

BT Private Portfolio

Investment Management Agreement

22 March 2021

Between

WESTPAC RE LIMITED
ABN 80 000 742 478 AFSL 233717
Level 18, 275 Kent Street, Sydney NSW
(Manager)

And

THE PERSON(S) NAMED IN THE APPLICATION FORM
(Client)

BT Investment Solutions



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Overview

BT Private Portfolio is a customised portfolio management service for investors seeking specialised investment solutions that meet their own individual circumstances and requirements.

BT Private Portfolio is a customised portfolio management service for investors. Through our bespoke service, clients can construct a diversified and personalised investment portfolio with the assistance of a dedicated BT Portfolio Manager, which meet specific objectives such as timeframes, liquidity requirements, risk sensitivity, as well as incorporating overlays such as tax or ethical considerations.

BT Private Portfolio works in tandem with existing advisers, such as bankers or financial advisers, to deliver a holistic investment solution that helps clients to achieve their wealth management and investment goals.

Investors and their advisers also benefit from the expertise and knowledge of BT's highly experienced investment team and its managed accounts offering.

Our portfolio management service is available to individuals and organisations who satisfy wholesale client requirements and who have a minimum of \$1 million to invest.

About us

BT Managed Accounts is a business within the BT Investment Solutions division of Westpac Banking Corporation. Over the past 40 years, BT Managed Accounts has established a leading market position within the private client sector as a preferred solution for portfolio management services.

Our long history of servicing individuals, private companies, charities and self-managed superannuation funds, demonstrates our commitment to developing and maintaining relationships with our clients – many of whom have been with us for over 25 years.

The success of our tailored investment solutions, combined with our dedication to understand the needs of our clients, has led to BT Managed Accounts managing in excess of \$2.0 billion of client funds, as at 31 December 2020.



About BT Private Portfolio

BT Private Portfolio is a personalised investment service that provides clients with a dedicated Portfolio Manager responsible for the construction and ongoing management and administration of a customised investment portfolio.

The Portfolio Manager can implement investment decisions, oversee accounts to ensure timely decision-making, and assist with ongoing administration, management and reporting, in conjunction with financial advisers or directly if there is no financial adviser.

To assist with asset allocation, BT Private Portfolio takes advantage of the inhouse expertise provided by BT Investment Solutions, an experienced team of investment professionals who provide high quality investment solutions for a range of clients including superannuation funds, high net worth individuals, and corporate investors.

BT Investment Solutions employs a multi asset approach covering direct equities and managed funds, across Australian and international asset classes such as equities, property and fixed income.

In addition, BT Private Portfolio offers investors access to a range of specialist external investment managers offering managed funds and direct equity model portfolios.

Our personalised investment service is provided through an Individually Managed Account that streamlines the portfolio investment process, management and administration. It allows us to deliver a tailored investment portfolio based on clients' specific needs and requirements.

Our service includes:

A dedicated Portfolio Manager

All clients work with a dedicated Portfolio Manager who has extensive investment market knowledge and expertise. They offer clients individualised portfolio management services, helping establish and manage a tax-aware, diversified investment portfolio which reflects the investment allocation they have selected – either individually or in conjunction with a financial adviser.

A tailored investment portfolio

Clients can select an investment portfolio, incorporating a range of asset classes, that suits their risk appetite and investment needs. This can be made up of direct investments as well as unlisted managed funds.

In conjunction with their Portfolio Manager and other advisers, clients choose when to invest – for instance, they can invest their initial capital over an agreed period of time rather than all at once, to take advantage of the opportunities created by market fluctuations.

In addition, clients can place restrictions on stocks and sectors to suit their personal preferences – such as taking into account ethical considerations or to manage substantial shareholdings.

Expert investment professionals

Clients can benefit from the long-term investment expertise and skill of BT Investment Solutions' experienced team of investment professionals who specialise in:

- asset allocation
- portfolio construction
- investment research
- investment strategy implementation
- product management
- investment governance and operations.

On behalf of clients, BT Investment Solutions determines the appropriate asset allocation and selects and blends investment managers to deliver long-term returns to investors.

Beneficial ownership of investments in your Portfolio

The Individually Managed Account structure means that clients have beneficial ownership of the underlying shares, listed property securities and managed funds in their Portfolio. As a result, clients are directly entitled to income from those assets (such as dividends and distributions) and are accordingly taxed on that income. Investors should generally be entitled to any associated tax benefits such as franking credits subject to the satisfaction of the 'qualified person rule' and foreign income tax offset subject to the relevant statutory requirements. Non-resident investors should be aware that Australian withholding tax may apply to certain payments made to them. The disposal of investments in your Portfolio may result in gains and losses that may be taxable to you.

BT Private Portfolio also offers the ability to seamlessly transfer across existing investments to your Portfolio. The transfer of stock does not generally result in a change of beneficial ownership and, as a result, there is unlikely to be any tax implications. The tax treatment outlined in this summary assumes that the Australian Taxation Office will (consistent with its existing practice) accept tax returns lodged by you as if you held the underlying securities directly, even though the custodian holds those underlying securities on trust for you. This summary also assumes that you hold your securities on capital account.

We recommend that clients seek their own professional advice in relation to their investment income and tax considerations.

Professional portfolio management

As the securities held in the Portfolio are beneficially owned, BT Private Portfolio offers clients the option of three taxation accounting methods:

- maximise capital losses or, if no capital losses are available, minimise capital gains (this is the default option)
- First In First Out method, meaning the first investments bought are the first sold
- maximise capital gains or, if no capital gains are available, minimise capital losses.

We recommend that clients seek their own professional taxation advice in relation to their investment.

Comprehensive administration and reporting

BT Private Portfolio provides advisers and clients with complete portfolio administration and online reporting services, including a range of daily, quarterly and annual reports online. Annual reports can be aligned to your financial year end. In addition, one-off reports can be made available by Portfolio Managers.

Investment expertise

BT Private Portfolio takes advantage of the expertise of both inhouse and external investment specialists to offer clients opportunities in Australian equities as well as a range of unlisted managed funds covering other asset classes.

BT Investment Solutions

BT Private Portfolio leverages the investment expertise of BT Investment Solutions, providing clients with access to asset allocation frameworks and institutional grade strategies.

BT Investment Solutions, as a part of Westpac Group, is a highly experienced investment team with core competencies in asset allocation, portfolio management and manager selection. The team is supported by well-resourced risk, product, and operations teams, that delivers a strong governance framework and innovative investment solutions. The investment team takes a multi-manager approach delivering a range of diversified and single sector strategies.

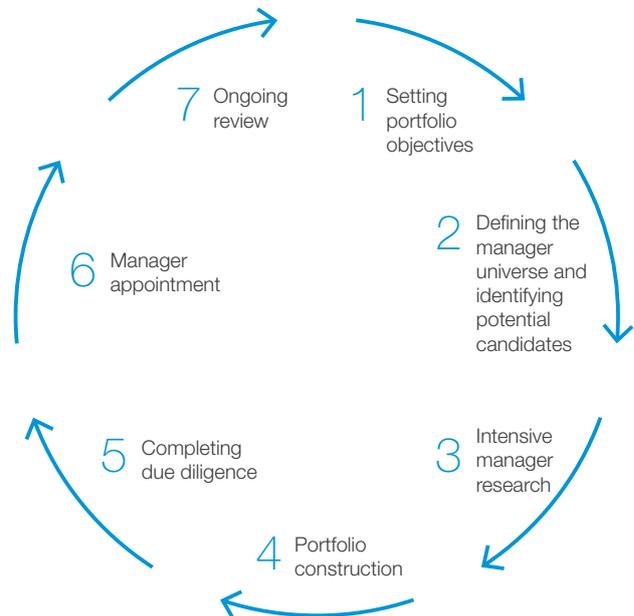
The team believes that:

- Markets are not fully efficient creating opportunities that can be exploited. The team believes it is possible to extract value, to varying degrees across markets, and over time through the use of both active and passive strategies.
- Diversification is key to a sound investment strategy meaning diversification across multiple facets, including stocks, fund managers and strategies ensures a smoother, less volatile outcome for investors.
- Investing involves balancing risks and costs associated with expected return. Understanding not only which risks we are exposed to but also the expected reward, total exposure, costs associated with and how best to manage such risks.
- Successful investment outcomes require a disciplined, systematic and long-term approach. Combining a longer term strategic view, efficient execution and a robust, repeatable and sensible investment process.

BT Investment Solutions are a manager of investment managers, meaning they select the best-in-class fund managers and investment strategies through in-depth research for portfolios across a range of asset classes including shares, property, fixed income, alternatives, and cash. BTIS's investment professionals then determine the asset allocation and select and blend fund managers with varying styles and capabilities. By adopting a multi-manager approach, the goal is to deliver a smoother excess return profile throughout the market cycle within a well-defined risk management framework.

Monitoring and reviewing portfolios is an ongoing process. The asset allocation team manages market movements to ensure weightings of the asset classes and strategies remain within allowable ranges. The sector heads and portfolio managers regularly review relevant portfolio performance and risk characteristics, manager line up and security composition.

The BT Investment Solutions process for constructing single sector portfolios can be summarised in the following diagram.



Investment portfolios

To help investors identify the type of portfolio that best suits their own circumstances, BT Investment Solutions has developed five investment profiles with their own distinct characteristics.

Each portfolio type uses a diversified allocation strategy to achieve its investment objective. Depending on the investor's requirements and risk profile, the balance of growth and defensive assets varies, as does the recommended investment timeframe.

Overview (neutral positions)	Defensive	Moderate	Balanced	Growth	High Growth
The portfolio's investment objective:	Target CPI + 1.5%	Target CPI + 2.5%	Target CPI + 3.5%	Target CPI + 4.0%	Target CPI + 4.5%
Designed for people who might need:	A diversified investment with relatively low to medium risk, and 70% exposure to defensive assets	A diversified investment with relatively medium risk, and an equal mix of growth and defensive assets	A diversified investment with relatively medium to high risk, and 70% exposure to growth assets	A high risk investment in 85% growth assets, diversified across a range of global markets	A high risk investment in growth assets, diversified across a range of global markets
Investment timeframe	3 years	4 years	5 years	6 years	7 years
Target allocation to Growth Assets (%)	30.0%	50.0%	70.0%	85.0%	98.0%
Target allocation to Defensive Assets (%)	70.0%	50.0%	30.0%	15.0%	2.0%

These portfolios are not designed with any one person's needs in mind; rather they are designed to be broadly applicable to a range of needs or portfolio requirements. They can be adjusted and refined by investors and their financial advisers as needed, for example, by excluding certain asset classes if investors already have exposure.

External expertise

BT Private Portfolio also provides clients with the facility to invest directly in a range of direct equity model portfolios and managed funds for use as investments in the various asset classes applied within the investment models.

For information on investment options currently available, please refer to the BT Private Portfolio Investment Options Booklet.

Sustainability

Through BT Private Portfolio investors can select a sustainability approach that suits their requirements. Our menu of investments includes investment options that apply sustainability to varying extent.

- managed funds offered by investment managers that have been assessed against the BT Sustainable Investment Approach
- managed funds constructed based on specific sustainability principles
- managed funds that allow the investor to assess the impact of the investments held through the fund, and
- direct equity model portfolio.

Investors are also able to exclude specific securities or industry sectors from their portfolio.

Managed Funds

BT Private Portfolio provides the ability to invest in a range of managed funds.

Investors can invest in managed funds that are part of the Core Managed Funds Menu or the Extended Managed Funds Menu.

Core Managed Funds Menu

The Core Managed Funds Menu consists of a range of unlisted managed funds offered by Pandal and BT Investment Solutions covering all asset classes, which are preferred for application in client portfolios.

You can provide us with an instruction to invest in accordance with an investment portfolio based on a risk profile, or an asset class allocation provided by you or your Financial Planner. Your Portfolio Manager can select specific managed funds from the Core Managed Funds Menu to invest in for you in accordance with your instructions. You can also instruct your Portfolio Manager specifically not to invest in any of the managed funds on the Core Managed Fund Menu. For more information, please refer to section 7.2 of the Investment Management Agreement.

A list of the available unlisted managed funds is provided in the BT Private Portfolio Investment Options Booklet. Detailed information on the unlisted managed funds included in the Core Managed Funds Menu can be provided by your Portfolio Manager.

Alternatively these can be obtained by contacting our Client Service Team on 1800 222 790.

Selected funds made available through the Core Managed Funds Menu have the underlying fund management fees rebated. Where applicable this is disclosed in BT Private Portfolio reports.

Refer to the BT Private Portfolio Investment Options Booklet for more detail.

Extended Managed Funds Menu

The Extended Managed Funds Menu includes a range of unlisted managed funds offered by Pandal, BT Investment Solutions, and other investment managers. The list of managed funds available is provided in the BT Private Portfolio Investment Options Booklet.

If the managed fund you wish to invest into is not included in the Extended Managed Funds Menu, you can request for the managed fund to be added. However, we have the right to refuse a request. For more information, please refer to section 7.2 of the Investment Management Agreement.

Selected funds made available through the Extended Managed Funds Menu have the underlying fund management fees rebated. Where applicable this is disclosed in BT Private Portfolio reports.

Refer to the BT Private Portfolio Investment Options Booklet for more detail.

Consider whether BT Private Portfolio is right for you

The BT Private Portfolio investment services are intended for individuals and organisations meeting wholesale client requirements and with a minimum of \$1 million to invest. For more information, see section 10.1(g) of the Investment Management Agreement.

Clients may use a BT Margin Loan in order to meet the minimum investment requirement. When using a BT Margin Loan, the minimum contribution by the investor is to be over \$500,000 and the investor must confirm their wholesale investor status by providing a qualified accountant's certificate or evidence of their professional investor status. BT Margin Loans are provided by BT Securities Limited ABN 84 000 720 114 AFSL 233722 as agent for Westpac Banking Corporation, as disclosed in the BT Margin Lending Margin Loan – Product Disclosure Statement. The Product Disclosure Statement can be obtained by phoning 1800 816 222.

As with any investment, BT Private Portfolio is subject to investment risk and various other risks including the possibility of adverse regulatory changes and operational risks.

The information in this document is general advice only and is not intended to constitute professional advice or an investment recommendation. The information provided does not take into account the investment objectives, financial situation and particular needs of any investor. Before making an investment decision we suggest you take into consideration whether the product is appropriate to your particular investment needs, objectives and financial circumstances, having regard to the complexity of the financial product and the level of investment risk involved.

It is strongly recommended that you seek professional investment advice before making any investment decision. Any investment decision that you make should be based on an assessment of your risks in consultation with your investment adviser.

Risks

Taxation and regulatory risk

The risk that changes to tax laws, industry regulation and other legislation could adversely affect your investment. Investment decisions you make may have tax and social security consequences and may also be subject to government duty. Their impact will depend on your individual circumstances, and it is your responsibility to manage them. You are generally liable to pay tax on income (including capital gains on disposal) from your investments (even if the income is reinvested).

Market risk

Markets are subject to a host of factors, including economic conditions, government regulations, market sentiment, local and international political events, and environmental and technological issues. Market risk may have different impacts on each investment and investment style. It may mean that the value of your investment falls or that your investments cannot be readily sold.

Currency risk

If an investment is held in international assets, a rise in the Australian dollar relative to other currencies may negatively impact investment values or returns.

Investment specific risk

An investment in a listed security, or a managed fund or model portfolio which has exposure to a listed security, may be affected by unexpected changes in that listed entity's operations (due to quality of management, use of technology etc) or its business environment. Similarly an investment in a managed fund or model portfolio may be affected by unexpected changes in the fund's operations or by changes in investment management (or other) personnel.

To the extent that this document contains any information regarding the past performance of products, such information is not a reliable indicator of future performance and should not be relied upon as a basis for an investment decision.

No investment strategy is without risk and markets influence investment performance. Investment markets and conditions can change rapidly. The value of your investments and the income from them can go down as well as up and is not guaranteed at any time. Investors may not get back the amount originally invested and may lose all of their investment.

Liquidity risk

The risk that you will not be able to withdraw an investment available through BT Private Portfolio within the timeframe you need.

Operational risk

The risk that administration, computer and supporting systems may not always work as they should.

The effective operation of BT Private Portfolio depends on the integrity of our systems. However, there is a risk that these systems may not be available or operate effectively in certain circumstances.

We take risk management seriously, and have procedures in place designed to reduce the risk of systems not working effectively and to respond promptly should problems arise. However, you should be aware that not all of these risks can be foreseen.

Investment Management Agreement

BT Private Portfolio Terms and Conditions

1. Appointment

1.1 Manager

The Client appoints the Manager as its agent to invest and manage the Portfolio in accordance with this agreement. In doing so, the Manager will have the powers of a natural person, subject to directions in the Application Form or any instructions of the Client.

1.2 Custodian

The Client authorises the Manager to appoint a Custodian on the Client's behalf to provide custodial services in connection with the Portfolio on terms considered appropriate by the Manager, and to replace the Custodian from time to time.

1.3 Administrator

The Client authorises the Manager to appoint, and the Manager appoints, Westpac Banking Corporation and other Westpac Group entities (and through them BT Managed Accounts) to operate and manage the day to day functions of BT Private Portfolio.

2. Investment restrictions and dealings with related parties

2.1 Investment restrictions

The Manager must comply with the investment directions (if any) in the Application Form (as varied in writing between the Manager and the Client from time to time). If the Portfolio does not comply with those directions and the Manager rectifies the non-compliance as soon as reasonably practicable after identifying the non-compliance, there is taken to have been no breach of the agreement, and the non-compliance (if remedied, and has not caused material loss to the Client) will not give rise to any right or remedy in the Client. Investment restrictions must be submitted on the Client stock/sector restrictions (Appendix E) section of the Application Form. Further investment restrictions can be placed by requesting a copy of the Client stock/sector restrictions form by email on privateclients@btfinancialgroup.com, and returning the completed form to BT Managed Accounts.

2.2 Dealing with related parties

The Manager may invest in, deal with, hold assets with or engage the services of the Manager's related bodies corporate which are engaged in separate business activities which are entitled to charge fees and brokerage provided that they are in the ordinary course of business and on arm's length terms. The Manager may also invest any part of the Portfolio in a fund or trust of which the Manager or a related body corporate is a trustee or manager.

3. Indemnity and expenses

3.1 Indemnity

The Client must indemnify the Manager against any losses, liabilities or reasonable expenses incurred by the Manager as a consequence of the Manager acting under this agreement, except to the extent that the loss, liability or expense is directly caused by the Manager's negligence, fraud, dishonesty or wilful breach. This obligation continues after termination of this agreement.

3.2 Expenses

The Client must pay all taxes, duties, costs, charges and expenses properly incurred in connection with the investment and management of the Portfolio, the custodial services provided in relation to the Portfolio, or the acquisition, disposal or maintenance of any investment in the Portfolio or in acting under this agreement, which the Manager may deduct or cause to be deducted from the Portfolio.

4. Deposits and withdrawals

4.1 Deposits

The Client may advise the Manager of any additional money made available for investment and management under this agreement. The Manager is entitled to regard any amount so notified as being available in cleared funds for investment and management on the day on which the Manager has been notified that the amount is so available, or on the day the Manager receives notice from the Custodian that the amount is so available.

4.2 Withdrawals

The Client may, by notice to the Manager, withdraw funds from the Portfolio. A notice of withdrawal may state the date on which the funds are required. The Manager will use reasonable endeavours to enable sufficient assets of the Portfolio to be realised to pay the withdrawal on that date or as soon as practicable after it.

5. Fees

5.1 Management fees

The Manager is entitled to the fees specified in the Schedule or as otherwise agreed for its services under this agreement. Unless specified otherwise, the fee is calculated daily and is payable at the end of each calendar quarter. Unless otherwise agreed, if invested in underlying managed funds issued by either Pandal or BT Investment Solutions, the management fees charged through the unit price of the underlying fund are rebated by way of a reduction in the management fee payable to the Manager under this agreement. The Manager may deduct fees from the Portfolio. The fees specified in the Schedule exclude GST, unless otherwise specified.

5.2 GST

If the Manager becomes liable to pay GST on any supply under this agreement, then in addition to the fees payable under this agreement the Manager is entitled to be paid an additional amount equal to the increase in the Manager's costs on account of GST, unless the supply is already specified to be inclusive of GST.

6. Giving us instructions

6.1 Instructions to be in writing

Unless otherwise agreed, all instructions to us in respect of your Portfolio must be provided to us in writing (which includes email or an approved form of direction set out in the Application Form).

6.2 No obligation to act in accordance with instructions

We are under no obligation to act in accordance with your instructions if we reasonably consider that they are ambiguous, unclear or conflict with any regulatory requirement or local market practice. We will notify you if we decline to act in accordance with your instructions for any reason.

We are under no obligation to accept a request to add a managed fund to the Extended Managed Funds Menu and may accept or reject such a request in our absolute discretion.

7. Our discretions

7.1 Appointment

You appoint us to manage the Portfolio at our discretion, without limitation or prior consultation with you, but always in accordance with this agreement and your instructions in accordance with section 6.

7.2 Discretions

Subject to section 7.1, as part of the management of your Portfolio:

- We may invest funds within the Bedding Down Period as instructed by you.
- Apart from investing funds within the Bedding Down Period, the implementation period over which we may buy or sell assets on an ongoing basis will be at our discretion.
- Where you have provided an asset class allocation but have not selected any specific managed funds to fulfil that allocation, we may select specific managed funds for the asset class from the Core Managed Funds Menu excluding any managed fund(s) you have instructed us not to invest in, and we may switch or change the managed funds in your Portfolio from time to time at our discretion.
- Where you have requested for a managed fund to be added to the Extended Managed Funds

Menu, we may decide not to accept the request in our absolute discretion.

- Where a transaction on the Portfolio is minor relative to the size of the Portfolio, we may elect to not enter into that transaction.
- Where a holding on the Portfolio is minor relative to the size of the portfolio, we may elect to terminate that holding.
- We may make decisions regarding participation in any corporate actions.
- We may deviate from any of your nominated asset class weightings by up to 10% for each asset class.
- We may operate all accounts opened on your behalf including, without limitation, making payments or drawing cheques payable on your behalf.
- We may exercise (and decline to exercise) all rights and privileges and perform all duties and obligations which now or may in the future apply to the managed funds in your Portfolio.
- We may receive, hold and execute all necessary documents, pay all obligations and liabilities, undertake all acts and do all things that are necessary or convenient in order to manage the Portfolio in accordance with the terms of this agreement.
- Unless you provide specific instructions to do so, we will not submit proxy voting on your behalf in relation to any securities or funds held in your Portfolio.

8. Reporting

The Manager will provide regular reports to the Client at reasonable intervals concerning the Portfolio and transactions in relation to the Portfolio. The Manager will also provide such additional reporting as agreed with the Client from time to time.

9. Term

9.1 Termination

This agreement remains in force until terminated by either party on giving not less than 5 Business Days' written notice of termination.

9.2 Effect of termination

Termination of this agreement does not affect any right or claim, or any transaction, entered into or accrued before termination. The Manager may deal with the Portfolio for up to 30 Business Days from the effective date of termination in order to vest control of it in the Client (or as the Client otherwise directs) and during that time the Manager:

- (a) may enter into transactions to settle or otherwise extinguish or offset obligations incurred by the Manager in relation to the Portfolio before that date;
- (b) must, with respect to obligations not capable of settlement before transfer of the Portfolio, create provision for the contingent liability anticipated by the Manager to arise and direct the Custodian to hold sufficient assets of the Portfolio to satisfy that liability;
- (c) may instruct the Custodian to deduct from the Portfolio the Manager's fees, charges and expenses due as of the date on which the transfer of the Portfolio is to be effected;
- (d) may pay or cause to be paid to the Client (or as the Client otherwise directs) the net realisable value of any shares listed on an exchange or any interest in a trust or a managed fund promoted by the Manager or the proportion of any asset which is held jointly and is indivisible;
- (e) may deal with the Portfolio in accordance with instructions from a new manager appointed by the Client.
- (d) the Client has formed its own view as to the appropriateness of appointing the Manager under this agreement;
- (e) the Client acknowledges the Manager is not acting in a fiduciary capacity with respect to the Client;
- (f) the Client acknowledges that investing under this agreement involves the risk of loss, and that the Manager does not guarantee the return of the amount invested or any rate of return;
- (g) the Client is a wholesale client for the purposes of the Corporations Act whereby:
 - (i) the amount invested by the Client under this agreement is at least \$500,000, disregarding any amount loaned by Westpac Banking Corporation or any of its related bodies corporate; or
 - (ii) a certificate has been given by a qualified accountant within the previous 6 months (or any longer period permitted by relevant legislation) that the Client has net assets of at least \$2,500,000, or has a gross income for each of the last 2 financial years of at least \$250,000 a year; or
 - (iii) the Client is a professional investor, as defined in Section 9 of the Corporations Act;

The Manager is not under any obligation to do anything in connection with the investment or management or safe keeping of the Portfolio after the effective date of termination. The Client must take all necessary steps to facilitate the transfer of the Portfolio from the Manager. The Manager must cause the Custodian to deliver the Portfolio to the Client or its nominee after payment of all fees, expenses and other amounts payable within a reasonable time after termination of this agreement.

10. Representations, warranties and undertakings

10.1 Client warranties

The Client represents and warrants to the Manager that:

- (a) the Client has power to enter into and perform this agreement and all necessary authorisations have been obtained to permit it to do so;
- (b) the Client is not aware of any circumstances which would render the execution of the agreement unlawful or unenforceable;
- (c) if the Client enters into this agreement as trustee:
 - (i) it is the sole trustee of the relevant trust;
 - (ii) it has the power and authority to sign the agreement and perform its obligations under the agreement; and
 - (iii) it has the right to be indemnified out of the trust fund for all obligations it incurs under the agreement;

(h) The Client acknowledges that:

- (i) the Manager may request evidence of the Client's wholesale client status at any time; and
- (ii) if the Manager determines that the Client no longer meets the wholesale client status as defined in clause 10.1(g), the Manager may terminate the agreement.

10.2 Manager warranties

The Manager represents and warrants to the Client that it:

- (a) has the power to enter into and perform this agreement;
- (b) holds all licences necessary to perform its functions under this agreement.

10.3 Client Undertakings

The Client undertakes to the Manager that:

- (a) if the Client is a body corporate — the Client is responsible for compliance with its constitution and any law to which it is subject and the Manager has no obligation to ensure such compliance;
- (b) if the Client is a trustee or executor — the Client is responsible for compliance with the trust deed,

any instrument of appointment and any law to which it is subject and the Manager has no obligation to ensure such compliance.

11. Effect of death and incapacity

11.1 Death or incapacity of Client

If the Client is a natural person and the Client dies or becomes incapacitated:

- (a) unless otherwise instructed by the Client's personal representative, the Client authorises the Manager to continue to act in accordance with any instructions provided by the Client prior to date of their death or incapacitation;
- (b) the Manager may seek instructions from the Client's personal representative regarding the Portfolio upon receipt by the Manager of the notice of death or letter of appointment; and
- (c) the Client's personal representative must, where necessary, ratify and confirm all acts of the Manager (excluding such acts that are unauthorised under the terms of this agreement) between the date of death or incapacitation and receipt by the Manager of the notice of death or letter of appointment.

11.2 Survivorship

Where the Client consists of more than one person, the investments held in the Portfolio are held jointly and if one of those persons dies the investments will be deliverable to the survivor(s) only. The Manager will have no liability to any person for delivering the investments to the survivor(s) or in acting on the instructions of the survivor.

You should discuss with your tax adviser the consequences of jointly holding securities in your Portfolio.

11.3 Management fees

The management fees set out in the Schedule will continue to apply to the Portfolio in accordance with clause 5 of this agreement following the death or incapacity of the Client.

12. Authorised representatives and notices

12.1 Authorised Representatives

The persons (**Authorised Representatives**) who are authorised to make any written communication or take action on behalf of the Client are specified in the Application Form. The Client may vary their Authorised Representatives by notice in writing to the Manager.

12.2 Notices

Any notice given under this agreement must be sent to the address or fax number set out in the Application Form, or (in the case of the Manager) the address specified in the Schedule, or to any other address or fax number that any party may specify to the others. A notice will be taken to have been given:

- (a) delivery — when delivered, received or left at that party's address;
- (b) post — six Business Days after posting (or ten Business Days after posting if sent from one country to another);
- (c) fax — on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the number of the recipient, but if delivery or receipt occurs on a day which is not a Business Day or is later than 4pm (Sydney time) it will be taken to have been given at the start of the next Business Day; or
- (d) email — upon receipt of the email but if delivery or receipt occurs on a day which is not a Business Day or later than 4pm (Sydney time) it will be taken to have been given at the start of the next Business Day.

The Manager may assume any notice or instruction which purports to be from the Client is valid without further enquiry unless it appears on its face that the communication was not authorised by the Client and the Manager will have no liability for acting on such a notice or instruction. The Manager may (but is not obliged to) seek confirmation of any notice or instruction from the Client or each other and will have no liability for deferring any action until confirmation is received.

13. Anti-Money Laundering, Counter-Terrorism Financing and Sanctions obligations

The Manager is bound by laws about the prevention of money laundering and the financing of terrorism as well as sanctions obligations, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF Laws).

Upon entering into this agreement with the Manager, the Client agrees that:

- (a) The Manager is required to carry out procedures that verify the Client's identity before providing services to the Client, and from time to time thereafter;
- (b) it is not and will not enter into any agreement with the Manager under an assumed name;
- (c) any funds used by the Client to invest in BT Private Portfolio have not been derived from or related to any criminal activities;
- (d) any payments received from the Manager will not be used in relation to any criminal activities;
- (e) if the Manager asks, the Client will provide the Manager with additional information reasonably required (including information about the source of funds used to invest in BT Private Portfolio); and

- (f) the Manager may obtain information about the Client, the Client's estate, anyone acting on the Client's behalf, a holder of a beneficial interest in BT Private Portfolio or the source of funds used in connection with the investment in BT Private Portfolio, from third parties if the Manager believes this is necessary to comply with AML/CTF laws or sanctions.
- (d) the Client's financial or professional adviser;
- (e) the Manager's professional advisers and agents, employees and service providers; or
- (f) to a related body corporate of the Manager.

In order to comply with AML/CTF laws and sanctions the Manager may be required to take action, including:

- (g) delaying or refusing the processing of any application or any transaction related to the Client's investment in BT Private Portfolio if the Manager believes or suspects that the application or transaction may breach any obligation of, or cause the Manager to commit or participate in an offence under any AML/CTF laws or sanctions. The Manager will not incur any liability in doing so; or
- (h) disclosing information that it holds about the Client to its related bodies corporate or service providers, or relevant regulators of AML/CTF Laws and/or law enforcement agencies or other entities (whether in or outside of Australia).

If the Client is in default of their obligations under their investment with the Manager, the Manager can close the Client's investment without notice if the Manager has reasonable grounds to suspect that there is a breach of any of the conditions set out above, such as unsatisfactory conduct by the Client or the Client fails to provide required information and documentation as requested within a stipulated time period or if the Manager has reasonable grounds to consider that we need to close the Client's investment for any other reason in order to manage appropriately any risks to which the Manager is exposed (including the risk of damage to the Manager's reputation).

14. Further assurances

The Client agrees to enter into and perform any instrument or agreement necessary to give effect to this agreement. The Client authorises the Manager on its behalf to enter into any master trading, clearing or other agreement considered desirable by the Manager and authorises the Manager to act under those agreements as necessary in the ordinary course of investment management.

15. Confidentiality

The Manager will not disclose any information concerning the Client or the Portfolio to any person except:

- (a) as required by law, any exchange, Securities System or self-regulatory organisation;
- (b) as required under the terms of any investment;
- (c) for the purposes of legal proceedings;

16. Assignment

Neither party may assign its rights under this agreement except:

- (a) with the consent of the other; or
- (b) in the case of the Manager, an assignment to Westpac Financial Services Limited or a related body corporate within the Westpac Group upon 30 Business Days' written notice to the other party.

17. Amendment

The Manager may vary this agreement by giving notice to the Client. The Manager will provide at least 30 days' prior notice of any variation that is materially adverse to the Client's interests.

18. Waiver

No failure to exercise or any delay in exercising any right, power of remedy under this agreement shall operate as a waiver. No single or partial exercise of any right, power or remedy precludes any other or further exercise of that right or any other right, power or remedy.

19. Governing law

This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

20. Our reporting obligations

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (eg for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution

to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

21. Definitions

In this document, including the BT Private Portfolio Terms and Conditions:

Application Form means the BT Private Portfolio service application form.

Authorised Representative means a person (typically a financial adviser) appointed by the applicant, to provide instructions on behalf of the applicant to the Manager in relation to their Portfolio.

Bedding Down Period means the period of time which you instruct us to invest your initial funds.

BT Managed Accounts means the team within the BT Investment Solutions division of Westpac Banking Corporation responsible for the day-to-day management and operation of managed accounts solutions offered by BT Investment Solutions.

BT Margin Loan means a margin lending facility provided by BT Securities Limited ABN 84 000 720 114 AFSL 233722 as agent for Westpac Banking Corporation.

Business Day means a day other than a Saturday, Sunday or public holiday on which banks are open for general banking business in Sydney.

Client, or you means the person(s) named in the Application Form.

Core Managed Funds Menu means the list of Pental and BT Investment Solutions managed funds made available for investment by the Manager for the various asset classes, as amended by the Manager from time to time in its absolute discretion.

Corporations Act means the *Corporations Act 2001* (Cth).

Custodian means the HongKong and Shanghai Banking Corporation Limited, Sydney Branch (HSBC) ARBN 117 925 970 AFSL 301737 or any other entity appointed by the Client to hold assets in their Portfolio on their behalf from time to time.

Extended Managed Funds Menu means the list of managed funds available for investment through BT Private Portfolio as amended by the Manager from time to time in its absolute discretion.

GST means any goods and services tax, consumption tax, value-added tax or any similar impost or duty which

is or may be levied or becomes payable in connection with the supply of goods or services.

Individually Managed Account means a portfolio of a variety of asset classes that may include equities, income securities, managed funds and a balance of cash that is managed for you and designed to achieve your investment objectives.

Manager means Westpac RE Limited ABN 80 000 742 478 AFSL 233717, or any other body corporate which holds office as Manager under this document from time to time.

Model Portfolio means each of the model portfolios as described under Investment expertise.

Pental means Pental Institutional Limited ABN 17 126 390 627 AFSL 316455.

Portfolio means all assets which the Client allocates to be invested and managed by the Manager under this agreement and all income, accretions and replacement investments, and all liabilities or obligations incurred in connection with any of those assets.

Portfolio Manager means a representative of BT Managed Accounts who is responsible for the trading on portfolios based on the asset allocation and equity Model Portfolios that you select.

Related bodies corporate has the meaning given in the Corporations Act.

Securities System means any association, exchange, clearing house or agency which acts as a securities depository or another system for the central handling of securities.

Standard Trust means a trust whereby a fund or property is held or administered (by a trustee) for the benefit of others and includes testamentary trusts, unit trusts and discretionary trusts (including family trusts). A Standard Trust does not include registered managed investment schemes or government superannuation funds.

We, our, us means the Manager of BT Private Portfolio and any internal service providers who are part of the Westpac Group, that have been engaged by the Manager.

Westpac Banking Corporation means Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714. Westpac Group means Westpac Banking Corporation and its related entities.

In this document, all references to time are to Sydney time and all references to 'dollars' or '\$' are to Australian dollars.

Schedule

1. Management Fees

Amount	Percentage
First \$1,000,000	1.00% p.a.
\$1,000,000–\$3,000,000	0.90% p.a.
\$3,000,000–\$5,000,000	0.80% p.a.
Over \$5,000,000	0.65% p.a.
Minimum Fee	\$10,000 p.a.

- The fee scale for amounts totalling over \$5,000,000 is negotiable, replacing the fee table above.
- Management Fees include, but are not limited to, fees for administration of the portfolio, investment management fees, and portfolio management fees. The Manager pays Custodian Fees from the Management Fees.
- Management Fees apply on total funds under management, irrespective of where the funds are invested.
- The underlying fund management fees for selected managed funds will be rebated and disclosed in BT Private Portfolio reports.
- Fees are calculated on daily Portfolio values and charged quarterly in arrears.
- The minimum initial contribution is \$1,000,000 unless otherwise agreed with the Manager.
- All fees are quoted exclusive of GST.

Custodian Fees

Custodian fees are to be paid by the Manager from its management fees.

Brokerage Fees

Brokerage fees are charged at wholesale/institutional rates, between 0.11% and 0.25% of the value of the trade, and are generally accounted for as a capital cost (forming part of the cost base of the asset), not as an expense.

2. Contact details — Manager

Address BT Managed Accounts
Level 11, Tower Two
International Towers Sydney
200 Barangaroo Avenue
Sydney NSW 2000

Telephone 1800 222 790

Email privateclients@btfinancialgroup.com

Fax (02) 9274 5902

Executed as an agreement

If you do not understand the terms of the Investment Management Agreement, it is strongly recommended that you seek legal advice before making any investment decision. Your decision should include an assessment of your rights and obligations under the terms of the agreement in consultation with your legal adviser.

SIGNED on behalf of

Manager

WESTPAC RE LIMITED

by its attorney, who by signing below affirms he or she is duly appointed, and is acting in accordance with (and has no notice of the revocation of) the power of attorney authorising execution in this manner.

Attorney:

Print name:

Date:

Client

Individual(s)

Signature:

X

Signature of additional Client (if any):

X

Print name:

Print name:

Witness:

X

Witness:

X

Print name:

Print name:

Date:

Date:

Company

Signature of:

Director:

X

Director:

X

Sole Director/Company Secretary:

X

Company Secretary:

X

Print name:

Print name:

Date:

Date:

Witness:

X

Witness:

X

Print name:

Print name:

Date:

Date:

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For more information

1800 222 790 9:00am–5:30pm (AEST), Monday to Friday.

privateclients@btfinancialgroup.com

bt.com.au



Disclaimer

BT Private Portfolio is an Individually Managed Account service provided to wholesale clients only by Westpac RE Limited ABN 80 000 742 478 AFSL 233717. An investment made using the BT Private Portfolio service does not represent either a deposit with or a liability of, Westpac Banking Corporation or any other company in the Westpac Group of companies. It is subject to investment risk, including possible delays in repayment or loss of income and principal invested. Neither Westpac Banking Corporation nor its related entities stand behind or otherwise guarantee the capital value or investment performance of an investment made using the BT Private Portfolio service. This information has been prepared without taking account of your individual objectives, financial situation or needs. Because of this you should, before acting on this information, consider its appropriateness having regard to your objectives, financial situation and needs. BT Securities Limited ABN 84 000 720 114 and Westpac Banking Corporation ABN 33 007 457 141 are together the issuers of the BT Margin Lending Margin Loan – Product Disclosure Statement dated 31 October 2018.

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