

# Nominee Service Agreement

PLEASE COMPLETE THIS FORM USING BLOCK LETTERS AND BLACK OR BLUE PEN

## A. INDIVIDUAL CLIENT DETAILS

### INDIVIDUAL 1

Title  Given name(s)  Surname

### INDIVIDUAL 2

Title  Given name(s)  Surname

### INDIVIDUAL 3

Title  Given name(s)  Surname

## B. COMPANY CLIENT DETAILS

Company name  ABN/ACN

## C. ACCOUNT DESIGNATION (For Superannuation Funds, Family Trusts or Minors)

<  > Account

## D. CLIENT ADDRESS

State  Postcode

## E. TAX RESIDENCY INFORMATION

Country of tax residency    
Tax Identification Number (TIN)

Please provide either a TIN or select the reason code (refer below) for no TIN for each country of tax residency.

**Reason code for no TIN:** A) My country of tax residency does not issue TINs; B) I have not been issued with a TIN by my country of tax residency; C) My country of tax residency does not require disclosure of a TIN.

## F. CLIENT SIGNATURE

You (The Client), agree to be bound by the terms and conditions of this Agreement set out in clauses 1 to 11, which are attached overleaf for your records.

Name of Individual 1/Director/Sole Director/  
Company Secretary

Signature

\*

Name of Individual 2/Director/Company  
Secretary

Signature

\*

Name of Individual 3/Director

Signature

\*

Executed on

DD / MM / YYYY

**Note: When signed under Power of Attorney, the attorney states that they have not received a notice of revocation.  
Shaw requires an originally certified copy of the Power of Attorney to be returned with this Agreement.**

### TO BE COMPLETED BY SHAW

Client A/C Number  Advisor Code   
Shaw Signature  Date Entered

**NOMINEE SERVICE AGREEMENT****BETWEEN MCNEIL NOMINEES PTY LIMITED**

of Level 7, Chifley Tower, 2 Chifley Square  
Sydney NSW 2000  
with Australian business number 59 003 207  
592 ("McNeil Nominees")

**AND The Client ("You")**

You have directed that McNeil Nominees hold cash, shares, units and other financial products ("Financial Products") on your behalf as bare trustee. McNeil Nominees is a wholly owned subsidiary and authorised representative of Shaw and Partners Limited ("Shaw"). You provide, and McNeil Nominees will hold, your Financial Products on your behalf in accordance with regulation 7.6.01(1)(v) of the Corporations Regulation 2001 and the following terms and conditions:

**1. APPOINTMENT OF MCNEIL NOMINEES AS BARE TRUSTEE**

- 1.1 You instruct McNeil Nominees to act as bare trustee in respect of the Financial Products which you provide from time to time.
- 1.2 You instruct McNeil Nominees to act as your agent to register the financial products in its name.
- 1.3 McNeil Nominees will register the Financial Products so as to be recorded as holder of the legal title to the Financial Products but You will retain all beneficial ownership and interest in the Financial Products.
- 1.4 Subject to this Agreement:
  - (a) Notwithstanding that McNeil Nominees holds legal title to the Financial Products it must not exercise any rights attached to the ownership of the Financial Products, dispose of or otherwise deal with the Financial Products unless otherwise directed to do so by You; and
  - (b) You can at any time direct McNeil Nominees in writing to transfer the legal ownership of all or some of your Financial Products to You or at your direction and McNeil Nominees must transfer those financial products within seven working days of receipt of your written instructions.
- 1.5 You consent to the Financial Products being held on your behalf by McNeil Nominees being co-mingled in a common pool with other Financial Products held by McNeil Nominees on behalf of other clients in the manner prescribed in, and in accordance with, the Corporations Act 2001.

**2. ATTENDANCES AT MEETINGS, PROXIES**

- 2.1 McNeil Nominees will not:
  - (a) deal in any way with any proxy forms or other communications from the issuer of the Financial Products it may receive on your behalf; and
  - (b) attend any meetings, exercise any voting rights or participate in such processes; unless expressly directed to do so by way of written instruction from You and only after You have paid in advance any fees that McNeil Nominees estimates may be incurred by it in undertaking those instructions.

- 2.2 McNeil Nominees must only exercise any voting rights attached to any Financial Products if, and as, directed by You.

**3. YOUR INSTRUCTIONS**

- 3.1 Any instructions which You give to McNeil Nominees must be in writing, unless otherwise accepted by McNeil Nominees.
- 3.2 Without in any way limiting any other form of acceptance by You of these terms and conditions, You will be deemed to have accepted the terms and conditions of this Agreement by providing instructions to McNeil Nominees or Shaw to hold Financial Products on your behalf.
- 3.3 McNeil Nominees and Shaw are not required to act on your instructions where any monies are owing by You to them.

**4. JOINT ACCOUNTS**

- 4.1 Where You are more than one person or entity, these terms and conditions bind each of you jointly and severally.
- 4.2 McNeil Nominees may act on the written instructions of each of you without the necessity to refer to or notify any other person in connection with those instructions. Signatures of all joint account holders will be required to give directions relating to payments to third parties, unless otherwise permitted by McNeil Nominees or Shaw.

**5. COMPANY ACCOUNTS**

- 5.1 if You are a company, unless otherwise specified in writing, McNeil Nominees or Shaw may act on the instructions of any one of the directors of the company as advised by You without the necessity to refer to or notify any other person in connection with these instructions.

**6. AUTHORITY TO DISCLOSE DETAILS OF OWNERSHIP**

- 6.1 McNeil Nominees will disclose your name, address, the number and type of financial products it holds on your behalf, together with any other relevant information should it be required to do so by law or as requested by an Issuer of a particular Financial Product.
- 6.2 As a bare trustee McNeil Nominees will not and must not lodge substantial shareholder notices, unless expressly directed to do so by way of written instruction from You and only after You have paid in advance any fees that McNeil Nominees estimates may be incurred by it in undertaking those instructions.

**7. CHARGES**

- 7.1 You will, in accordance with McNeil Nominees' instructions:
  - (a) pay to McNeil Nominees any fees charged in relation to your dealings, including without limitation the nominee service fees which will be advised to You annually; and
  - (b) reimburse McNeil Nominees for any miscellaneous costs it incurs in relation to any dealings on your behalf under this Agreement.

- 7.2 You authorise McNeil Nominees to deduct any amounts payable to McNeil Nominees from monies held by McNeil Nominees for You.
- 7.3 You agree that any notice signed by a director or authorised employee of McNeil Nominees which sets out an amount due and payable by You to McNeil Nominees is prima facie evidence of the same.
- 7.4 If You fail to pay any amount within 7 days after a written demand for payment is sent to the address provided by You, then McNeil Nominees is authorised without further notice to sell the Financial Products on your behalf and apply the proceeds of any such sale, in payment or reduction of any outstanding amounts owed by You to McNeil Nominees or Shaw.

## 8. GST

- 8.1 If the supply of any services or goods to You by McNeil Nominees under or pursuant to this Agreement is a taxable supply, then unless advised otherwise, You must pay an amount equal to the amount of the GST to McNeil Nominees at the same time as the consideration for the supply is due.
- 8.2 If GST is payable on anything supplied to You under this Agreement McNeil Nominees will provide You with a Tax Invoice on request.
- 8.3 Words defined in the A New Tax System (Goods & Services Tax) Act 1999 have the same meaning in this clause.

## 9. TERMINATION

- 9.1 Subject to the completion of any outstanding obligations:
- (a) this Agreement may be terminated by either party giving not less than seven days written notice to the other party; and
  - (b) on termination, McNeil Nominees will transfer the Financial Products to You or at your direction within 7 working days.

## 10. LIABILITY AND INDEMNITY

- 10.1 You indemnify McNeil Nominees and Shaw against all costs, taxes, expenses, losses (including consequential loss) or damage suffered or incurred by McNeil Nominees or Shaw in connection with or as a consequence of the performance of their obligations under this Agreement and McNeil Nominees' holding of the Financial Products and agree to pay any such costs or the amount of loss or damage to McNeil Nominees or Shaw on demand.
- 10.2 McNeil Nominees is not obliged to supervise your investment in the Financial Products purchased or provided by You, or to advise on them.
- 10.3 McNeil Nominees is not liable to You for any loss or damage suffered by you as a consequence of or related to McNeil Nominees' handling of your account and the Financial Products except where the loss or damage was directly caused by McNeil Nominees' gross negligence, fraud or dishonesty.

## 11. MISCELLANEOUS

- 11.1 This Agreement is governed by and construed in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of that State.
- 11.2 McNeil Nominees may amend or modify the terms and conditions set out in this Agreement by notification as disclosed on Shaw's website [www.shawandpartners.com.au](http://www.shawandpartners.com.au), the amendments or modifications of which will take effect 7 days after posting of the notification.
- 11.3 No waiver of any breach of this Agreement will be effected unless the waiver is in writing and signed by the party against whom the waiver is claimed.
- 11.4 This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.