

INDIVIDUALLY MANAGED ACCOUNT AGREEMENT



ABC Investment Entity ABN/ACN (*Client*)

IAM Capital Markets Limited ACN 111 273 048] (*Manager*), with the assets registered with Trustees Australia Limited ABN 63 010 579 058 AFSL 260038 (**TAL**) as bare trustee/custodian pursuant to the IAM Master Custody Agreement, as amended from time to time.

Individually Managed Account Agreement

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This Agreement is made on

Parties

- 1 ABC Investment Entity ABN/ACN incorporated in New South Wales (the **Client**).
- 2 **IAM Capital Markets Limited (ACN 111 273 048)** incorporated in New South Wales (the **Manager**).

Recitals

- A The Client wishes to appoint the Manager to manage and invest the Portfolio on the terms set out in this Agreement and nominated by the Client by selecting 1 or more Portfolios that may be made available by the Manager from time to time.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Agent means Perpetual and any other agent of the Custodian from time to time (including a Sub-Custodian), and any nominee of the Custodian and its agents.

Agreement means this document as varied from time to time.

Assets means loans, bonds, fixed income investments, fixed investments, fixed income products or securities acquired or held by the Custodian.

Authorised Person means each person identified in Schedule 5 and any other person appointed as an authorised person under clause 13 from time to time.

Block-Booked Transaction means entering into a trade on behalf of one or more clients and allocating parts of the trade among those clients before, at the time of or after the trade has been entered into.

Business Day means a day on which banks are open for business except a Saturday, Sunday or public holiday in the cities identified in paragraph 1 of Schedule 1.

Clearing House means a person who provides facilities for the transfer, clearing or settlement of either securities, in the ordinary course of trading in securities.

Clearing Participant means a person who is authorised to clear trades through a Clearing House.

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

Custodian means Trustees Australia Limited (ABN 63 010 579 058) pursuant to the Master Custody Agreement.

Face Value means the value of the Asset at the time of issue.

Force Majeure means an event or cause beyond the reasonable control of the party claiming

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force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:

- (a) act of God, lightning, storm, flood, fire, earthquake or explosion;
- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;
- (d) the effect of any applicable laws, orders, rules or regulations of any government or other competent authority;
- (e) embargo, power or water shortage, lack of transportation; and
- (f) breakage or accident or other damage to machinery.

Governmental Agency means a government or a governmental, semi-governmental or judicial entity or authority. It also includes a self-regulatory organisation established under statute or a stock exchange.

IAMMDA Investment Committee Terms of Reference means the terms of reference concerning Individually Managed Discretionary Accounts approved by the Manager from time to time outlining the Manager's oversight and management of the services set out in this Agreement.

Intellectual Property Rights means:

- (a) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (i) registered and unregistered copyright;
 - (ii) inventions (including patents, innovation patents and utility models);
 - (iii) confidential information, trade secrets;
 - (iv) registered and unregistered designs;
 - (v) trade marks; and
 - (vi) circuit layout designs, topography rights and rights in databases, whether or not any of these are registered, registrable or patentable;
- (b) information, know-how and techniques (whether or not confidential and in whatever form held) including:
 - (i) formulae, discoveries, design specifications, drawings, data, manuals and instructions;
 - (ii) customer lists, sales marketing and promotional information;
 - (iii) business plans and forecasts;
 - (iv) working papers, research materials, technical reports, test results, analyses;
 - (v) computer programs, computer data bases, computer and software routines, network and topology diagrams and information;
 - (vi) other technical data and information of whatever kind; and

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- (vii) technical or other expertise.
- (c) any domain name;
- (d) any social media addresses; and
- (e) all other intellectual property as defined in article 2 of the *Convention Establishing the World Intellectual Property Organisation 1967*,

but excluding moral rights, and similar personal rights, which by law are non-assignable.

Investment Committee means a committee of IAM Asset Management comprising three persons agreed with the Manager and Client and initially will comprise of James Simpson, Daniel Press and the Managers staff set out in the IAMMDA Investment Committee Terms of Reference, from time to time.

Liabilities means any losses, liabilities, costs, charges and expenses of any kind including any Taxes payable.

Master Custody Agreement means the Income Asset Management Master Custody Agreement between the Client and the Custodian, as may be amended from time to time.

Perpetual means Perpetual Digital Pty Limited ABN 63 626 891 978, Perpetual Corporate Trust Limited ABN 99 000 341 533 and/or any of its related entities (to the extent applicable).

Portfolio means all assets of the Client, which the Client notifies the Manager in writing are to be invested and managed by the Manager under this Agreement, and all income, distributions and other rights and interests of any kind derived from any of those assets.

Portfolio Value has the meaning given to it in Schedule 3.

Regulator means:

- (a) the Australian Securities and Investments Commission established under the *Australian Securities and Investments Commission Act 2001* (Cth) and its successor; and
- (b) any other regulator which regulates the Client or the Manager.

Relevant Law means any requirement of:

- (a) the *Corporations Act 2001* (Cth), the *Australian Securities and Investments Commission Act 2001* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth), the *Autonomous Sanctions Act 2011* (Cth), the *Charter of the United Nations Act 1945* (Cth), the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth), the *Competition and Consumer Act 2010* (Cth), the *Privacy Act 1988* (Cth) and any other present or future law of the Commonwealth of Australia or any State or Territory or any foreign jurisdiction; and
- (b) any rules, determinations, standards or policy statements made under the requirements referred to in paragraph (a).

Sub-Custodian means a party appointed by the Custodian.

Taxes means any past, present or future tax, levy, charge, impost, duty, fee, deduction or withholding of any name, kind or description imposed by Australia or any of its States or

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Territories, or any foreign jurisdiction, and includes any interest, fine, penalty, charge or additional amount payable in relation to a tax.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after including, including, for example, or similar expressions, does not limit what else might be included.
- (c) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- (d) In this Agreement, unless the context otherwise requires:
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a clause or Schedule is a reference to a clause of, or Schedule to, this Agreement.
 - (vi) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
 - (vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
 - (viii) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
 - (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (x) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
 - (xi) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
 - (xii) A reference to *dollars* or \$ is to Australian currency.

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- (xiii) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (xiv) A reference to an *asset* includes any real or personal, present or future, tangible or intangible property or asset (including intellectual property) and any right, interest, revenue or benefit in, under or derived from the property or asset.
- (xv) A reference to time is to time in the place specified in paragraph 3 of Schedule 1.
- (xvi) A reference to an amount for which a person is contingently liable includes an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises.
- (xvii) A *month* means a calendar month.
- (xviii) A term or expression which is defined in the Corporations Act but is not defined in this Agreement, has the meaning given in the Corporations Act.

2 Appointment

2.1 Manager

The Client appoints the Manager as agent of the Client to invest and manage the Portfolio on the terms contained in this Agreement and the Manager accepts the appointment.

2.2 Custodian

- (a) The Client
 - (i) authorises the Manager to act as its agent to enter into the Master Custody Agreement with the Custodian to hold custody of the Portfolio and provide proper instructions under the Master Custody Agreement on behalf of the Client;
 - (ii) acknowledges that they have received a copy of the Master Custody Agreement and accept the terms of the Master Custody Agreement;
 - (iii) acknowledge that the Custodian will have authority to deduct any fees payable under the Custody Agreement and this Agreement from the Portfolio (including distributions and proceeds of the sale, disposal or redemption of an Asset).
- (b) The Manager must notify the Client in writing of any proposed change of Custodian or Sub-Custodian at the earliest practical time.

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3 Duties of the Manager

3.1 Manager

The Manager must:

- (a) invest and manage the Portfolio for and on behalf of the Client in accordance with this Agreement;
- (b) keep the Portfolio under review and confer at regular intervals with the Client regarding the investment and management of the Portfolio;
- (c) keep proper records of transactions by the Manager in relation to the Portfolio (unless these are to be maintained by the Custodian) and provide information in relation to the Portfolio to assist the Client (or the Custodian) with preparing reports required under Relevant Law as instructed by the Client (or the Custodian);
- (d) subject to clause 11.5(e), retain records in relation to the Portfolio for such time as required by Relevant Law or as otherwise agreed in writing by the Client;
- (e) give proper instructions to the Custodian in relation to transactions concerning the Portfolio;
- (f) ensure that any notice to be given to the Custodian is given to the address specified by the Client and otherwise in accordance with the provisions of this Agreement;
- (g) give any information and assistance and make available any records relating to the Portfolio reasonably required by the Client or the Regulator;
- (h) have reasonable internal control and risk management policies and procedures;
- (i) have reasonable disaster recovery and business continuity procedures designed to ensure that acceptable service levels are maintained in the event of problems occurring with the Manager;
- (j) have reasonable arrangements for the management of conflicts of interest and conflicts of duty that arise in relation to the services provided under this Agreement;
- (k) exercise the care, skill and diligence that a professional investment manager would exercise in carrying out its functions, powers and duties under this Agreement;
- (l) promptly notify the Client of any instructions given to it by the Client which have not been complied with;
- (m) act in good faith in determining any allocation of a Block-Booked Transaction to the Portfolio before, during and after the transaction has been entered into by the Manager; and
- (n) report valuations to the Client based on the Portfolio and the Manager's risk management systems.

3.2 Investment instructions

- (a) The investment instructions set out in Part A of Schedule 2 must be complied with by the Manager in exercising any investment discretion.

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- (b) The investment instructions set out in Part A of Schedule 2 may be amended by a specific written instruction given to the Manager by the Client or an Authorised Person, acting reasonably and in good faith, and the Manager must comply with the amended investment instructions within a reasonable time.
- (c) If the Manager is unable to comply with the specific written instruction given under paragraph (b) it must as soon as practicable notify the Client in writing, providing reasons as to why it is unable to do so. Upon receipt of such notice the Client must either:
 - (i) withdraw the specific instructions with which the Manager is unable to comply in accordance with this clause; or
 - (ii) terminate the Agreement pursuant to clause 11.2, in which case the specific instruction will have no effect.
- (d) If a specific written instruction given under paragraph (b) is, in the Manager's opinion:
 - (i) inconsistent with the investment instructions set out in Part A of Schedule 2 but is not expressed to amend Part A of Schedule 2; or
 - (ii) ambiguous or unclear in any respect,the Manager must promptly clarify the instruction with the Client and the instruction will not operate until it has been clarified.

3.3 Investment objectives

The investment objectives set out in Part B of Schedule 2 (if any) are guidelines only but the Manager must have regard to them in investing and managing the Portfolio.

3.4 Portfolio changes

If by reason of:

- (a) market movements;
- (b) contributions to or withdrawals from the Portfolio;
- (c) a change in the nature of any investment (whether through change in business activity or credit rating); or
- (d) a change in Relevant Law,

the Portfolio ceases to comply with Part A of Schedule 2, the Manager must remedy the non-compliance to the extent possible within the time specified in Part A of Schedule 2 in respect of the particular restriction or, if no time is specified, as soon as practicable after the Manager becomes aware of the non-compliance. If remedied in accordance with this clause, the non-compliance will not constitute a breach of the Agreement, nor will it give rise to any right or remedy in the Client. In making a determination that the Portfolio ceases to comply with Part A of Schedule 2, the Manager may rely on information provided to it by reputable third party service providers (for example, legal advice regarding a change in Relevant Law).

3.5 Compliance with Relevant Law

The Manager must comply with any Relevant Law to the extent that it concerns the functions, powers and duties of the Manager in relation to the management of the Portfolio under this Agreement. However, the parties acknowledge and agree that:

- (a) the Manager may act on specific instructions given by the Client without investigating whether the act will comply with Relevant Law, but must not comply with any instruction which it is aware will cause a breach of Relevant Law; and
- (b) the Manager has no obligation to ensure that it complies with any Relevant Law applicable to the Client or any constitutional documents or legislation regulating the Client to the extent it does not directly concern the functions, powers and duties of the Manager in relation to the management of the Portfolio under this Agreement.

3.6 Investment Committee

For each investment proposed by the Manager, the Manager will prepare an approval paper for review by the Investment Committee. The approval paper will include all relevant details of the proposed investment including the key terms, key parties, timetable. The Investment Committee will review the approval paper and provide a decision whether to proceed with the investment to the Manager within a reasonable period after the date on which the approval paper was provided to the Investment Committee and in any event, within the transaction timetable provided.

4 Powers of the Manager

4.1 Powers and limitations

For the purpose of carrying out its functions and duties under this Agreement, the Manager has the powers of a natural person to deal with the Portfolio and to do all things and execute all documents necessary for the purpose of investing and managing the Portfolio (including, entering into a Block Booked Transaction) in accordance with this Agreement, but the Manager must not knowingly do anything the Manager is prohibited from doing by a Relevant Law and must not without the prior written consent of the Client:

- (a) delegate any of its discretionary management powers under this Agreement;
- (b) charge or encumber in any way (other than as arises by lien in the ordinary course of business, by statutory charge or in relation to collateral accounts) any asset in the Portfolio;

4.2 Non-exclusivity

The Manager may from time to time perform investment and management services for itself and other persons which are similar to the services performed for the Client under this Agreement. The Client acknowledges that:

- (a) the Manager has no obligation to purchase or sell, or recommend for purchase or sale, for the account of the Client, any investment which the Manager purchases or sells for its own account or for the account of any other client of the Manager;

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- (b) the Manager may give advice and take action in the performance of its duties for other clients which differ from advice given and action taken in relation to the Portfolio; and
- (c) for the avoidance of doubt, the Manager, its officers, its employees and agents may provide services to any other client. Other clients may include actual or potential competitors of the Client.

4.3 Reinvestment of investment income and proceeds

- (a) The Manager is authorised to direct any coupons, distributions or other investment income or proceeds received from the Portfolio as application monies into any managed investment scheme approved by the Client.
- (b) The Manager to redeem any investment in a managed investment scheme and apply any investment proceeds from the redemption to new investments.

5 Indemnities and expenses

5.1 Manager

- (a) Subject to paragraphs (b) and (c) of this clause, the Client must indemnify the Manager against any Liabilities reasonably incurred by the Manager arising out of, or in connection with the Manager or any of its officers or agents acting under this Agreement or on account of any bona fide investment decision made by the Manager or its officers or agents. This obligation continues after the termination of this Agreement. The Client is not otherwise liable to the Manager for any Liabilities in connection with this Agreement.
- (b) Paragraph (a) of this clause does not apply to the extent any Liability is caused by breach of this Agreement by the Manager, or by the negligence, fraud or dishonesty of the Manager or its officers or employees.
- (c) The Manager must pay its own in-house administration costs, including Taxes with respect to the Manager's fees and business, rent for the Manager's premises, computer charges, salaries, research costs and other like expenses, and any fees payable to a person to whom the Manager's functions under this Agreement are delegated.
- (d) Without limiting clauses 7.2 and 8.1, the Manager may instruct the Custodian to pay to it from the Portfolio or itself deduct from the Portfolio any Liabilities incurred by the Manager in relation to the ordinary investment and management of the Portfolio (and that the Manager is entitled to recover under clause 5.1(a)) if:
 - (i) the Manager gives to the Client in respect of each deduction 10 Business Days' notice of the Manager's intention to give the direction or make the deduction; and
 - (ii) the Client has not objected.

The Manager must record such payments and related Liabilities in the report provided under clause 10.

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5.2 Client

- (a) The Manager must indemnify the Client against any Liabilities reasonably incurred by the Client arising out of, or in connection with the breach of this Agreement by the Manager or any negligence, fraud or dishonesty of the Manager or its officers or employees. This does not apply to the extent that any Liability is caused by breach of this Agreement by the Client or by the negligence, fraud or dishonesty of the Client or its officers, employees, advisors or other agents.
- (b) This obligation continues after the termination of this Agreement. The Manager is not otherwise liable to the Client for any Liabilities in connection with this Agreement.

5.3 Indirect Loss

- (a) Despite any other provision of this Agreement, neither the Manager nor the Client is liable to the other for any indirect loss under this Agreement.
- (b) It is agreed that the following losses constitute indirect loss, whether they arise directly or indirectly from the relevant act or omission:
 - (i) loss of profit;
 - (ii) loss of revenue;
 - (iii) loss of opportunity;
 - (iv) damage to goodwill or reputation;
 - (v) loss of access to markets;
 - (vi) loss of anticipated savings;
 - (vii) business interruption;
 - (viii) damage to credit rating; and
 - (ix) payment of liquidated sums or damages under any other agreement.

5.4 Mitigation

- (a) Subject to paragraph (b) of this clause, each party must:
 - (i) notify the other as soon as practicable after it becomes aware of any event that would allow it to make an indemnity claim under this clause 5; and
 - (ii) take reasonable steps to mitigate or avoid any Liability for which it may make an indemnity claim under this clause 5.
- (b) Paragraph (a) of this clause does not apply in respect of any Liabilities reasonably incurred by the Manager in the ordinary course of performing its obligations under this Agreement.

6 Withdrawals and Deposits

6.1 Withdrawal request

The Client may, subject to this clause 6, instruct the Manager to authorise the Custodian to make a withdrawal from the Portfolio in accordance with the procedures set out in Schedule 6.

6.2 Withdrawal by transfer of assets

A Withdrawal Request pursuant to this clause 6 may only be made by transfer of non-cash assets, property or investments comprised in the Portfolio by agreement in writing between the Trustee and the Manager Where the Client and the Manager agree that a Withdrawal Request is to be satisfied by transfer of Assets the Manager must provide all necessary assistance and information to the Client, and to such other person or persons as the Client nominates, to enable the Client or that other person or persons to take over the management of the relevant Assets promptly and in an orderly manner [Request

6.3 Satisfaction of request

- (a) The Manager must use reasonable endeavours to satisfy the instruction for withdrawal within 20 Business Days or such longer time as the Client agrees having regard to the Manager's the ability to realise assets of the Portfolio.
- (b) The Manager may withhold or delay approval of the withdrawal request if the Manager determines:
 - (i) it is, for any reason, impracticable for the Manager to calculate the net asset value of the Portfolio;
 - (ii) there would be insufficient cash retained in the Portfolio after complying with the withdrawal request to meet other liabilities and in the Manager's opinion it is not in the interest of the Client to realise assets of the Portfolio at the time to satisfy the withdrawal request; or
 - (iii) satisfying the withdrawal request will prejudice the Manager's or Custodian's compliance with any applicable laws.

6.4 Withdrawal by transfer of assets

A withdrawal made pursuant to clause 6.1 may be made by transfer of assets, property or investments comprised in the Portfolio as agreed by the Manager and the Client in writing from time to time.

6.5 Deposits

The Client must advise and agree with the Manager if any additional money or a transfer of assets is to make available to form part of the Portfolio for investment or to invest in specific Assets and management under this Agreement, prior to transfer to the Custodian.

6.6 Cleared funds

The Manager may deal with any payment by either the Client or the Custodian as if made in cleared funds on and from the date that the Client has advised the Manager that the amount is available for investment under this Agreement.

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7 Management Fees

7.1 Fee

In consideration for the Manager providing the services specified in this Agreement, the Manager is entitled to a management fee in accordance with Schedule 4.

7.2 Payment

Subject to Schedule 4, the Manager may instruct the Custodian to deduct the management fee from the Portfolio.

The Manager must record the fee in the report provided under clause 10 and provide a tax invoice to the Client.

8 Taxes

8.1 Deduction of Taxes

The Manager is entitled to, or to authorise the Custodian to, pay from the Portfolio any Taxes which are incurred in connection with the proper performance of this Agreement. However, the Manager may elect to, or may authorise the Custodian to, make any payment from the Portfolio permitted under this Agreement without deduction of any Tax.

9 GST

9.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

9.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

9.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

9.4 Revenue exclusive of GST

Any reference in this Agreement to value, sales, revenue or other similar amount is exclusive of GST.

9.5 Cost exclusive of GST

Any reference in this Agreement to a cost, expense or other similar amount is exclusive of GST.

9.6 Survival

This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.

9.7 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) shall have the same meaning in this clause.

10 Reports

10.1 Regular reports

- (a) The Manager must provide the Client with the reports specified in Schedule 3 in the timeframe specified in that schedule and must take reasonable steps to ensure that those reports are complete and accurate in all material respects to the extent the necessary information is within the reasonable control of the Manager.
- (b) The Manager must provide, upon request by the Client, additional information which is complete and accurate in all material respects to the extent the necessary information is within the reasonable control of the Manager, as to the making of, and return on, the investments in the Portfolio and as is necessary to enable the Client to assess the capability of the Manager to manage the investments of the Portfolio, and otherwise to comply with Relevant Law.

10.2 Notice of Adverse Effect and breach of Relevant Law

The Manager must promptly advise the Client upon becoming aware of any event:

- (a) having a material adverse effect on the financial position of the Portfolio or the Manager's investment or management of the Portfolio in accordance with this Agreement;
- (b) that causes, or is reasonably likely to cause, the Manager to breach any provision of this Agreement; or
- (c) having a material adverse effect on the Manager's ability to provide the services under this Agreement

and provide the Client with such details as may reasonably be requested (unless the Manager is prohibited from doing so by Relevant Law, contractual obligations or the need to maintain privilege in connection with advice or documents).

10.3 Additional information

If requested by the Client, the Manager must promptly provide the Client with such additional information required by the Client to complete returns to regulatory authorities, including the Regulator, the Australian Taxation Office and any other taxation authorities.

11 Termination

11.1 Term

This Agreement commences from the date, and is in force for the term, if any, specified in paragraph 4 of Schedule 1.

11.2 Right to terminate

Subject to clauses 11.1 and 11.3, this Agreement remains in force until terminated by:

- (a) the Client giving to the Manager 30 days written notice of termination; or
- (b) by the Manager giving to the Client 30 days written notice of termination.

11.3 Termination without notice

The Client may terminate this Agreement at any time by written notice to the Manager if:

- (a) the Manager becomes subject to one of the forms of external administration provided for in Chapter 5 of the Corporations Act, including:
 - (i) the appointment of a person to administer a scheme or compromise in relation to the Manager in accordance with Part 5.1 of the Corporations Act;
 - (ii) the appointment of a controller or managing controller to the whole or any part of the assets or undertakings of the Manager in accordance with Part 5.2 of the Corporations Act;
 - (iii) the appointment of an administrator under Part 5.3A of the Corporations Act in relation to the Manager; or
 - (iv) the appointment of a liquidator or provisional liquidator in relation to the Manager;
- (b) the Manager:
 - (i) is wound up by resolution or an order of a court;
 - (ii) enters into any arrangement or composition with its creditors (including a deed of company arrangement);
 - (iii) ceases to carry on business in relation to its activities as an investment manager;
 - (iv) breaches any provision of this Agreement, or fails to observe or perform any representation, warranty or undertaking given by the Manager under this Agreement and the Manager fails to correct such breach or failure within 10 Business Days of receiving notice in writing from the Client specifying such breach or failure;

- (c) the Manager is unable to carry out its duties under this Agreement because it has ceased to hold necessary authorisations under Relevant Law; or
- (d) Relevant Law requires that the Agreement be terminated.

11.4 Claims and transactions

The termination of this Agreement does not affect any:

- (a) transaction properly entered into prior to termination;
- (b) the Manager's rights to accrued management fees and expenses incurred in respect of the period to termination;
- (c) other claim which either party may have against the other; or
- (d) other obligation or right that is expressed to continue, or by necessary implication continues, after termination of this Agreement.

11.5 Discharge of obligations

The Manager may deal with the Portfolio for up to 30 Business Days (or such longer period as the parties agree) from the effective date of termination of this Agreement in order to vest control of it in the Client (or as the Client may otherwise direct in writing) and during that time the Manager:

- (a) will not make any further dealings of the Portfolio, which includes making investments or disposing of investments (without the prior consent of the Client);
- (b) subject to the consent of the Client, may enter transactions to settle or otherwise extinguish or offset obligations incurred by the Manager in relation to the Portfolio before that date;
- (c) must, with respect to obligations not capable of settlement before transfer of the Portfolio, create provision for such contingent liability as will arise, notify the Client of that provision, and the Client must procure that the Custodian holds sufficient assets of the Portfolio to satisfy that liability;
- (d) may instruct the Custodian to deduct from the Portfolio the fees, charges and expenses due up to the date on which the transfer of the Portfolio is effected and all charges and expenses incurred in the actions envisaged by this clause if, after giving 10 Business Days' notice to the Client of its intention to so direct the Custodian, the Client has not objected;
- (e) must deliver to the Client (or as the Client reasonably directs) all records which may reasonably be required by the Client in respect of the Portfolio within a reasonable time specified by the Client. However, the Manager may keep copies of records that it is required to hold by a Regulator or under Relevant Law; and
- (f) may deal with the Portfolio in accordance with written instructions from a new manager appointed by the Client in respect of the Portfolio,

and this Agreement shall otherwise, to the extent necessary to give effect to this clause, remain in full force and effect.

11.6 Report

The Manager must, within the period specified in paragraph 5 of Schedule 1, provide the Client with a report which is complete and accurate in all material respects on the Portfolio and all investment transactions conducted since the last report.

12 Warranties and Acknowledgement from Client and Manager

12.1 Warranties of Client

The Client warrants and represents to the Manager that, during the term of this Agreement:

- (a) the Client is duly incorporated and validly exists under the law of its place of incorporation;
- (b) the Client is not insolvent, and no receiver has been appointed over any part of its assets and no such appointment has been threatened;
- (c) the Client is not in liquidation and no proceedings have been brought or threatened for the purpose of winding up the Client;
- (d) to the best of the Client's knowledge and belief, there are no facts, matters or circumstances which give any person the right to apply to liquidate or wind up the Client;
- (e) no administrator has been appointed to the Client nor has any deed of company arrangement been executed or proposed in respect of the Client;
- (f) the execution and delivery of this Agreement has been properly authorised by all necessary corporate action of the Client;
- (g) this Agreement constitutes a legal, valid and binding obligation of the Client enforceable in accordance with its terms by appropriate legal remedy;
- (h) the Client will advise in writing of its status for taxation purposes;
- (i) the Client is not a retail client for the purpose of section 761G(7) of the Corporations Act; and

12.2 Acknowledgement

The Client acknowledges that neither the Manager nor any related body corporate guarantees the repayment of capital or the performance of the Portfolio or makes any representation concerning any of these matters.

12.3 Warranties of Manager

The Manager warrants and represents to the Client that, during the term of this Agreement:

- (a) the Manager is duly incorporated and validly exists under the law of its place of incorporation;
- (b) the Manager is not insolvent, and no receiver has been appointed over any part of its assets and no such appointment has been threatened;

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- (c) the Manager is not in liquidation and no proceedings have been brought or threatened for the purpose of winding up the Manager;
- (d) to the best of the Manager's knowledge and belief, there are no facts, matters or circumstances which give any person the right to apply to liquidate or wind up the Manager;
- (e) no administrator has been appointed to the Manager nor has any deed of company arrangement been executed or proposed in respect of the Manager;
- (f) the execution and delivery of this Agreement has been properly authorised by all necessary corporate action of the Manager;
- (g) the Manager has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform or cause to be performed its obligations under this Agreement and each transaction contemplated by this Agreement to be performed by the Manager;
- (h) this Agreement constitutes a legal, valid and binding obligation of the Manager enforceable in accordance with its terms by appropriate legal remedy;
- (i) the Manager has or has available and will at all times during the term of this Agreement have or have available the skill, facilities, financial resources, capacity and staff necessary to perform the duties and obligations under this Agreement;
- (j) the Manager will ensure that sufficient competent investment management staff experienced in funds management will have charge at all times of the conduct of, and will maintain close supervision of, the investment and management of the Portfolio;
- (k) the Manager will, at all times during the term of this Agreement, be the holder of an Australian Financial Services Licence and all other authorisations (or exemptions from them) required to be held under Relevant Law as it governs the activities of the Manager;
- (l) the Manager will cooperate with the Custodian whenever requested to ensure that investments forming part of the Portfolio are in good and proper form with free and clear title in favour of the Client or any permitted nominee and not subject to any express lien, charge or encumbrance of any nature other than as permitted by Relevant Law; and
- (m) the Manager will invest and manage the Portfolio in accordance with the terms of this Agreement.

12.4 Inaccurate warranty

If a warranty given by a party to this Agreement ceases to be accurate, that party must as soon as practicable advise the other party in writing.

13 Authorised Person

13.1 Authorised Person

Authorised Persons are authorised to make any written communication or take action on behalf of the Client and Manager respectively under this Agreement.

13.2 Variation of Authorised Persons

The Client and the Manager may vary their respective Authorised Persons by written notice to the other.

13.3 Manager's action

The Manager is not permitted to take any action if a communication or action is not made by an Authorised Person of the Client. The Manager is not obliged to enquire as to the identity of any person if it reasonably believes such person, is an Authorised Person.

13.4 Manager's reliance on instruction

If the Manager receives an instruction in circumstances where it is reasonable for the Manager to assume it was from an Authorised Person, subject to Relevant Law the Manager is not liable for any properly performed action or omission by the Manager in reliance on that instruction.

14 Dispute Resolution

14.1 Negotiation

If there is a dispute or difference (*Dispute*) between the parties arising out of or in connection with this Agreement, then within ten Business Days of a party notifying the other party in writing of the Dispute, a senior representative from each party must meet and use all reasonable endeavours acting in good faith to resolve the Dispute by joint discussions.

14.2 Continuation of rights and obligations

Despite the existence of a Dispute, each party must continue to perform this Agreement.

15 Force Majeure

15.1 Event of Force Majeure

If a party is prevented in whole or in part from carrying out its obligations under this Agreement (other than an obligation to pay money) as a result of Force Majeure, it must promptly give a notice to the other party that complies with clause 15.2.

Following this notice, and while the Force Majeure continues, the obligations which cannot be performed (other than an obligation to pay money) because of the Force Majeure will be suspended if the party giving notice has taken all proper precautions, due care and reasonable alternatives with the intention of avoiding the delay or failure and of carrying out its obligations under this Agreement.

15.2 Force Majeure notice

A notice given under clause 15.1 must:

- (a) specify the obligations a party cannot perform;
- (b) fully describe the event of Force Majeure;
- (c) estimate the time during which the Force Majeure will continue; and
- (d) specify the measures proposed to be adopted to remedy or abate the Force Majeure.

15.3 Remedy of Force Majeure

The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.

15.4 Mitigation

The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must take all action reasonably practicable to mitigate any loss suffered by a party as a result of its failure to carry out its obligations under this Agreement.

16 Confidentiality

16.1 Confidentiality

Subject to clause 16.2, a party must not disclose, or use for a purpose other than contemplated by this Agreement, the existence of and terms of this Agreement or any unpublished information or documents supplied by the other party in connection with this Agreement (**Confidential Information**).

16.2 Permitted disclosure

- (a) A party may disclose any Confidential Information:
 - (i) to the other party to this Agreement;
 - (ii) under corresponding obligations of confidence as imposed by this clause, to persons which control or are controlled by or are under common control with the party within the meaning of the Corporations Act, and the employees, legal advisors or consultants of such persons;
 - (iii) which is at the time lawfully in the possession of the proposed recipient of the Confidential Information through sources other than the other party, or a related body corporate of the other party, to this Agreement;
 - (iv) in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement;
 - (v) if required under a binding order of a Governmental Agency or under a procedure for discovery in any proceedings;
 - (vi) if required under any law or any administrative guideline, directive, request or policy whether or not having the force of law;
 - (vii) as required or permitted by this Agreement;
 - (viii) to its legal advisers, its insurers and its consultants; or

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- (ix) with the prior written consent of the other party to this Agreement.
- (b) A party may disclose the existence or the terms of this Agreement if:
 - (i) necessary in connection with a capital raising, a takeover or an arrangement or compromise under section 411 of the Corporations Act; and
 - (ii) necessary or commercially desirable to:
 - (A) an existing or bona fide proposed or prospective purchaser of:
 - (1) the party;
 - (2) the holding company of the party; or
 - (3) a business of the party;
 - (B) a financier; or
 - (C) a rating agency.
- (c) If the Manager is required to disclose any Confidential Information pursuant to clause 16.2(a)(v) or 16.2(a)(vi), the Manager must, to the extent permitted by Relevant Law, as soon as practicable and before making any disclosure of Confidential Information, inform the Client of the basis on which it is required to disclose such Confidential Information, and provide the Client with a copy of any notice pursuant to which the intended disclosure is required to be made. The Manager must take reasonable steps to:
 - (i) comply strictly with the terms of any notice requesting the Confidential Information and only to disclose Confidential Information that is expressly required to be disclosed; and
 - (ii) ensure that it does not disclose any Confidential Information pursuant to any notice or request, to the extent that such disclosure would constitute a waiver of legal professional privilege or other administrative protections attaching to the Confidential Information.

16.3 Survival

This clause survives the termination of this Agreement.

17 Privacy

- (a) For the purposes of this clause:
 - (i) **Personal Information** has the meaning given in the *Privacy Act 1988* (Cth) (**Privacy Act**) and also includes any information the collection, retention, use or disclosure of which is regulated by Privacy Law;
 - (ii) **Privacy Laws** means and all other relevant laws, rules, regulations which relate to the privacy and protection of Personal Information, including health information; and
 - (iii) **Eligible Data Breach** has the meaning given in the Privacy Act.

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- (b) The Manager must, in respect of any Personal Information which the Manager receives or has access to under this Agreement:
- (i) comply with the Privacy Act, any guidelines issued by the Australian Information Commissioner under the Privacy Act and all other Privacy Laws;
 - (ii) on request, provide the Client with copies of the privacy procedures, systems and policies implemented by the Manager from time to time;
 - (iii) subject to paragraph (i), only use or disclose Personal Information for the purpose for which the Personal Information was originally provided to the Manager;
 - (iv) take reasonable steps, when requested by the Client from time to time, to assist the Client to comply with its obligations under the Privacy Laws and any privacy statements or policies issued by it; and
 - (v) notify the Client immediately if it becomes aware of a breach, or a suspected or possible breach, by the Manager of any of its obligations under this clause 17, in which case:
 - (A) the parties will immediately take all steps necessary to determine whether there are reasonable grounds to believe the breach amounts to an Eligible Data Breach;
 - (B) if either party has reasonable grounds to believe there has been an Eligible Data Breach, then the Manager will prepare a statement in accordance with section 26WK(3) Part IIIC of the Privacy Act will issue the statement to affected individuals and the Office of the Australian Information Commissioner (**OAIC**); and
 - (C) the parties acknowledge and agree that nothing in this clause 17(b)(v) is intended to prevent either party from complying with its obligations under the Privacy Act.
- (c) This clause survives the termination of this Agreement.

18 Security

- (a) Each party must have in place reasonable technical and organisational measures to prevent:
- (i) unauthorised or unlawful use or disclosure of; and
 - (ii) accidental loss or destruction of, or damage to,
- information and documents in its possession or control relating to the services or otherwise provided to it, including Personal Information, pursuant to this Agreement.
- (b) Each party will, on reasonable request, provide details of the measures implemented under this clause.
- (c) This clause survives the termination of this Agreement.

19 Intellectual Property Rights

19.1 Ownership and use of Intellectual Property Rights

- (a) The parties agree that other than provided in this clause 19, nothing in this Agreement transfers ownership in, or otherwise grants any rights in, any Intellectual Property Rights of a party.
- (b) The parties agree, when exercising their respective rights under this Agreement, not to take any action which would infringe the Intellectual Property Rights of the other party without obtaining its written consent.

19.2 Survival

This clause 19 survives the termination of this Agreement.

20 Anti-money laundering and counter-terrorism financing

Without limiting its obligations under clause 3.5, the Manager must:

- (a) comply with all applicable laws relating to money laundering, terrorism financing or other similar proscribed conduct applicable to the Manager, including but not limited to the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth) (**AML/CTF Laws**); and
- (b) not, in relation to the Portfolio, deal with any person or asset where to do so would cause it, the Client to breach any AML/CTF Laws.

21 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:

- (a) must be in writing and signed by the sender or an Authorised Person (or in the case of email, set out the full name and position or title of the sender or the Authorised Person);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address set out in Schedule 5 or the address, fax number or email address last notified by the intended recipient to the sender;
- (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;
 - (iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country);
 - (iv) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the

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correct destination fax number or name of recipient and indicating that the transmission has been made without error;

- (v) in the case of email, at the earliest of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) the time that the intended recipient confirms receipt of the email by reply email; and
 - (C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three-hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made:

- (vi) in the case of delivery by hand, post or fax, at a time that is later than 5pm;
- (vii) in the case of delivery by email, at a time that is later than 5pm; or
- (viii) on a day that is not a business day,

in the place specified by the intended recipient as its postal address under clause (b), it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place; and

- (d) is subject to the provisions of clause 13.

22 No Merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

23 No Waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

24 Assignment

A party cannot assign, charge, create a security interest over, encumber or otherwise deal with any of its rights and obligations under this Agreement, or attempt or purport to do so, without the prior written consent of the other party.

25 Further Assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

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26 Entire Agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on nor is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

27 Amendment

This Agreement (other than Part A of Schedule 2) may be amended by another agreement executed by both parties. Part A of Schedule 2 may be amended by specific written instruction from the Client or an Authorised Person to the Manager.

28 Costs

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

29 Governing Law and Jurisdiction

This Agreement is governed by the laws of the State or Territory referred to in paragraph 6 of Schedule 1. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

30 Severability of Provisions

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

31 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document.

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Schedule 1

Additional definitions

- 1 Clause 1.1, Definition of *Business Day***
City: Sydney
- 2 Clause 1.1, Definition of *Custodian***
Name of Custodian: Trustees Australia Limited
- 3 Clause 1.2(d)(xv), determination of time**
Place: New South Wales
- 4 Clause 11.1**
Commencement Date: Date of this Agreement
- 5 Clause 11.6**
Period for termination report: 30 Business Days
- 6 Clause 29**
State or Territory: New South Wales

Schedule 2

Part A Investment Instructions (clauses 3.1, 3.2 and 3.4)

1 Authorised Investments

The Manager is authorised to invest the Portfolio in any of the following, subject to the other terms of this Agreement:

- (a) Over-the-counter (OTC) and ASX listed bonds;
- (b) cash (including cash at bank, term deposits, money market instruments, bank bills of exchange, certificates of deposit, asset backed promissory notes and other cash like instruments);
- (c) syndicated loans;
- (d) managed investment schemes (approved by the Client); and foreign exchange.

Part B Investment Objectives (clauses 3.1 and 3.3)

The Manager aims to generate positive risk adjusted returns of approximately RBA+3.00-3.50% (pre-fees), or as amended by notice to the Client.

1 Portfolio Structure

The strategy will primarily target investments in AUD-denominated bonds and corporate syndicated term loans. The portfolio aims for a balanced allocation, with approximately 50% invested in investment-grade assets and 50% allocated to syndicated term loans or comparable sub-investment grade instruments, including unrated medium-term notes (MTNs) of equivalent credit quality.

2 Portfolio Allocation Limits

- (a) The Manager may allocate up to 50% of the portfolio to syndicated loans or equivalent quality sub-investment grade including unrated medium-term notes (MTNs).
- (b) The Manager may allocate up to 50% of the portfolio to investment-grade bonds.

Additional investment objectives or variations may be agreed upon in writing between the Client and the Manager from time to time.

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Schedule 3 – Reporting to Client

- (a) Manager will provide periodic Client portfolio reporting containing commentary relevant to Client’s portfolio holdings and market performance.
- (b) Reporting to include Client’s portfolio holding returns (for each holding and portfolio) over the reporting period and annually, portfolio exposure statistics, Client’s portfolio holding positions at period end and transactions during the period including trading activity, corporate actions and fees where applicable.
- (c) Any other relevant reporting the Manager may make available to the Client and consider relevant to the Client Portfolio, from time to time.

Schedule 4

Management fee (clause 7.1)

1. MANAGEMENT FEE

- 1.1 The Manager is entitled to a management fee of 0.50%+ GST of the current value of the Portfolio.
- 1.2 The Management Fee is not subject to a minimum monthly fee and will be retained or withheld from each of your Distribution payments or any Asset disposal payments as determined by the Manager, including GST, as set out in this Schedule 4.
- 1.3 The Client authorises and directs the Manager to recover management fee, expenses, outlays, and any other amounts payable by the Client under or in connection with this Agreement by deducting the Management Fees from any Distribution and/or direct debiting their Bank Account as set out in this Schedule 4.
- 1.4 Management Fees are payable by the Client to the Manager in accordance with this Schedule 4.
- 1.5 The Manager reserves the right at any time to increase Management Fees or introduce new Management Fees in relation to the services provided under this Agreement. If the Manager decides to increase or introduce Management Fees under this Schedule 4 the Manager shall give a Notice to the Client specifying the level of Management Fees which are to apply at least 30 days prior before the time that the Management Fees will apply.
- 1.6 The amounts of all Management Fees described in Schedule 4 are exclusive of GST, unless specified otherwise.
- 1.7 **Calculation**
- 1.8 The Client will pay to the Manager the Management Fees for the Manager's services as agreed in this Agreement.
- 1.9 Subject to Schedule 4, the Management Fees will be:
 - 1.10 payable by the Client to the Manager monthly in arrears within 15 days after the end of each calendar month or as otherwise specified in the Monthly Statement; and
 - 1.11 calculated daily on the aggregate **value** of the Client's Assets which are held in accordance with this Agreement. For the purposes of this Agreement, the Manager may in its reasonable discretion adopt any valuation policies and procedures for the purposes of determining the value of the Client's Assets.

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- 1.12 The Manager may, by Notice to the Client, amend the frequency of time at which the Management Fees are calculated and become payable. The Management Fee payable by the Client will be calculated on the basis of the following table:

1.13 Management Fee	
1.14	0.50% p.a. (+GST) (or such other percentage agreed by the Parties from time to time) of the total market value of the Client's Assets (or Asset, as applicable) held in custody and managed by the Manager in accordance with this Agreement or as otherwise notified by the Manager. This Management Fee accrues on a daily basis.

- 1.15 The Management Fee is not subject to a minimum monthly fee and will be retained or withheld from each of your Distribution payments or any Asset disposal payments as determined by the Manager, including GST. (see 1.2)
- 1.16 The Manager may, at its absolute discretion, subject to its written agreement, rebate an amount of the Management Fees paid by the Client. Any such rebate of Management Fees will cease to apply, and those Management Fees revert to the standard level, upon written notice by the Manager to the relevant Client(s).
- 1.17 **Supplementary Fees**
- 1.18 **Direct debit**
- 1.19 The Client acknowledges and agrees that the Management Fees, expenses, outlays, and any other amounts payable by the Client under or in connection with this Agreement may be paid by the Manager deducting the Management Fees from any Distribution in accordance with Schedule 4 or debiting the Bank Account at the time the relevant payment is due, as the Manager see fit in its absolute discretion.
- 1.20 The Client authorises and directs the Manager to recover Management Fees, expenses, outlays, and any other amounts payable by the Client under or in connection with this Agreement by deducting the Management Fees from any Distribution pursuant to Schedule 4 and/or direct debiting their Bank Account.
- 1.21 **Deductions from Distributions**
- 1.22 Subject to Schedule 4, the Client authorises and directs the Manager to deduct part or all of the amount of any Management Fees, expenses, outlays, and any other amounts payable by the Client under this Agreement from any Distributions, before such Distributions are deposited into the Client's Bank Account. The timing of the deduction of Management Fees, expenses, outlays, and any other amounts payable by the Client under this Agreement (in accordance with this Schedule 4) will occur as follows:

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- 1.23 where the Distribution relates to a dividend, coupon, right, bonus, payment (including repayments, bonus repayments and any other payments made by a borrower or issuer in relation to an Asset) or other similar entitlement (whether in the form of cash, Securities or otherwise), the timing of such deduction(s) will occur based on the terms of the respective Asset(s) (e.g., on a monthly, quarterly or half-yearly basis (as applicable)); or where the Distribution relates to the proceeds of sale, disposal or redemption of an Asset upon the settlement of the sale, disposal or redemption (as applicable) of that Asset.
- 1.24 For the avoidance of doubt, this Schedule 4 does not require the Manager to deduct any amounts from Distributions before they are deposited into the Client's Bank Account if the Manager considers it impracticable to do so; or, however allows the Manager to take such steps as it sees fit or necessary to do so; or affect the right of the Manager to debit the Client's Bank Account under Schedule 4.
- 1.25 ***Expenses and outlays***
- 1.26 Expenses and outlays incurred by the Manager in connection with the performance of the Manager Services under this Agreement do not form part of the Management Fees and will be recovered from the Client at cost in respect of amounts:
- (a) not exceeding \$1,000 in any one payment, by debiting the Bank Account without the express authority of the Client; and
- (b) with authority exceeding \$1,000 in any one payment:
- the Manager will (if required to do so) issue a valid tax invoice in relation to such expenses and outlays within 7 days after the end of the month to which the expenses and outlays relate; and
- the Client will pay amounts specified in such invoices within 30 days of the receipt of the invoice.
- 1.27 ***Information about expenses and outlays***
- 1.28 The Manager must, upon request, provide to the Client information concerning the then current Management Fees, expenses and outlays incurred by the Manager in connection with the performance of the Manager Services under this Agreement.
- 1.29 **GST**
- 1.30 Terms defined in the GST Law have the same meaning in this Schedule 4.
- 1.31 Except where otherwise stated in this Agreement, the consideration for any supply under or in connection with this Agreement does not include GST.
- 1.32 To the extent that any supply made under or in connection with this Agreement is a taxable supply, and the consideration is not expressly stated to include GST, the consideration otherwise provided for that supply is increased by an amount

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determined by the amount of that GST and the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.

- 1.33 If an adjustment event occurs in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier within 14 days of becoming aware of the adjustment note:
- (a) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving 7 days written notice; or
 - (b) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply to the extent that the supplier is entitled to a refund or credit from the Commissioner of Taxation; and
 - (c) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the recipient within 28 days of the adjustment event.
- 1.34 The right of the supplier to recover any amount in respect of GST under this Agreement on a supply is subject to the issuing of a tax invoice or adjustment note to the recipient.
- 1.35 Costs actually or estimated to be incurred or revenue actually or estimated to be lost by a party that is required to be reimbursed or indemnified by another party, or used as the basis for calculation of consideration for a supply, under this Agreement must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and any amount in respect of GST referable to the revenue.

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Schedule 5

Notices (clause 21)

1 Client

Attention:

Entity name:

Address:

Email:

Authorised Persons:

2 Manager

Attention: James Shillington / Kyle Lambert /Cameron Coleman

Entity name: IAM Capital Markets Limited

Address: Level 20, 215 Adelaide Street, Brisbane QLD 4000

Email: James.Shillington@incomeam.com, Kyle.Lambert@incomeam.com,
Cameron.coleman@incomeam.com

3 Custodian

Attention: Company Secretary / Head of Custody / Operations / Chief Operations Officer

Entity name: Trustees Australia Limited

Address: Suite '02', Level 11, 4-10 Martin Place, Sydney NSW 2000

Email: compliance@incomeam.com

4 Lender of Record

Attention:

Entity name: Trustees Australia Limited <in its capacity as bare trustee for the Client>

Address: Level 25, 123 Pitt Street, Sydney NSW 2000

Email: compliance@incomeam.com

Schedule 6

Withdrawals (clause 6.1)

1 Guidelines for Withdrawal requests:

- (a) the minimum withdrawal amount that may be requested is a minimum and multiple of \$50,000.00 face value;
- (b) the withdrawal request cannot cause the Portfolio Face Value to fall below \$1,000,000.00;
- (c) the Manager has the discretion to vary the minimum withdrawal amount or waive the minimum Portfolio Value; and
- (d) the procedures for withdrawal as set out below must be followed.

2 Procedures for Withdrawal:

- (a) the withdrawal request should be provided to the Custodian no later than 30 days before the proposed Redemption Date, that is, the first Business Day of each calendar month;
- (b) withdrawal requests can either be mailed or emailed to the Manager;
- (c) withdrawal requests must be signed by the Client or Authorised Persons as named in paragraph 3 of this Schedule;
- (d) withdrawal requests must specify the withdrawal amount requested in dollars; and
- (e) where withdrawal requests are approved by the Manager and processed, the withdrawal amount will be paid into the account as stated in paragraph 4 of this Schedule.

3 Number of Authorised Persons required to authorise withdrawal:

1

4 Payment details:

Correspondent Bank: [Insert]

Swift Code: [Insert]

Beneficiary Bank: [Insert]

Swift code: [Insert]

Account No: [Insert]

Name of Beneficiary: [Insert]

Beneficiary A/C No.: [Insert]

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Executed in accordance with section 127 of the *Corporations Act 2001* by IAM Capital Markets Limited (ACN 111 273 048):

Director Signature

Director Signature

Print Name

Print Name

Executed in accordance with section 127 of the *Corporations Act 2001* by :

Director Signature

Director/Secretary Signature

Print Name

Print Name