notify us of);
 - (b) sent by prepaid ordinary post, or airmail if posted from outside New Zealand, to the postal address of the addressee set out in the Application Form; or
 - (c) sent by email to the email address of the recipient set out in the Application Form, or as may otherwise be notified by one party to the other in writing.
- 11.2 All notices required or permitted to be given to or served on the Custodian under Part C must be in writing sent by prepaid ordinary post or airmail if posted from outside New Zealand, to Macquarie Private Wealth New Zealand, PO Box 4349, Shortland Street, Auckland, New Zealand.
- 11.3 You and the Custodian hereby agree that notice given or served under Part C will be deemed to be received:
- (a) in the case of a posted letter, at 5pm on the third Business Day after posting unless posted from outside New Zealand, in which case it will be deemed to be received on the seventh Business Day after posting;
 - (b) in the case of an email, at the time and date indicated on an email delivery receipt received by the computer from which the email was sent indicating that the email was received at the nominated email address of the recipient;
 - (c) in the case of a facsimile transmission, at the time and date indicated on a transmission confirmation report produced by the facsimile machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the nominated fax number of the recipient.
- 11.4 Any notice or other communication received by the Custodian after 5pm will be deemed to have been received at 9am on the next Business Day. The Custodian will use its best efforts to process such communications as soon as possible after receipt.

12 General

- 12.1 You represent and warrant that the Securities are and will remain, free from any charge, encumbrance, lien or Security Interest (except for the Custodian's lien) and that the Custodian may deal with the Securities on the basis that they are beneficially owned by you.

- 12.2 Part C is not intended to limit your rights under the New Zealand Consumer Guarantees Act 1993 where the services you acquire are of a kind ordinarily acquired for personal, domestic or household use or consumption and you are not acquiring the services for a business purpose. The Custodian excludes all conditions, warranties or terms implied by statute, general law or custom except to the extent that such exclusion would contravene any statute or cause this provision to be void.
- 12.3 No waiver of, or any consent to any departure by you or the Custodian from a provision of Part C is of any force or effect unless it is confirmed in writing and signed by or on behalf of the party granting the waiver or consent and then that waiver or consent is effective only to the extent to which it is made or given.
- 12.4 You confirm that the Privacy clause (clause 16 of Part A) will also apply to this Part C where you appoint the Custodian to provide services to you.
- 12.5 The Custodian may suspend services under Part C if you or the Authorised Persons fail to provide information that is required and authorised under this Part.
- 12.6 You and the Authorised Person are entitled to see, and to request the correction of, any personal information that the Custodian holds.
- 12.7 You acknowledge that the Custodian may be required to disclose information in respect of your identity, details of the Securities, information regarding the acquisition of Securities by you, or details of any transaction executed on your behalf to the FMA, NZX, any person entitled to such details or information by virtue of an order or direction of any court, or to any other person legally entitled.
- 12.8 Part C records the entire agreement in relation to Custody Services, and prevails over any earlier agreement or arrangement, concerning its subject.
- 12.9 You acknowledge that our internal controls and systems for handling clients' money and property are not audited. However they are periodically reviewed by the Macquarie Group's internal audit function. This includes an assessment of the adequacy of internal controls over the client funds account. We are also subject to review by the NZX as part of the NZX's compliance program.

13 Use of online services for Premium Portfolio Service clients

- 13.1 If you use our online service to view your portfolio as a Premium Portfolio Service client, you agree to be bound by the terms and conditions of this service which are available from Your Adviser.

Part D: Definitions and interpretation

1 Definitions

1.1 In these Terms and Conditions:

“Account” means an account established by Macquarie Equities New Zealand Limited on behalf of a Client;

“AML/CFT Laws” has the meaning set out in paragraph 6.1 of Part A;

“ANZ National” means ANZ National Bank Limited.

“Account Issuer” means any person responsible for administering or managing the OMCA.

“Application Form” means the application form forming part of the Macquarie Private Wealth New Zealand Application Booklet;

“ASIC” means Australian Securities and Investments Commission;

“ASX” means the ASX Limited ABN 98 008 624 691 or the stock market conducted by ASX Limited, as the context requires;

“ASX Settlement” means ASX Settlement Pty Limited ACN 008 504 532;

“Authorised Person” means any person authorised in writing by the Client (either on the Client’s Account application or otherwise by written notice to Macquarie) to operate the Account on behalf of the Client;

“Bare Trustee” means that trustee functions are limited to holding assets, settling transactions and acting on the instructions of investors. A Bare Trustee cannot incur any liabilities in its own name or on behalf of investors;

“Business Day” is a reference to a day Macquarie is open for business in the city in which your Macquarie Adviser is located;

“C&S Rules” means CHO’s Clearing and Settlement Rules;

“CDO” means New Zealand Depository Limited, including its Board, senior executives, employees, agents, and any Person acting under its delegated authority;

“CHESS” means the Clearing House Electronic Subregister System;

“CHESS Holding” means a holding of Securities on CHESS;

“CHO” means New Zealand Clearing Limited, including its Board, senior executives, employees, agents, and any Person acting under its delegated authority;

“Client” means the person or body corporate for whom Macquarie or MECL establishes an Account and may be referred to as “you” in these Terms and Conditions;

“CSN” means your Common Shareholder Number;

“CSP” means your Clearing and Settlement Participant;

“Custodian” means Macquarie Equities Custodians Limited;

“Custody Securities” means Securities held by the Custodian (or any sub custodian appointed by the Custodian);

“DB” means Direct Broking Limited, a company duly incorporated in New Zealand (registered number 915751) having its registered office at Level 6, 1 Victoria Street, Wellington;

“Depository” means the depository operated by CDO in accordance with the Depository Rules;

“Depository Account” has the meaning assigned to it under the NZX participant rules;

“Depository Nominee” means the “Nominee” as that term is defined in the Depository Rules;

“Depository Rules” means CDO’s Depository Operating Rules, as amended from time to time by CDO;

“Documents” means any documents evidencing your title to the Securities;

“FIN” means an alphanumeric identifier issued by NZX, an Issuer or a Securities Registry, to a Security holder that provides authority to access the shareholders account at the Securities Registry;

“GST” means any tax in the nature of goods and services tax, consumption tax, supply or valued added tax, sales tax, turnover tax, services tax or any similar tax which is levied in any jurisdiction;

“HIN” means your Holder Identification Number;

“Holder” means a person registered as the legal owner of Securities in a holding;

“Holder Record” means the registration details, the HIN and the holder type as recorded by ASX Settlement in CHESS for the purpose of operating one or more CHESS holdings;

“Holder Record Lock” means a facility that prevents Securities from being deducted from any current holding to which the relevant Holder Record applies, pursuant to a transfer or conversation;

“Insolvency Event” means the happening of any of these events to you:

- i. an application is made to a court for an order appointing a liquidator or interim liquidator in respect of your affairs, or one of them is appointed, whether or not under an order, by shareholder resolution or otherwise;
- ii. you enter into, or resolve to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of your creditors, or you propose a reorganisation, moratorium or other administration involving any of them;
- iii. a trustee, receiver, or similar official is appointed;
- iv. any step is taken, or a proposal is made, for dissolution or you cease, or threaten to cease, to carry on your business;
- v. you are, or you state that you are, insolvent;
- vi. you are, or you make a statement from which it may be reasonably deduced that you are unable to pay your debts when they fall due, or are presumed unable to pay your debts under any law (including, in particular, section 287 of the New Zealand Companies Act 1993);
- vii. any step is taken, or recommendation made, to appoint a statutory manager under the Australian Corporations (Investigation and Management) Act 1989;
- viii. you take any step to obtain protection, or are granted protection, from your creditors, under any applicable legislation, or an administrator is appointed;
- ix. if you are a natural person, you commit an act of bankruptcy under any section 15 to 28 of the New Zealand Insolvency Act 2006 or action is taken which could result in that event;
- x. a charge, encumbrance, lien or security interest over any asset becomes enforceable; or anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

“ICSL” means Investment Custodial Services Limited;

“International Securities” means any Security traded on a Recognised Securities Exchange other than the ASX or the NZX.

“Issuer” means any person who is or has been listed on a market provided by NZX or on a Recognised Securities Exchange and, where applicable, may include all members (other than another listed entity or a subsidiary thereof) of any group and/or other entities of which the Issuer is the holding company or in which the Issuer otherwise has a controlling interest;

“Issuer Sponsored Holding” means a parcel of Securities registered and held in an uncertificated manner and for which the relevant share registry administers the register of holdings and stock movements;

“ITS” means the integrated trading system platform made available by the ASX to its Participants for the purpose of trading;

“Macquarie”, “us”, “our” and “we” refers to Macquarie Equities New Zealand Limited, an NZX firm including its Board, senior executives, employees, and any person acting under its delegated authority;

“Macquarie Adviser” means the adviser allocated to you by Macquarie;

“Macquarie Group” is comprised of Macquarie Group Limited ABN 94 122 169 279 and all its worldwide affiliated entities;

“MECL” means Macquarie Equities Custodians Limited, a custodian appointed by Macquarie.

“NZX” means the New Zealand Exchange Limited and the securities markets in New Zealand it operates;

“OMCA” refers to the Online Multi Currency Account which is the multi currency cash management account with ANZ National Bank Limited established by you and administered by the Account Issuer as referred to at Part B, clause 9.

“Recognised Securities Exchange” has the same meaning as given to that term in the NZX participant rules;

“Rules” means the rules, regulations, customs, usages and practices of the relevant New Zealand and Australian legislation, including, but not limited to the Financial Advisers Act, the Code of Professional Conduct, NZX participant rules, C&S Rules, Depository Rules, NZX listing rules, ASIC Market Integrity Rules, ASX Operating Rules, Clearing Rules, Settlement Rules, ASX Listing Rules, the ITS Regulations and any other relevant laws, regulations and procedures as issued and/or amended from time to time. Please contact your Macquarie Adviser in the event you would like more information in relation to, or a copy of, the Rules;

“Securities” means securities including, without limitation “securities” as defined by the New Zealand Securities Markets Act 1988, and the Corporations Act 2001 (Australia);

“Security Interest” has the meaning given to it under section 17 of the New Zealand Personal Property Securities Act 1999;

“Securities Registry” means a company, organisation or firm that is appointed by an Issuer to maintain its Securities registers and that is able to access the electronic system used to transfer title to enable that company, organisation or firm to register the transfer of Securities of that Issuer;

“Services” means the services provided by Macquarie to its Clients from time to time;

“SRN” means your Shareholder Reference Number assigned to each parcel of Securities held as an Issuer Sponsored holding;

“Terms and Conditions” means terms and conditions outlined in this application booklet;

“Trading Day” means a day determined by ASIC, ASX, NZX or any other recognised exchange (as the case may be) to be

a trading day and notified to market participants being a day other than:

- i. a Saturday, Sunday, New Year’s Day, Good Friday, Easter Monday, Christmas Day, Boxing Day; and
- ii any other day which ASIC, ASX or NZX declares and publishes is not a trading day;

“Trading Participant” has the same meaning as given to that term in the NZX participant rules;

“Website” means the Macquarie website at www.macquarieprivatewealth.co.nz;

“You” means the person or entity recorded as the Account holder of a Macquarie or a MEL trading account and/or any person carrying out any transactions on your behalf. For example, a person you have given third party access to;

“Your Adviser” has the same meaning as “Macquarie Adviser”; and

“Your Agent” is a reference to any person you authorise in writing on the Application Form or otherwise to be your agent for the purposes of this agreement. Actions done by your agent are deemed to be done by you for the purposes of these Terms and Conditions.


- 1.2 Capitalised terms that are not defined in clause 1.1 have the same meaning as they do in the NZX participant rules or the C&S Rules.

2 Interpretation

- 2.1 In these Terms and Conditions unless the context indicates a contrary intention:

- (a) a reference to these Terms and Conditions or to any deed, agreement, document or instrument includes respectively these Terms and Conditions or that deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (b) a reference to any statute, rule or other law, or to any sections or provisions thereof includes any statutory modification or re-enactment or any statutory provision substituted therefore and all ordinances, by-laws, regulations and other statutory documents issued thereunder;
- (c) the singular includes the plural and vice versa;
- (d) the word “person” includes a firm, a body corporate, an unincorporated association and a statutory authority;
- (e) a reference to any party includes a reference to that party’s executors, administrators, successors, substitutes and permitted assigns and any person taking by way of novation;
- (f) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of the word or phrase has a corresponding meaning;
- (h) headings are inserted for convenience only and do not affect the interpretation of these terms and conditions; and
- (i) a reference to a clause or a schedule is, unless the context otherwise indicates, a reference to a clause or a schedule in these terms and conditions.

For more information about
Macquarie Private Wealth New Zealand

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