

Margin Lending Guarantor – Acceptance of Terms Form

As a guarantor, you should consider carefully whether guaranteeing the performance of the obligations of the Borrower is appropriate to you and your particular financial circumstances. If unsure, you should obtain independent advice.

Before completing this Form, please ensure that you have read and understood:

- Guarantee Terms and Conditions (including Nominee Agreement);
- Margin Lending Terms and Conditions;
- Morgan Stanley General Terms of Business (including Best Execution Policy and Sponsorship Agreement).

In order to understand how margin lending and options work, you should also read the Margin Lending Product Disclosure Statement and OptionWriter Product Disclosure Statement, which are available on the Services page of our website: www.morganstanley.com.au/marginlending.

Section 1 – Details of Guarantor and Borrower

<small>GUARANTOR NAME ("GUARANTOR") (IF THE GUARANTOR IS A TRUST OR FUND, PLEASE WRITE "[NAME OF CORPORATE OR INDIVIDUAL TRUSTEE(S)] ATF [NAME OF TRUST/FUND]")</small>	<small>GUARANTOR ACCOUNT NUMBER</small>
<small>Account being guaranteed:</small>	
<small>BORROWER NAME ("BORROWER")</small>	
<small>BORROWER ACCOUNT NUMBER</small>	

Section 2 – Power of Attorney

This section of the Form comprises a deed, made by you on the day specified at the end of this Form. Capitalised terms used in this section, unless otherwise defined herein, have the meaning given to them in the Guarantee Terms and Conditions.

- Each person described herein as the guarantor ("you") for valuable consideration irrevocably appoints Morgan Stanley Wealth Management Australia Pty Ltd ("we," "us" or "Morgan Stanley Wealth Management") and each of its related bodies corporate (as defined in the Corporations Act) and each of their respective directors, secretaries or officers ("attorneys") jointly and each of them severally as its true and lawfully attorneys. Any attorney may appoint sub-attorneys.
- The attorneys may do in your name everything necessary or expedient to:
 - do all such things required to sign and deliver on your behalf all of the documents in respect of the guarantee, including any Security Interest granted by you;
 - facilitate the lodgement, variation or revocation of a financing statement, discharge statement or any other document in relation to the Personal Property Securities Register;
 - date and to complete any blanks which may be left in any documents;
 - do anything which you can do or are obliged to do as owner of the Secured Assets (including completing blanks in documents, executing agreements, signing any off market transfers, authorising, instructing or requesting the amendment of your details as necessary, authorising and instructing a person to accept directions in respect of the Secured Assets) or do anything which you can do in respect of the transactions contemplated by those documents; and
 - do all things necessary to carry out the above purposes including executing all documents and other instruments necessary or proper to carry out the above purposes.
- You declare that anything the attorneys do in exercising the powers granted to them under this power of attorney will be as binding on you and anyone else as if you had done the act yourself. You agree to ratify and confirm whatever an attorney does under and in accordance with this power of attorney.
- You indemnify the attorneys against liability, loss or costs they suffer or incur in exercising powers under this power of attorney.
- You authorise the attorneys to exercise the powers under this power of attorney even if it involves a conflict of duty or the attorneys (or the person known to them) have a personal interest in doing so.

Section 3 – Credit Information

Please note that for the purpose of this declaration, “you” includes a company, its directors, secretary and any other officer.

You agree that we may use the information provided by you in connection with your guarantor account, and obtain information about you, in the following ways, and for the duration of the Borrower’s Margin Lending Facility:

- (a) we may give a credit reporting agency personal information about you, including identity particulars, the fact that you have applied for credit from us and the amount, the fact that we are providing you with credit, if you are overdue in a payment for more than 60 days and when that payment ceases to be overdue, and (only in specified circumstances) that we believe you have committed a serious credit infringement;
- (b) we may obtain personal and commercial credit information about you from a credit reporting agency or any other business that provides information about creditworthiness;
- (c) we may exchange information with credit providers about your creditworthiness, credit standing, credit history or credit capacity. You acknowledge that this information may be used to assess this application, to help you avoid defaults, to notify other credit providers of any default by you, to assess your creditworthiness and to assist in the collection of overdue payments;
- (d) we may give any person you are using, or seek to use, as a guarantor the information we have about your personal and commercial credit history and standing, including any notices we have sent to you; and
- (e) we may ask for any additional information about you at any point in time.

Section 4 – Risk Disclosure, Declarations and Agreement

Execute the Form after you have read and understood the terms below.

By signing this Form, you agree to, represent and warrant all of the following:

- **(information provided)** all the information you have given is true and correct;
- **(proceedings)** no proceedings are current, pending, or to your knowledge, threatened which could materially affect your financial position adversely;
- **(terms and conditions)** you have read and understood the Guarantee Terms and Conditions (including the risk disclosures), the Nominee Agreement, and the Morgan Stanley General Terms of Business (including Best Execution Policy and Sponsorship Agreement), and agree to be bound by their terms (as amended from time to time);
- **(Margin lending terms)** you have read and understood the Margin Lending Terms and Conditions, which apply to the Borrower’s margin lending facility, and confirm that you understand the nature of the obligations you are guaranteeing;
- **(security interest)** you grant us a security interest on the terms set out in the Guarantee Terms and Conditions;
- **(information collection statement)** you have read and understood the Information Collection Statement in Morgan Stanley Wealth Management’s General Terms of Business including the Privacy Policy referenced in that statement and available at www.morganstanley.com.au/privacy-policy. You consent to the collection, use and disclosure of your information (including personal information) for such purposes and to such persons as set out in the Information Collection Statement and the Privacy Policy. Where you have provided information about any other individual, you will make that individual aware of the information in the Information Collection Statement;
- **(refusal to approve application)** if you do not provide Morgan Stanley Wealth Management with information as requested or there is a delay in providing Morgan Stanley Wealth Management with information, Morgan Stanley Wealth Management may not approve your application.

Guarantor Acknowledgments

You understand that:

- You may become personally responsible to pay any amounts owed by the Borrower;
- You are granting us a security interest to us over all financial products and cash held in your account/s with Morgan Stanley Wealth Management;
- The Borrower has the right to draw against the value of the securities over which you have granted a security interest to us;
- Morgan Stanley Wealth Management may sell your securities without notice to you or the Borrower;
- You may not be able to close your account or deal with your securities if this would result in a margin call on the Borrower's facility.

If you are unsure about any of your obligations as a guarantor, we recommend that you obtain independent advice.

Executed as a Deed

Individual/Individual Trustee Guarantors

Individual 1

DATE OF SIGNING

SIGNED

IN THE PRESENCE OF

NAME OF GUARANTOR (PLEASE PRINT)

NAME OF WITNESS (PLEASE PRINT)

ADDRESS OF WITNESS

NOTE: The witness must be independent to the guarantors and any appointed authorised representatives.

Individual 2 (if applicable)

DATE OF SIGNING

SIGNED

IN THE PRESENCE OF

NAME OF GUARANTOR (PLEASE PRINT)

NAME OF WITNESS (PLEASE PRINT)

ADDRESS OF WITNESS

NOTE: The witness must be independent to the guarantors and any appointed authorised representatives.

Individual 3 (if applicable)

DATE OF SIGNING

SIGNED

IN THE PRESENCE OF

NAME OF GUARANTOR (PLEASE PRINT)

NAME OF WITNESS (PLEASE PRINT)

ADDRESS OF WITNESS

NOTE: The witness must be independent to the guarantors and any appointed authorised representatives.

Company Guarantor/Corporate Trustee Guarantor/Other Guarantors

Pursuant to Part 2B.1 of the Corporations Act 2001

Director/Officeholder

DATE OF SIGNING

SIGNED

NAME OF SIGNATORY (PLEASE PRINT)

CAPACITY (PLEASE PRINT)

Director/Officeholder

DATE OF SIGNING

SIGNED

NAME OF SIGNATORY (PLEASE PRINT)

CAPACITY (PLEASE PRINT)

Morgan Stanley Wealth Management

Morgan Stanley Wealth Management Australia Pty Ltd
ABN 19 009 145 555

Margin Lending

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