

PART X – SAVINGS GEARING LOAN

You will need to complete a *savings gearing application* and return it to us to establish a *savings gearing loan*. We will notify you if we agree to lend you money under this *savings gearing loan*.

42 HOW AND WHAT WE WILL LEND YOU

42.1 We will only lend you money under this *savings gearing loan* if:

- (a) you have satisfied all of the requirements necessary for us to lend you money under this *facility*;
- (b) your *savings gearing loan balance* does not exceed the *savings gearing loan limit* at any time; and
- (c) subject to clauses 45.1 and 45.4, no later than 4 *business days* prior to the *investment date* of that *nominated investment* you deposit in the *savings gearing account* the *relevant monthly contribution* in respect of that *nominated investment*.

42.2 In respect of a *nominated investment* no later than the day that is one *business day* prior to the *investment date* in respect of that *nominated investment* we will, subject to clause 45.4, make an *advance* equal to the *monthly margin loan advance* for that *nominated investment*.

43 MAKING A CONTRIBUTION

If 4 *business days* prior to the *investment date* of a *nominated investment* the balance of the *savings gearing account* is not less than the *relevant monthly contribution* for that

nominated investment and that *investment date*:

- (a) you will be deemed to have satisfied your obligation under clause 42.1(c); and
- (b) you authorise and direct us to debit the *savings gearing account* for an amount equal to that *relevant monthly contribution* for the purpose of its application under clause 44.1.

44 INVESTMENTS

44.1 You irrevocably authorise and direct the *nominee* to apply the *total monthly investment amount* in respect of a *nominated investment* and an *investment date* to purchase, in the *nominee's* name (as *nominee* on your behalf), that *nominated investment* on that *investment date*.

44.2 If you wish to do any or all of the following from time to time:

- (a) cease purchasing a *nominated investment*;
- (b) specify an additional *nominated investment*;
- (c) vary the amount of the *monthly margin loan advance* in respect of a *nominated investment*;
- (d) vary the amount of the *relevant monthly contribution* in respect of a *nominated investment*; or
- (e) vary the frequency with which you make either the *relevant monthly contribution* or we make an *advance*, or both;

you must give us written notice no later than 15 *business days* prior to the relevant

investment date in respect of a nominated investment from which a change under this clause is to take effect.

- 44.3 We may agree to any of the variations referred to in clause 44.2 in *our* absolute discretion.

45 ADJUSTING ADVANCES AND CONTRIBUTIONS

- 45.1 You may elect not to make a *relevant monthly contribution* under clause 42.1(c) in respect of a *nominated investment* and an *investment date* if you would be entitled on that *investment date* to borrow an amount of the money from us, under this *facility*, equal to the aggregate of:

- (a) that *relevant monthly contribution*; and
- (b) the *monthly margin loan advance* in respect of that *nominated investment* and that *investment date*.

- 45.2 You will be deemed to have made an election under clause 45.1 in respect of a *relevant monthly contribution* if:

- (a) you have not made the *relevant monthly contribution* under clause 42.1(c);
- (b) you have not suspended your obligation in respect of that relevant monthly contribution under clause 45.4(a); and
- (c) you would otherwise be entitled to make the election provided for by clause 45.1.

- 45.3 If you make (or are deemed to make) an election under clause 42.1 in respect of a *relevant monthly contribution* for a *nominated investment*, we will, in addition to the *advance* under clause 42.2, make an *advance* equal to

that *relevant monthly contribution* on or about the *investment date* for that *nominated investment* and that *relevant monthly contribution*.

- 45.4 In respect of a *nominated investment*, you may elect to do either or both of the following:

- (a) suspend your obligation under clause 42.1(c) to make the *relevant monthly contribution* for that *nominated investment*; and
- (b) suspend making an *advance* under clause 42.2 in respect of the *monthly margin loan advance* for that *nominated investment*,

by giving *us* written notice no later than 4 *business days* prior to the *investment date*, for that *nominated investment*, from which that election is to take effect. You may only request a suspension in respect of that *nominated investment* for a period of up to 3 consecutive months or for 3 months in any 12-month period (or such other period as we may agree with you).

46 FAILURE TO PROVIDE A CONTRIBUTION OR ADVANCES

If:

- (a) you fail to make a *relevant monthly contribution* in accordance with clause 42.1(c); or
- (b) we do not make an *advance* equal to the *monthly margin loan advance* in accordance with clause 42.2 as a result of you having failed to satisfy any of the conditions to *us* lending you money under this *savings gearing loan*,

we may, in addition to any other rights we may have under the *facility*, deem an *event of default* to have occurred or charge you a default fee (or both).

47 COSTS

In addition to any other amounts payable under this *savings gearing loan* and the *facility* you may be required to pay *us* for any *costs we* reasonably incur in relation to the *savings gearing loan*. We may debit any *account* with any amount payable under this clause 47.