

# d-POD, POD+ and Term Deposit Accounts

Combined Replacement Product Disclosure Statement  
and Financial Services Guide

*Out of the Ordinary®*

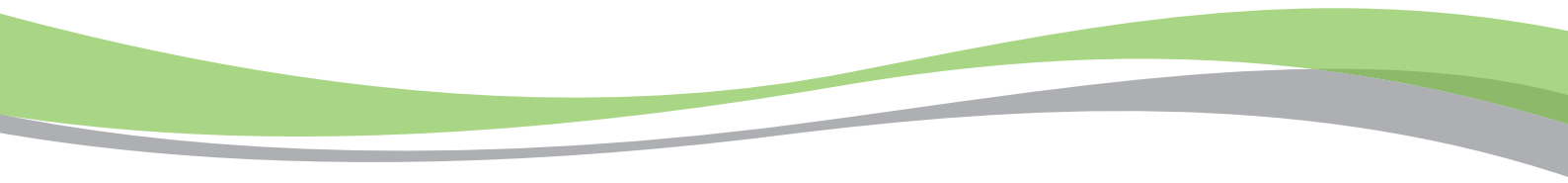
 **Investec**  
Experien



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# Account Application Form

Your Investec contact is

Entity type

- Individual / Sole Trader   
  Joint Account / Partnership   
  Proprietary Company   
  Public Company  
 Trust   
  Association   
  Superannuation Fund

1

## ALL ACCOUNT HOLDERS

Name(s) of Account Holder(s)

Mailing address



Residential address / principal place of business (if different to above) – For joint accounts provide each Account Holder's address



Business name (trust / partnership only – 'Trading As')

Business purpose / primary activities (not applicable to individual account holders)

Country of formation (trust / partnership / company)

Date of birth (Individuals only)

 /  / 

Date of birth (Individuals only)

 /  / 

Occupation (mandatory for identification purposes)

Occupation (mandatory for identification purposes)

Residential Status     Australian resident

Non-resident

Account holder 1 – TFN/ABN

Account holder 2 – TFN/ABN

Please apply my/our Tax File Number/s (TFN) or Australian Business Number/s (ABN) to all accounts in my/our name/s. Collection of TFN information is authorised and its use and disclosure are strictly regulated by the tax laws and Privacy Act. For joint account holders, details of all account holders are required. If you are eligible for a TFN exemption please state the category below.

2

## TRUST/SUPER FUND ACCOUNT HOLDERS ONLY

Type of trust (please tick)   
 Family Trust   
 Superannuation Fund   
 Unit Trust   
 Charitable Trust   
 Estate  
 Other (please specify)

### TRUSTEE 1

Name

Date of birth (Individuals only)

 /  / 

Occupation (mandatory for identification purposes)

### TRUSTEE 2

Name

Date of birth (Individuals only)

 /  / 

Occupation (mandatory for identification purposes)

Trustee residential address / principal place of business


TFN/ABN

Trustee residential address / principal place of business


TFN/ABN

**Beneficiary / member details (not required for regulated super funds)**

Please provide us with the names of the beneficiaries. If there are more beneficiaries, provide details on a separate sheet.

Full name 1

Full name 3

Full name 2

Full name 4

OR provide details of the membership class (e.g. unit holders, family members of named person, charitable purpose)

3

**AUTHORISED SIGNATORIES**

**AUTHORISED SIGNATORY 1**

Title (Mr / Mrs / Dr / Other)

Surname

Given names

Date of birth

 /  / 

Physical address (if it differs from residential/trading above)


Mother's maiden name

Telephone work

(  )

Telephone home

(  )

Facsimile work

(  )

Mobile number

Email address work

Residential Status

Australian resident

Occupation (mandatory for identification purposes)

Date qualified

 /  / 

**AUTHORISED SIGNATORY 2**

Title (Mr / Mrs / Dr / Other)

Surname

Given names

Date of birth

 /  / 

Physical address (if it differs from residential/trading above)


Mother's maiden name

Telephone work

(  )

Telephone home

(  )

Facsimile work

(  )

Mobile number

Email address work

Non-resident

Occupation (mandatory for identification purposes)

Date qualified

 /  / 

If there are more than two signatories, please attach an annexure to this Account Application Form setting out details (as above) of the additional signatories and provide their signatures by utilising additional copies of page 4 and 6 of this application form.

## 4 ACCOUNT SECURITY CODE

Four digit identification code

You may be requested to change your code on activation.

## 5 ONLINE SERVICES

**ONLINE ACCESS (d-POD AND POD+ ACCOUNTS ONLY)** Yes - Please set up my account online access which will enable me to transfer funds to/from my designated bank account from/to my d-POD and POD+ account.**EMAIL STATEMENTS (d-POD AND POD+ ACCOUNTS ONLY)** Yes - Please send my monthly d-POD/POD+ account statements to the below email address. If selected, statements will only be sent electronically and not mailed.

## 6 INITIAL DEPOSIT DETAILS

 d-POD  POD+  Interest capitalised Term Deposit (please complete details below)  Interest paid to Designated Account

Term duration (days)

Interest rate

Initial deposit amount

\$

Other (specify)

Method of Deposit

 EFT/SWIFT Cheque (please see page 18 of this PDS for further information) Direct debit (if selected, please complete Section 8 below to set up an account to be debited)

## 7 SOURCE OF FUNDS

Please note that we must collect this information in order to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

Please indicate the original source of funds used to open this account. For joint accounts or where otherwise applicable more than one purpose may be ticked.

 Salary Inheritance (please describe)\* Superannuation savings/monies Sale of asset e.g real estate (please describe)\* Savings/investment income (please describe)\* Other (please describe)\*

\* Please provide further detail in relation to the source of funds as indicated above. i.e. type of employment, sale of assets, inheritance etc.

## 8 DESIGNATED ACCOUNT

This section allows you to nominate an account which you would like to be linked to your Investec account. Please specify whether you authorise funds to be transferred to this account from Investec and/or you authorise Investec to Direct Debit funds from this account. If you would like us to Direct Debit from the Designated Account it must be in the same name as your Investec account and this request must be accompanied by a bank statement evidencing the account details.

Bank

Bank account name

BSB

Account no

 I authorise WITHDRAWALS from my Investec account to and DIRECT DEBITS from this Designated Account (same named accounts only, bank statement required) I authorise WITHDRAWALS ONLY from my Investec account to this Designated Account I authorise DIRECT DEBITS ONLY from this Designated Account to my Investec account (same named accounts only, bank statement required)

If you would like to set up additional Designated Accounts please do so by utilising additional copies of this page or contact us.

## 9 PRIVACY

Information regarding our Privacy Policy and use of your personal information is detailed on page 23 of the PDS.

 Please tick this box if you do not consent to us using and disclosing your personal information as indicated in the PDS.

## 10 DIRECT DEBIT REQUEST

**DIRECT DEBIT REQUEST: Investec Bank (Australia) Limited ABN 55 071 292 594 (userID 359291)**

I/We acknowledge that this Direct Debit Request is governed by the terms and conditions of the Direct Debit Request – Service Agreement of Investec Bank (Australia) Limited. I/We authorise and request that upon my/our request money to be deposited into my/our Private Access Account or Term Deposit, may be debited under the Bulk Electronic Clearing System from my/our Designated Account as specified in section 6 of this Account Application Form. I/We enclose a copy of a recent bank statement to confirm ownership of the Designated Account to be debited. I/We acknowledge that this Direct Debit request may be used in relation to deposit accounts that may be held with Investec in the future.

## 11 WARRANTY AND ACKNOWLEDGEMENT

By signing below you warrant that the information supplied by you in this Account Application Form is true and correct in every respect and agree that the Private Access Account and Term Deposit Terms and Conditions, your Account Application Form, the accompanying Deposit Accounts Combined Product Disclosure Statement and Financial Services Guide, the Direct Debit Request – Service Agreement if applicable and, where applicable, Special Terms and Conditions, shall form the basis of your deposit.

You confirm that you have received, read and understood the Term Deposit Terms and Conditions for the Private Access Account and Term Deposits, Deposit Accounts Combined Product Disclosure Statement and Financial Services Guide, the Direct Debit Request – Service Agreement if applicable, the 'Account opening documentation requirements' and, where applicable, Special Terms and Conditions, and agree to be bound thereby as well as any further or other conditions we may formulate in respect of your Account from time to time and notify you in writing.

You warrant that in opening your account you have complied with all relevant legislation.

You confirm that you have not relied on any warranty or representation made by Investec in relation to this product and that you have obtained your own advice in relation to this product.

## 12 AUTHORITY TO OPERATE – THIRD PARTY PAYMENTS ONLY

If this section is left blank or incomplete, the Account may be operated by any one signatory.

Please note that ANY ONE signatory can make instructions for funds to be moved to and from your Designated Account.

Any one signatory

Any two of the signatories

All of the signatories

Other instructions

## 13 ADVISER DETAILS (COMPLETE ONLY IF INTRODUCED BY AN ADVISER)

Only complete this section if you were introduced by an Adviser.

Name of firm

Adviser name

## Adviser Authority

By ticking the box and signing below you are authorising the Adviser and /or authorised employees of the firm shown above to make any enquiries, provide deposit maturity and commencement instructions and request payments from/to your Investec account to/from the Designated Account specified in section 8 of this Account Application Form and subject to your election for this account to be debited, credited or both. We will send the Adviser duplicate copies of your account correspondence, provide such information to the Adviser as requested and action the Adviser's instructions as outlined herein. Please note, this authority does not extend to the making of any payment instructions to/from third party accounts. To authorise a specific individual, such as your Adviser, to operate your account as a signatory, please complete sections 3 and 10 – 12.

Yes, by signing below I permit my Adviser to receive account correspondence, provide deposit maturity and commencement instructions and request Designated Account withdrawals / direct debits (where applicable).

## ACCOUNT HOLDER 1 – Signature

## ACCOUNT HOLDER 2 – Signature

## 14 SIGNATURES

Where the account holder is a company, this form is to be executed by at least two Directors of the company, or a Director and Secretary. In the case of a company that has a sole director who is also the company secretary – that director must sign the Account Application Form.

## SIGNATORY 1

Name

Capacity (If applicable) – Director / Secretary

Signature

Date

 /  / 

## SIGNATORY 2

Name

Capacity (If applicable) – Director / Secretary

Signature

Date

 /  / 

By signing above you agree to the Warranty and Acknowledgement in section 11 of this Account Application Form.

The below is **ONLY** required if the Account Holder is NOT an authorised signatory. If executed by a company to be signed by two Directors or a Director and Secretary unless a sole director).

**ACCOUNT HOLDER 1**

Name

Capacity (If applicable) – Director / Secretary

Signature

Date  
 /  /

**ACCOUNT HOLDER 2**

Name

Capacity (If applicable) – Director / Secretary

Signature

Date  
 /  /

By signing above you agree to the Warranty and Acknowledgement in section 11 of this Account Application Form.

**POD+ (overdraft) Only**

**14 OVERDRAFT FACILITY LIMIT (POD+ ONLY)**

Facility Limit Requested: \$

Nature of Practice / Business

**15 ACCOUNT HOLDER STATEMENT OF POSITION**

Name

Date  
 /  /

**ASSETS**

Cash \$   
 Property \$   
 Motor Vehicle \$   
 Other \$   
 Total Assets \$

**LIABILITIES**

Overdraft \$   
 Loans \$   
 Leases \$   
 Other \$   
 Total Liabilities \$   
 Net Assets \$

Name

Date  
 /  /

**ASSETS**

Cash \$   
 Property \$   
 Motor Vehicle \$   
 Other \$   
 Total Assets \$

**LIABILITIES**

Overdraft \$   
 Loans \$   
 Leases \$   
 Other \$   
 Total Liabilities \$   
 Net Assets \$

**GUARANTOR 1**

Surname

Given Name

Date of Birth

 /  / 

Address

Profession

Date qualified

 /  / 

Telephone

(  )  

Facsimile

(  )  

Email Address

**GUARANTOR 2**

Surname

Given Name

Date of Birth

 /  / 

Address

Profession

Date qualified

 /  / 

Telephone

(  )  

Facsimile

(  )  

Email Address

**General**

By signing this application, the Account Holder and each Guarantor requests Investec Experien (on behalf of Investec) to make an assessment of my/our credit worthiness to provide a credit facility on terms and conditions. I/We declare that all information provided to Investec Experien is true and correct and not misleading in any respect. Should the credit facility be approved, by virtue of requesting the first drawdown under the proposed facility I/we confirm that I/we have received and understood the terms and conditions of the facility and agree to be bound by them.

**Business Declaration**

The Account Holder declares that the credit facility to be provided is wholly or predominantly for business purposes. By signing the application form you may lose your protection under the Consumer Credit Code.

**Privacy Declaration**

Agreement that Investec Experien may seek consumer and commercial credit information (Section 18K (1) (b) Privacy Act 1988) – If Investec Experien (on behalf of Investec) considers it relevant to assessing my/our application for consumer and commercial credit I/we agree to Investec Experien obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to credit provided by Investec Experien.

Exchanging information with other creditor providers (Section 18N (1) (b) Privacy Act 1988) – I/We agree to Investec Experien (on behalf of Investec) obtaining from and exchanging with other credit providers personal information about me/us whose names I/we may have provided including agents, broker, financial consultant, accountant, lawyer or other advisor acting in connection with any financing provided or proposed to be provided or that may be named in a credit report for the purpose of assessing my/our application for consumer and commercial credit made to Investec Experien. I/We permit and authorise Investec Experien to give personal information to any party connected to the credit facility including any institution involved in funding by way of securitisation.

Agreement to a credit provider being given a consumer and commercial credit report to collect overdue payments on commercial credit (Section 18K (1) (h) Privacy Act 1988) – I/We agree that Investec Experien (on behalf of Investec) may obtain a consumer and commercial credit report about me/us from a credit reporting agency for the purposes of collecting overdue payments relating to credit owed by me/us.

**18 GUARANTOR WARRANTY AND ACKNOWLEDGEMENT**

By signing the below you warrant that;

- You have read the terms and conditions as outlined in the d-POD, POD+ and Term Deposit Accounts Combined PDS and FSG,
- You have made sufficient enquiries about the Account Holder's character, credit worthiness and financial position,
- You should consider obtaining financial advice,
- You should consider obtaining independent legal advice,
- By signing this form you are giving your guarantee which makes you individually and personally liable for the repayment of the facility provided to the Account Holder together with all reasonable costs and expenses of enforcing the guarantee and indemnity,
- If the Account Holder cannot pay and you are unable to pay you could lose everything you own, and
- Failure to meet your obligations under the guarantee may result in an adverse credit rating being recorded with an external credit rating agency.

**19 AUTHORISED SIGNATURES - POD+ ACCOUNT ONLY**

This section applies where the application is for a POD+ overdraft account.

Where the Account Holder is a company, this section to be executed by applicable office-bearers, including directors and secretary (if applicable).

**SIGNATORY 1**

Name


Signature

Date

 /  / 

Capacity (if applicable) - Director

**WITNESS**

Name


Signature

Date

 /  / 

\* By signing above you agree to the Warranty and Acknowledgment in section 11 and the Declarations in section 17 of this Account Application Form.

**SIGNATORY 2**

Name


Signature

Date

 /  / 

Capacity (if applicable) - Director / Secretary

**WITNESS**

Name


Signature

Date

 /  / 

\* By signing above you agree to the Warranty and Acknowledgment in section 11 and the Declarations in section 17 of this Account Application Form.

If there are more than two signatories, please attach an annexure to this Account Application Form setting out details (as above) of the additional signatories and provide their signatures by utilising additional copies of this page.

**GUARANTOR 1**

Name

Signature

 Sign Here

Date

 /  / 

**WITNESS**

Name

Signature

 Sign Here

Date

 /  / 

\*By signing the above you agree to the Declaration in section 17 and the Warranty and Acknowledgement in section 18 of the Account Application Form.

**GUARANTOR 2**

Name

Signature

 Sign Here

Date

 /  / 

**WITNESS**

Name

Signature

 Sign Here

Date

 /  / 

\*By signing the above you agree to the Declaration in section 17 and the Warranty and Acknowledgement in section 18 of the Account Application Form.

## Direct Debit Request – Service Agreement

### Definition

In this Service Agreement 'we/us' means Investec Experien Pty Ltd ACN 110 704 464 and Investec Bank (Australia) Limited ACN 071 292 594.

### Drawing Arrangement:

- 1) We undertake to debit your designated account for any amounts in accordance with your instructions as permitted under your d-POD, POD+ or Term Deposit Account or any amounts due under the terms of the repayment arrangements you agree with Investec Bank (Australia) Limited (ACN 071 292 594) under your d-POD, POD+ or Term Deposit Account.
- 2) We will draw the required amount from your designated account on the date of your instruction, if this is a Business Day and instructions are received by 1pm on that day. If your instructions are received on a day that is not a Business Day or after 1pm on a Business Day, the drawing will be debited from your designated account on the next Business Day. Where you have instructed us to make regular drawings or we are required to draw a repayment from your designated account in accordance with your obligations under your d-POD, POD+ or Term Deposit Account, we will draw the required drawing on the due date. If any regular drawing instruction, or due date, falls on a day that is not a Business Day, the drawing will be debited from your designated account on the prior Business Day.
- 3) We will not change the frequency of the regular drawing instruction without your prior approval. The period of notice should we vary the direct debit agreement will be at least 14 calendar days.
- 4) We reserve the right to cancel the direct debit if three or more drawings are returned unpaid by your nominated financial institutions. If we do so, you must make arrangements with us for an alternate payment arrangement.
- 5) We will keep all information pertaining to your designated account at the financial institution, private and confidential.

### Your Rights:

- 1) You may terminate the direct debit arrangements outright or stop a payment (where you have provided us with a regular drawing instruction) by giving us written notice or notice to your financial institution. Notice to terminate the direct debit arrangement outright should be received by us at least 5 Business Days prior to the date of termination. Notice to stop a regular payment (including a repayment arrangement under your d-POD, POD+ or Term Deposit Account) should be received by us at least 5 Business Days prior to the next due date for the regular drawing.
- 2) You may request a change to the drawing frequency by contacting us and advising of your requirements no less than 5 Business Days prior to the next due date of the regular drawing. Note any change does not alter your responsibility to meet the required payment owing under your d-POD, POD+ or Term Deposit Account. Where you consider that a drawing has been initiated incorrectly you may take the matter up directly with us or lodge a Direct Debit Claim through your financial institution.

### Your Responsibilities:

- 1) It is your responsibility to ensure that sufficient cleared funds are available in the designated account to meet the drawing on its due date or on the date we process your instruction. Failure to do so may result in the drawing being dishonoured by your financial institution, and may incur a dishonour fee. In such circumstance we reserve the right to also charge a dishonour fee.
- 2) It is your responsibility to ensure the authorisation given to draw on the designated account is identical to the account signing instructions held by the financial institutions where the account is based.
- 3) It is your responsibility to advise us if the designated account or the account to which drawings are to be received is transferred or closed.
- 4) It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the drawing.

## Account Opening Documentation Requirements

Everyone who opens a new account and all signatories to the account are required by law to be identified.

The below table outlines the identification documents and supporting documentation we require to open an account which are to be provided together with your completed Account Application Form.

Account holder	Required Information
<b>Individual</b>	<ul style="list-style-type: none"> <li>• Current Drivers Licence or Passport; OR</li> <li>• Birth / Citizenship certificate AND</li> <li>• Rates notice issued by a local government body OR utility bill less than 3 months old OR Income Tax assessment notice less than 12months old.</li> </ul> <p>If you are unable to present us with original documents then we will accept certified copies*</p>
<b>Private Company</b> <i>[Incorporated in Australia]</i>	<ul style="list-style-type: none"> <li>• Name and residential address of all directors (must not be a PO Box)</li> <li>• Name and address of those individual shareholders who directly or indirectly hold 25% or more of Company (must not be a PO Box)</li> <li>• Each signatory to be identified as per the above Individuals identification requirements</li> <li>• Please note in some circumstances we require Individual shareholders holding 25% or more (through one or more shareholding) to be identified according to the above "Individual" requirements. Your Consultant will advise you if this is the case.</li> </ul>
<b>Partnerships</b>	<ul style="list-style-type: none"> <li>• Certified copy or certified extract of partnership agreement (extract must contain full name of the partnership, business name and country of establishment)</li> <li>• Full name and residential address of each partner (unless the partnership is a member of a professional association, whereby evidence from the membership directory is required)</li> <li>• One partner is to be identified as per above "Individual" requirements</li> <li>• Each signatory to be identified as per above "Individual" requirements.</li> </ul>
<b>Self Managed Superannuation Funds</b> <i>[Need to be regulated by the ATO]</i>	<ul style="list-style-type: none"> <li>• If the Trustee is an individual, they are to be identified as per the above "Individual" requirements</li> <li>• If the Trustee is a company, they are to be identified as per the above "Company" requirements</li> <li>• Each signatory to be identified as per the above identification requirements.</li> </ul>
<b>Trusts</b> <i>[Family Trusts, Unit Trusts]</i>	<ul style="list-style-type: none"> <li>• Certified copy or certified extract of the current Trust Deed (extract must contain full name of the trust, type of trust, names and class of beneficiaries and country of formation); OR</li> <li>• A letter from a qualified solicitor or accountant confirming the name of the trust OR notice issued by the ATO within the last 12 months (e.g. a Notice of Assessment that contains the full name of the trust);</li> <li>• If the Trustee is an individual, they are to be identified as per the above "Individual" requirements</li> <li>• If the Trustee is a company, they are to be identified as per the above "Company" requirements</li> <li>• Each signatory to be identified as per the above identification requirements</li> </ul>

For Government Bodies, Foreign Companies, Registered Co-Operatives and Associations please contact your consultant for account opening requirements.

**ALL ABOVE: For security purposes attach a blank cheque/deposit slip or account statement confirming designated account details**

\*The following parties can certify documents: a legal practitioner, a judge, a magistrate, a Justice of the Peace, a police officer, a permanent employee of the Australian Postal Corporation with 2 or more years of service, a finance company director/partner with 2 or more years of service, a officer with, or authorised representative of, a holder of an Australian financial services licence, a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership, Dentist, Chiropractor, medical practitioner, Nurse, Pharmacist, Optometrist, Physiotherapist, Psychologist, Veterinary Surgeon, Bailiff, Bank Officer with 5 or more continuous years of service, marriage celebrant and all other persons prescribed by Regulation 4 of the Statutory Declarations Regulation.

## Product Disclosure Statement d-POD, POD+ and Term Deposit Accounts

The d-POD, POD+ and Term Deposit Accounts offered through this Combined Replacement Product Disclosure Statement (PDS) and Financial Services Guide (FSG) are issued by Investec Bank (Australia) Limited ACN 071 292 594, AFSL No. 234975 ("Investec, we, us") to individuals, their businesses and trusts (including superannuation funds which qualify for the d-POD Account and Term Deposits). This PDS replaces the PDS last dated 1 April 2009. Investec deposits are a financial product as defined under the Corporations Act 2001 (Cth). Investec Experien, a division of Investec Bank, focuses on the provision of financial solutions to qualified professionals.

This document consists of:

- a PDS (issued by Investec) setting out details of the d-POD, POD+ and Term Deposit Accounts provided by Investec; and
- an FSG setting out details of the financial services provided by Investec.

### Our Products

The products offered through this Combined PDS and FSG are:

- d-POD Account - At call account
- POD+ Account - At call account with the option (subject to credit approval) of a professional overdraft provided for business purposes only
- Term Deposits

The d-POD Account is an 'at call account' which allows daily access to your funds subject to applicable cut-off times.

The POD+ Account, when in credit, is an 'at call account' which allows daily access to your funds subject to applicable cut-off times. When in debit, and subject to approval, the account also allows you an overdraft facility for business purposes. Depending on your personal and financial circumstances, we may require you to provide security in respect of our making the overdraft facility available to you. We may require security either at the commencement of your POD+ Account or at any time while you hold the POD+ Account.

Interest rates on the d-POD and POD+ Accounts may vary from time to time.

For d-POD and POD+ Accounts, funds can only be transferred to and from a designated bank account, as nominated by you in the Account Application Form.

The Term Deposit Account offers the certainty of a fixed rate of return on your investment for the defined term of your deposit. Our Term Deposits range from 30 days to 5 years.

## Key features

	d-POD Account	POD+ Account	Term Deposit
Approved currencies	Australian Dollars (AUD)*	Australian Dollars (AUD)*	Australian Dollars (AUD)*
Available credit limits	N/A	Subject to Credit Approval	N/A
Minimum investment amount	No minimum	No minimum	AUD 50 000
Investment term	Daily access (subject to applicable cut-off times)	Daily access (subject to applicable cut-off times)	30 days through to 5 years (or tailored terms on application)
Overdraft interest rate	N/A	Variable**	N/A
Deposit interest rate	Variable**	Variable**	Fixed for the investment term
Overdraft interest payments	N/A	For the balance of overdraft in debit, interest accrues daily and is payable by you in full in arrears for each month on the first day of the following month	N/A
Deposit interest payments	For any amount in credit, interest is calculated on the daily balance and is capitalised at month end to your account	For any amount in credit, interest is calculated on the daily balance and is capitalised at month end to your account	Capitalised at term end or paid periodically per your instruction
Transacting on your account	Online, telephonic, email or fax	Online, telephonic, email or fax	Telephonic, email or fax
Withdrawals and deposits	Withdrawals and deposits are processed overnight if received by 1pm	Withdrawals and deposits are processed overnight if received by 1pm	On maturity or at our discretion; may be subject to early withdrawal fees
Fees and charges	Please refer to 'Fees and charges' section in this PDS	Please refer to 'Fees and charges' section in this PDS	No upfront or ongoing management charges If you break your Term Deposit we may reduce the amount of interest payable to you (see 'Term Deposit – early withdrawal interest adjustment' section in this PDS)

\* Investec also offers Foreign Currency Deposit Accounts and Private Access Accounts. Please see our Foreign Currency Deposit Accounts Product Disclosure Statement and Deposit Accounts Product Disclosure Statement in deciding whether or not to acquire these products. To obtain a copy please see our contact details on page 33.

\*\* Details of current interest rates are available from our offices on request.

## Benefits and risks

### Benefits

Investec offers you competitive rates, personalised service and expertise. In addition, the benefits of having a d-POD, POD+ or Term Deposit Account with us are:

#### For d-POD Accounts:

- Your money is readily accessible (subject to funds being cleared and relevant cut-off times).

#### For POD+ Accounts:

- You have an at call deposit facility and an overdraft facility (subject to credit approval) in one account.
- Your money (ie. any amounts in credit) is readily accessible (subject to funds being cleared and relevant cut-off times).
- You earn interest on any amounts which are in credit, in the same manner as a d-POD Account.
- The overdraft allows you to access funds for business purposes (up to the agreed Credit Limit) giving you the flexibility to manage your business cash flow.
- There is no unused line fee.

#### For Term Deposits:

- You can lock in an interest rate for a fixed period thus giving you certainty of return.

#### For all products under this Combined PDS and FSG:

Deposits made with Investec are guaranteed by the Australian Government as part of the Financial Claims Scheme for amounts up to AUD1million per legal entity.

### Risks

All investments involve varying degrees of risk and you may suffer financial loss as a result of any of the risks outlined below. The significant risks associated with having a d-POD, POD+ or Term Deposit Account are:

#### Risks applicable to d-POD, POD+ and Term Deposit Accounts:

- Credit risk – is the risk of us not meeting our obligations to you under the agreed product terms and conditions. Deposits made with Investec are guaranteed, until 12 October 2011, by the Australian Government as part of the Financial Claims Scheme for amounts up to AUD1million per legal entity. The terms of the government guarantee may change in the future and Investec reserves the right to amend our terms accordingly. When deciding whether or not to place unguaranteed deposits over \$1m you should make a risk/return assessment, and consider whether this product is appropriate for your particular circumstances.

#### For d-POD Accounts:

- Investec may change the rates of interest payable at any time so there is no guarantee that you will always earn a particular rate of interest on your account.
- Your funds must be cleared funds before they can be withdrawn (see 'Withdrawing funds' section in this PDS).
- Investec has the right to close your d-POD account in certain circumstances specified in the Terms and Conditions.

#### For POD+ Accounts:

- Your overdraft is limited by the specified approved Credit Limit.
- The overdraft is repayable at any time on demand by us and you may not be able to repay.
- If you have provided security in respect of the overdraft facility and you are unable to repay any amounts owing to us under the overdraft when due or unable to fulfil your obligations under the POD+ Account, we may exercise our rights in relation to any security you have provided, including taking possession of and selling the secured asset.
- Investec may change the rate of interest payable/receivable at any time so there is no guarantee that you will always pay/earn a particular rate of interest on your account.

- When your account is in credit, funds must be cleared funds before they can be withdrawn (see 'Withdrawing funds' section in this PDS).
- Investec has the right to close your POD+ account in certain circumstances specified in the Terms and Conditions.

#### For Term Deposits:

- If interest rates rise after the date you lock in your Term Deposit, you will earn a lower rate of interest until your Term Deposit matures than you might otherwise have received.
- If you withdraw your funds prior to the maturity date of the Term Deposit, we may reduce the amount of interest payable to you (see 'Term Deposit – early withdrawal interest adjustment' section in this PDS).
- Investec has the right not to agree to an early termination of your Term Deposit.
- Investec has the right to close your Term Deposit account prior to maturity in certain circumstances specified in the Terms and Conditions.

## Opening an account

To open an account please complete the Account Application Form included in this document and provide any additional required documentation as specified in the 'Account Opening Documentation Requirements' on page 12.

Any offer to you in our products will be based on the following:

- The information in your completed Account Application Form and all supporting documentation provided by you (as specified in the 'Account Opening Documentation Requirements' enclosure);
- This Combined PDS and FSG or the PDS and FSG current at the time of the offer;
- The Terms and Conditions of the relevant products set out in this Combined PDS and FSG or replacement document; and
- Any Special Terms and Conditions, if applicable, that we notify to you.

Once we have received the completed Account Application Form and all the required documentation, the offer of a product to you is at our absolute discretion. We can only offer the POD+ Account for business purposes and you must make a declaration to this effect if you apply for a POD+ Account. Our PDS and FSG is available at any time on our website.

When applying for a POD+ Account, depending on your personal and financial circumstances as well as the Credit Limit you are seeking, we may require security (generally, in the form of a charge, mortgage or bill of sale over your asset) before we can issue you a POD+ Account. We also have the right to require you to provide security in respect of your overdraft facility under your POD+ Account at any time while you hold the POD+ Account.

We may need to make enquiries to verify the information disclosed by you to us from time to time. There might be reciprocal disclosure of information to other institutions.

## New accounts

Everyone who opens a new account and all signatories to the account are required by law to be identified.

The identification requirements for each signatory and supporting documentation required for business, superannuation fund and trust accounts are outlined in the 'Account Opening Documentation Requirements' enclosure within this document.

Please note you may not withdraw any funds from your account until all documentation requirements have been fulfilled.

### Anti-money laundering

Investec is required to comply with the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (AML/CTF Law). This means that Investec will require you to provide personal information and documentation in relation to your identity when you invest in one of our products. Investec may need to obtain additional information and documentation from you to process your application or subsequent transactions or at other times during your investment.

Investec will need to identify you and anyone acting on your behalf, including your power of attorney, prior to opening your account. We will not open a new account for you until all relevant identity information and documentation has been received and satisfactorily verified. In some circumstances, Investec may need to re-verify this information.

By applying for an account with us, you also acknowledge that Investec may decide to delay or refuse any request or transaction on your account, including any withdrawal or deposit request, if it is concerned that the request or transaction may breach any obligation of, or cause Investec to commit or participate in, an offence under any law, and Investec will incur no liability to you if it does so.

If you are an existing holder of a d-POD, POD+ or Term Deposit Account, you can also open another account with Investec, such as one of our foreign currency deposit accounts. If you wish to open another Investec account, please contact us and we will send you the PDS for the relevant product.

As an existing holder of a d-POD, POD+ or Term Deposit Account, you may not be required to sign the Account Application Form included in the PDS for the new products. Instead, by requesting or by applying to us to open the new Investec product, you will be taken to have:

- agreed to be bound by the Terms and Conditions set out in the PDS for the new product;
- agreed to the Warranty and Acknowledgement set out in the Account Application Form in the PDS for the new product; and
- warranted that we may rely on the information that you have supplied to us on your completed Account Application Form for the d-POD, POD+ or Term Deposit Account (as applicable) which you already hold (including the authorised signatories who are to operate on that account) and all supporting documentation that you have supplied to us in relation to that account and that, unless you have notified us in writing, this information is accurate and remains up to date.

As we will be relying on the Account Application Form you completed for your existing d-POD, POD+ or Term Deposit Account (as applicable) for details of your designated account, if you wish to set up different or additional designated accounts for your new Investec product (if applicable), please provide us with these details in writing.

If the authorised signatories are to be different for the new product you will need to complete the Account Application Form in the new PDS.

Notwithstanding that you may already have an account with us and that you may have previously provided all account opening documentation, Investec reserves the right to request additional and/or updated information.

## Tax File Number ('TFN') or Australian Business Number ('ABN')

Under Federal law, accounts earning interest are subject to TFN legislation. The collection of tax file numbers is authorised and their use and disclosure are strictly regulated by the tax laws and the Privacy Act 1988 (Cth).

Please state your TFN or exemption category in the Account Application Form. Alternatively, corporate and business investors may quote their ABN. It is not an offence for you not to provide your TFN. However, if you choose not to provide it, we are obliged to deduct withholding tax from any interest earned.

If a TFN or ABN is not supplied, withholding tax calculated at the highest marginal tax rate, plus the Medicare Levy, will be deducted from interest for Australian residents. For non-residents, withholding tax of 10% of the interest earned will be deducted.

For more information about the use and disclosure of TFNs please call your nearest Tax Office.

## Interest rates

The interest rate applicable to your account is subject to individual quotation. We will provide you with a quotation of the relevant interest rate at the time we make an offer to you to open an account.

Interest rates on the d-POD and POD+ Accounts may change at our discretion at any time. In the case of Term Deposits, the interest rate is fixed for each term. The rate applicable to your d-POD or POD+ account will be shown on your statement and the interest rate applicable to your Term Deposit will be shown on your Term Deposit confirmation letter.

### Calculation of interest

For d-POD and POD+ Accounts, interest on any credit balance is calculated on the daily closing credit balance of your account from the date of receipt of cleared funds and capitalised monthly.

For Term Deposits, interest is calculated on the daily closing balance of your account from the date of receipt of cleared funds and capitalised on maturity. You may also elect to receive interest payments on your Term Deposit periodically throughout the term. Please contact us to obtain the applicable interest rates.

For the POD+ Account, interest payable on any debit balance under the overdraft facility is calculated based on the daily closing debit balance of your account.

Interest charged on the debit balance under the overdraft facility is payable in full on the first day of each month and will be direct debited from your designated account. Interest charged is not deducted from any interest earned and is required to be paid in full. If the interest charged is not paid, then within seven days after the due date, the overdue interest rate will apply and will be charged to your designated account. The overdue interest rate is the prevailing interest rate plus 4%.

## Depositing funds

Once your account has been opened deposits can be made in the following ways:

### Direct Debit

You may instruct us by fax, telephone, or email by 1pm (Sydney time) on a Business Day in Sydney to direct debit the relevant amount from your designated bank account as specified in the Account Application Form. Any requests received after 1pm on a Business Day or on a day that is not a Business Day will be processed on the next Business Day in Sydney. Payment instructions to and from your designated account will be accepted by any one signatory.

In this Combined PDS and FSG, a 'Business Day' is a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney.

### Internet instructions

Internet instructions to direct debit funds can be provided for d-POD and POD+ accounts, according to the cut-off times and guidelines as outlined in the relevant online terms and conditions, located on our website ([www.investec.com.au/professionalfinance](http://www.investec.com.au/professionalfinance)).

### Cheque

Please draw the cheque in favour of 'Account Holder name' and either:

- Post the cheque to the following address and we will bank this on your behalf:  
c/- Investec Experien,  
Investec Bank (Australia) Limited,  
GPO Box 2539, Sydney, NSW 2001

Deposits in AUD made by cheque will require three Business Days after the deposit has been made for the funds to clear prior to any withdrawals. Please always advise us of any cheque deposits made directly into the account to expedite processing.

## Cash

Cash deposits are not permissible.

## Additional deposits

Additional deposits into your d-POD and POD+ Accounts may be made at any time via direct debit or online. Deposits into your POD+ Account will first reduce the debit balance of your overdraft facility. You are able to make additional deposits into your Term Deposit Account on the maturity date via direct debit or cheque.

## Minimum and maximum deposit amounts

For d-POD and POD+ Accounts: No minimum deposit requirements.

For Term Deposits: While we have the discretion to determine deposit size, we usually accept a minimum Term Deposit amount of AUD 50,000. The maximum amount that can be deposited is at our discretion.

## Withdrawing funds

You, or a person authorised by you (as set out in your Account Application Form), may by fax, telephone or email, request a withdrawal from your d-POD, POD+ or Term Deposit Account. Payment instructions to and from your designated account will be accepted from any one signatory. If we receive your request before 1pm (Sydney time) on a Business Day in Sydney we will credit your designated account on the same day. If we receive your request on or after 1pm (Sydney time) on a Business Day in Sydney or on a day that is not a Business Day in Sydney, we will credit your designated account on the next Business Day.

## Internet instructions

Internet instructions to withdraw funds can be provided for d-POD and POD+ accounts, according to the cut-off times and guidelines as outlined in the relevant online terms and conditions, located on our website ([www.investec.com.au/professionalfinance](http://www.investec.com.au/professionalfinance)).

## From your d-POD Account

You may make withdrawals from your d-POD Account to your designated account, provided the funds are cleared and the account opening documentation requirements have been fulfilled. Cleared funds in your d-POD Account are available for withdrawal daily, subject to the applicable cut-off times as described above.

## From your POD+ Account

Withdrawals from any credit balance of your POD+ Account can be made in the same manner as described above in relation to the d-POD Account.

Your POD+ Account also allows you to have an overdraft facility, where funds are made available to you up to the approved Credit Limit.

You or a person authorised by you (as set out in your Account Application Form) may by fax, telephone or email, request a withdrawal from your overdraft facility in the same manner and subject to the same cut-off times as apply to the credit balance of your POD+ Account.

## From your Term Deposit Account

Term Deposits may be withdrawn on maturity. We may, at our discretion, consider a request from you for a full or partial withdrawal of the Term Deposit prior to maturity. If we agree to your request, we will have the right to charge you an early withdrawal fee and may vary your interest rate (see 'Fees and charges' section in this PDS).

For verification purposes, all instructions received in writing (including instructions received via fax and email) need to be confirmed via telephone. If you do not confirm your instruction by phoning us, we will endeavour to reach you by phone. If we are unable to do so, it will be at our discretion as to whether we process the withdrawal.

### Third party payments

Third party payments may not be made from your d-POD or POD+ Accounts. This means that all withdrawals must be credited to your designated account only.

For Term Deposits, electronic payments to non-designated bank accounts and third parties, as well as cheque or bank cheque withdrawals, will be made upon receipt of a signed withdrawal instruction clearly detailing full details of the payee. You can specify the required signatory authorisations for third party payments in the Account Application Form.

Investec may, at its discretion, refuse to process a third party payment.

### Maturity of Term Deposits

The principal invested in a Term Deposit and any unpaid interest accrued is payable to you at maturity of the deposit. Should you wish to withdraw your deposit on maturity please follow the withdrawal procedures.

In the event that you wish to vary your deposit on maturity please advise us your instructions prior to maturity.

We will endeavour to contact you by telephone at maturity to discuss your reinvestment instructions. Unless you advise us otherwise, at maturity we will reinvest your deposit for the same term at our prevailing rate of interest. Our Terms and Conditions for a deposit account at the time of reinvestment will apply.

## Overdrawn Accounts

If you have a d-POD Account or a Term Deposit you must maintain a positive balance. We are under no obligation to follow instructions that would overdraw your account.

If you have a POD+ Account your overdrawn balance must not exceed your approved Credit Limit.

## Repayment of overdraft

We may require you to repay the whole or part of the total amount owing under your POD+ Account overdraft facility at any time. You must repay in full the amount requested by the time we specify in the request.

## Statements

We will provide you with a monthly statement for d-POD and POD+ Accounts. Your statement will detail your debit and credit balances (where applicable) and their respective interest rates. You may elect to receive your statement by mail or electronically.

Please check your statements carefully. You must notify us within one month of receiving your statement if there are any queries.

For Term Deposit Accounts, on inception and on reinvestment of a Term Deposit, we will mail you a confirmation letter detailing the amount invested, account type, interest rate, start date, maturity date and maturity amount.

We will also provide you an annual tax statement for all your accounts, detailing the interest earned and withholding tax applied (if any) for the previous tax year ended 30 June.

For d-POD and POD+ Accounts, the June monthly statement can be used as your annual tax statement.

## Fees and charges

### Fees applying to your account

The following table sets out the fees and charges that currently apply to your account\*.

	d-POD Account	POD+ Account	Term Deposit Account
Upfront fee	Nil	AUD345	Nil
Account keeping fee	Nil	Nil	Nil
Direct debit fee	Nil	Nil	Nil
Withdrawal fee (overnight)	Nil	Nil	Nil
Withdrawal fee (RTGS)	AUD65	AUD65	Nil
Dishonour fee	AUD45	AUD45	AUD45
Bank cheque	AUD10	AUD10	AUD10

\* In addition, if you have a Term Deposit and you withdraw your funds prior to its maturity date, we may reduce the amount of interest payable to you (see the 'Term Deposit – early withdrawal interest adjustment' section in this PDS). Investec may vary fees from time to time and we will notify you of any such changes.

Investec may vary fees from time to time and we will notify you of any such changes.

### Upfront fee

The upfront fee applies upon the opening of a POD+ Account only. This is a once-off fee that is debited from your POD+ Account upon opening of the account. There is no upfront fee payable in respect of the d-POD Account or Term Deposits.

### Account keeping fee

We do not currently charge any ongoing account keeping fees on the d-POD, POD+ or Term Deposit Accounts.

### Direct debit fee

We do not currently charge a fee for direct debiting amounts from your designated account.

### Withdrawal fees

We do not currently charge a withdrawal fee for overnight transactions (ie. transactions that do not occur on the same day).

However, a withdrawal fee is payable on a d-POD or POD+ Account when you request a same day transfer of cleared funds to your designated account, or if you request a bank cheque.

### Dishonour fee

If you instruct us to direct debit your designated account and there are insufficient funds available, or you bank a cheque which does not clear, a dishonour fee will be charged to your relevant d-POD or POD+ Account, or in the case of a Term Deposit, deducted from the subsequent deposit made.

### Fees payable by us - Referral fees

If a financial planner, adviser or another party ('Introducer') refers you to Investec, we may pay the Introducer a fee. We reserve the right to decide whether we will make these payments and the basis on which they are calculated and paid. We may also provide account information to the Introducer, unless you elect to cancel their authority in section 3 of the Account Application Form.

## Term Deposit - early withdrawal interest adjustment

We may permit early withdrawal of your Term Deposit at our discretion. Should we agree to a withdrawal of part or all of your funds before the scheduled maturity date, we may reduce the amount of interest payable to you by an amount limited to the total amount of interest earned to date, calculated as follows:

% of Term Elapsed	Interest Rate Reduction
0 to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

For example:

A term deposit of \$100,000 for one year at 5% per annum is closed after nine months:

1. Calculate the interest that has accrued on the Term Deposit

Divide the interest rate by 365 to obtain the daily interest rate:

$$0.05 (5.00\%) / 365 = 0.000136986 (0.0136986\%)$$

Multiply this by the principal amount to calculate the interest earned each day:

$$\begin{aligned} \$100,000 \times 0.000136986 (0.0136986\%) &= \\ \$13.70. \text{ Multiply this by the number of days that} & \\ \text{the deposit has been open: } \$13.70 \times 274 \text{ days} &= \\ &= \$3,753.42 \end{aligned}$$

2. Calculate the interest reduction. Determine the percentage of the original term that has elapsed:

$$\begin{aligned} 9/12 = 0.75 (75\%). \text{ As 75\% of the original term} & \\ \text{has elapsed, an interest reduction of 40\% of the} & \\ \text{interest earned is applied. Multiply the interest} & \\ \text{earned by 0.40 (40\%) to calculate the reduction:} & \\ \$3,751.06 \times 0.40 (40\%) &= \$1,501.37 \end{aligned}$$

3. Subtract the interest reduction from the interest earned to calculate the interest that you receive:

$$\begin{aligned} \$3,753.42 - \$1,501.37 &= \$2,252.05. \text{ You receive} \\ & \$2,252.05 \text{ in interest.} \end{aligned}$$

## Government taxes and duties

Government taxes and duties will, where applicable, be deducted from your account. Government taxes and duties cannot be paid in cash or deducted from another account.

## Change of account details

Please notify us in writing of any changes to your name, authorised signatories to the account, your address or designated bank account details as soon as possible.

Designated Account details may be changed as follows:

- For Term Deposit accounts - changes must be instructed in writing and authorised in accordance with your "Authority to Operate" instructions in the Account Application Form.
- For POD + and d-Pod accounts - changes can be instructed by any one account holder who must present a bank statement or blank cheque / deposit slip confirming the designated account details.

We will not be responsible for any errors or losses associated with any changes in account details if we have not received adequate prior notice in writing of any such changes.

## Closing your account

You may close your d-POD account at any time. All funds in your d-POD Account (including all interest accrued on the account up to the date of closing the account) will be paid into your designated account prior to the account being closed.

If you have a POD+ Account you may close your account at any time after you have repaid in full the outstanding overdraft amount (if applicable) including any interest accrued up to the date your account is closed. If you have a credit balance in your POD+ Account all funds (including all interest accrued on the credit balance up to the date of closing the account) will be paid into your designated account prior to closure of the account.

Investec may at its sole discretion also close your account (including a Term Deposit account prior to its maturity) under certain circumstances specified in the Terms and Conditions. Any credit balance in your account (including any accrued interest up to the date of termination but less any applicable fees) will be paid out to you upon the account being closed.

### Inactive accounts

We reserve the right to close inactive accounts.

Inactive accounts are accounts that have a nil balance or where no activity has occurred on the account for a reasonable period.

Where we close an inactive account, we may return any credit balance in the account by paying it into your designated bank account, by cheque, or by transferring it to any "unclaimed moneys fund" in accordance with applicable law.

## Privacy

We recognise that your privacy is very important and that you have the right to control your personal information. We collect your personal information to assess whether we are able to provide you with the product that you have requested. We may also disclose your personal information to other financial institutions (but only if you are using electronic banking), introducers and to organisations to whom we outsource functions, such as mailing and printing houses, legal advisers and IT providers (service providers).

If you do not provide us with your personal information, we will not be able to assess your eligibility for the product. In most cases, you can gain access to your personal information by contacting us. By law we are required to collect information about you so that we can identify you.

We may also use your personal information to provide you with information about other financial products or services that we think might be of interest to you. In order to do this, we may disclose your personal information to other companies within the Investec group and to service providers. Tick the box on the Account Application Form if you do not consent to us so using and disclosing that information for this purpose.

We reserve the right to change our privacy policy at any time. To read the Investec privacy policy please visit our website [www.investec.com.au](http://www.investec.com.au)

## Taxation

The interest earned on the credit balance of your account will generally be in the nature of interest income, and will need to be declared as such in your tax return in the year in which it is earned. Interest expenses incurred on the overdraft facility component of the POD+ Account for business purposes are generally tax deductible.

The taxation information in this document is a general statement as to the taxation implications that may normally arise for an Australian resident taxpayer. Investec makes these statements without reference to your particular financial circumstances and based on our understanding of the general operation of the taxation laws at the time of formulating this document. Each person's financial circumstances are different and Investec recommends that you undertake independent and professional financial and taxation advice before making any investment.

## Complaints resolution

If you have any complaints about your account, please phone us on (61-2) 9293 2000 and we will seek to resolve any issues quickly and fairly. Alternatively, should you wish to make a complaint in writing, please address your correspondence to:

**Complaints Officer – Head of Compliance**  
Investec Bank (Australia) Limited  
GPO Box 2539 SYDNEY  
NSW 2001

If you are not satisfied with our internal complaints resolution procedures, you have the right to complain to the Financial Ombudsman Service, an independent external complaints resolution body of which we are a member.

You can contact the Ombudsman by:  
**Post:** GPO BOX 3 MELBOURNE VIC 3001  
**Telephone:** 1300 780 808  
**Email:** [info@fos.org.au](mailto:info@fos.org.au)

## About Investec

Investec Bank (Australia) Limited is part of the Investec group, an international specialist banking group providing a wide range of products and services to a select client base.

Investec has established core competencies across the Australian business units to serve the needs of market niches where we can compete effectively.

Our strategic goals and objectives are based on the aspiration to be recognised as a distinctive specialist banking group. This distinction is embodied in our entrepreneurial culture, which is balanced by a strong risk management discipline, client-centric approach and ability to be nimble, flexible and innovative.

We do not seek to be all things to all people and aim to build well-defined value-adding businesses focused on serving our clients' needs.

Before making an investment decision you should consider whether an investment in our products is appropriate in light of your particular investment needs, objectives and financial circumstances.

## About Investec Experien

Investec Experien is a division of Investec Bank, which offers a competitive range of finance products to medical and accounting professionals in Australia. Investec Experien is committed to innovative funding to cover the practice, personal and investment needs of its clients.

## Further information

For any enquires or further information on the Investec products offered through this Combined PDS and FSG, please contact Investec Experien on the details below:

Sydney	Melbourne	Brisbane	Perth	Adelaide
Level 31, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000	Level 49, 120 Collins Street, Melbourne VIC 3000	Level 31, Riparian Plaza, 71 Eagle Street, Brisbane QLD 4000	Suites 9 & 10, 62 Ord Street, West Perth WA 6005	First Floor, 337 South Terrace, Adelaide SA 5000
GPO Box 2539, Sydney NSW 2001		GPO Box 5226, Brisbane QLD 4001	PO Box 1159 West Perth WA 6872	PO Box 7299 Hutt Street, Adelaide SA 5001
T: (61-2) 9293 2099 F: (61-2) 9293 2166	T: (61-3) 8660 1070 F: (61-3) 8660 1077	T: (61-7) 3018 8199 F: (61-7) 3018 8190	T: (61-8) 9214 4500 F: (61-8) 9322 7533	T: (61-8) 8203 9100 F: (61-8) 8227 0066

1300 131 141 Australia wide

[www.investec.com.au/professionalfinance](http://www.investec.com.au/professionalfinance)

### Date

This Combined Replacement PDS and FSG is dated 1 May 2010.

### Updating information

As at the date of this Combined Replacement PDS and FSG, the information in this document is up to date. However the information in this document is subject to change from time to time. Where updated information is materially adverse, we will either issue a new Combined PDS and FSG or a supplementary one, setting out the updated information. Where the new information is not materially adverse, we will not issue a new or supplementary Combined PDS and FSG to you, but you will be able to access the updated information on the Investec website, [www.investec.com.au/professionalfinance](http://www.investec.com.au/professionalfinance) or by calling us on (61-2) 9293 2000. If you request, we will send you a paper copy of the updated information free of charge.

## Terms and conditions for the d-POD, POD+ and Term Deposit Accounts

### Definitions

In these Terms and Conditions and Direct Debit Request Service Agreement, the following words have the following meanings, unless otherwise specified or the context requires otherwise:

**Applicable Interest Rate** means the interest rate implicit in this agreement as determined by us in accordance with industry practice.

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia.

**Designated Account** means the bank account you have nominated in the Account Application Form, or as notified subsequently to us in writing, as the designated account from which and to which payments from your d-POD, POD+ or Term Deposit Account are to be made.

**Guarantor** means the person or persons named in the Account Application Form as the guarantor (if applicable). If there is more than one guarantor, it means each of them separately and any two or more of them jointly.

**Investec/we/our/us** means Investec Bank (Australia) Limited (ACN 071 292 594) (AFSL 234975).

**Terms and conditions** means the Terms and Conditions set out below and any special terms and conditions or variations in conditions, if applicable, that we notify to you.

**You** means the person described in the Account Application Form as the client and that person's successors and permitted assigns and your has a corresponding meaning. If more than one person is described as the client in the Account Application Form, it means each of those persons separately and any two or more of them jointly.

### Terms and conditions applying to all d-POD, POD+ and Term Deposit Accounts

1. You agree to be bound by, and to act in accordance with, our standard deposit-taking practices and procedures (and our standard overdraft facility practices and procedures, if you hold a POD+ Account) as described in the d-POD, POD+ and Term Deposit Accounts Combined PDS and FSG. You also agree to be bound by, and to act in accordance with, any future changes to our deposit-taking practices and procedures (and our overdraft facility practices and procedures, if applicable) as notified to you from time to time.
2. Any change of information concerning your account, including any change of address or signatories, must be signed by you and submitted to us in writing as soon as possible.
3. All cheques deposited must be made payable to the Account Holder. Endorsed third party cheques will generally not be accepted, although we reserve the right in our absolute discretion to accept a third party cheque. If we accept a third party cheque we do so subject to you indemnifying us by agreeing to these terms and conditions. The amount stated on a cheque received by us shall not be deemed to have been paid to or received by us and no withdrawals or transfers of funds may be made against it until the amount of the cheque has been unconditionally credited to our account. Generally this takes three working days for AUD cheque deposits.
4. Prior to the opening of your account, you must furnish us with an original, completed and signed Account Application Form, together with the necessary supporting documentation required by us, including statutory proof of identity and (if required by us in the case of a corporation) a resolution authorising the investment.
5. We reserve the right in our absolute discretion not to accept an application for opening an account.
6. You consent to us making enquiries of any nature for the purpose of verifying the information disclosed in your Account Application Form.
7. We have a general duty of confidentiality towards you except in circumstances where:
  - (a) disclosure is compelled by law;
  - (b) there is a duty to the public to disclose;
  - (c) the interests of Investec require disclosure; and
  - (d) disclosure is made with your express or implied consent.
8. You agree to indemnify us against any claims, loss or damage that we may suffer from whatsoever cause (including legal costs on a full indemnity basis) arising in connection with:
  - (a) the loss, theft, endorsement or any other manner of transference or negotiation of any bill of exchange, cheque, note, draft or other instrument or as a result of us accepting payment contrary to any marking or instruction on the instrument;
  - (b) the enforcement of our rights under these terms and conditions; or
  - (c) your non-compliance with these terms and conditions.
9. To the maximum extent permitted by law, Investec, our related bodies corporate, our directors, our employees, agents and/or contractors are not liable to you for any direct or consequential or indirect loss or damage (including without limitation lost profits, lost revenue, damage to reputation and damage suffered as a result of claims made by third parties such as your clients), in connection with your account opened with us or your use of our services or in connection with any disruption in those services whether arising in contract, tort or otherwise (other than directly due to our wilful default or our negligence).

10. We may suspend operations of any or all your accounts and/or our services if our client records, accounts or services are not available or access to such records, accounts or services is hindered as a result of force majeure, any calamity or condition, industrial action, computer breakdown or sabotage, or any other reason whatsoever, including without limitation, a similar event occurring to our agents and service providers.
11. You undertake to advise us immediately of any material circumstances which may affect our business relationship with you.
12. Without prejudice to any other rights which we may have under these terms and conditions or at law, you agree that we will be entitled to recover from you any amount of money paid to you to which you may not be entitled for any reason, plus interest thereon at the then 90 day BBSY Bid rate and any expenses incurred by us in relation to such a circumstance.
13. Your address for service of all notices and other communications is the mailing address detailed in your Account Application Form, or as notified in writing to us from time to time.
14. If you are a joint account holder, unless you or any of the account holders request otherwise, all notices and other communications (including statements and notification of any variation to these terms and conditions) will be forwarded to you at the address specified as the mailing address for all account holders on the Account Application Form, or as notified in writing to us from time to time.
15. You warrant that you will be acting as principal in all transactions with us and that you have proper legal title to all amounts invested or deposited with us.
16. You agree to comply with all regulations or laws applicable to your account and undertake to provide any documentation, information or approvals (in original or certified form) as we may deem necessary to give effect to the opening of such account, including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
17. Any variation to, or termination of, the account given by you or your authorised representative will only bind us if it is permitted under the terms and conditions of that account and it is received in writing, or notified to us by such other means of communication as may be acceptable to us, and provided that such variation or termination is acceptable to us.
18. You may not assign, novate, transfer or otherwise deal with any of your rights under this agreement or delegate any of your obligations as an account holder without our prior written consent. We may in our absolute discretion, grant or withhold our consent. We may, without your consent, assign, novate or otherwise transfer all or any part of our rights and obligations under this agreement.
19. You agree that we may set off any amount credited to your account against any amount in respect of which you are liable to us under your account or under any other account held by you (or by any joint account holder) with us, from time to time, whether alone or jointly or severally with another person or entity.
20. You acknowledge that when providing us with instructions, particularly in relation to scheduling payments in the future, it is your responsibility to ensure that sufficient cleared funds are available for the payment to be processed. You agree to release us from any liability whatsoever, which you or any other party may suffer as a result of insufficient funds in your account to meet your instructions and you indemnify us for any loss, claim, damage or expense we may suffer as a result of giving effect to such instructions.
21. This clause 21 does not apply if you are a 'retail client' (within the meaning of the Corporations Act 2001 (Cth)) and we have (or an authorised representative of ours has) provided you with personal advice in relation to your account; otherwise, you warrant to us that you are acting on your own account and that you have made your own independent decision to open an account with us and as to whether the account is appropriate or proper for you, based upon your own judgment and upon receiving independent advice from such advisers as you deem necessary. You acknowledge that you are not relying on any communication from us or an authorised representative of ours (written or oral) as investment advice or as a recommendation to open the account, and you acknowledge that information and explanations relating to the terms and conditions of an account shall not be considered financial product advice or a recommendation to open that account.
22. In respect of these terms and conditions or where applicable, any special terms and conditions, the term 'Instruction' or 'Instructions' shall mean any written, telephone, facsimile or electronic communication sent by you or purported to have been sent by you or by a person authorised by you (and notified to us) to transact or instruct on your account.
23. We are authorised to accept and act upon an Instruction sent or communicated to us which purports to have been despatched by you or by an authorised signatory.
24. If you opened an account with us through a financial adviser, as specified in section 3 of the Account Application Form, you consent to us authorising the adviser to make any enquiries. You also consent to your adviser receiving duplicate copies of your account correspondence and/or the making of Term Deposit maturity instructions unless you specify otherwise in section 3 of the Account Application Form. The adviser's authority does not extend to the making of third party payments or withdrawals to your designated account.
25. All such Instructions in respect of a deposit of funds into your account or withdrawal of funds from your account must be received by us on a Business Day before 1pm (Sydney time) in order for the Instruction to be processed on that day. We reserve the right to hold any instructions received after 1pm on a Business Day or on a day that is not a Business Day, for processing on the next Business Day.

26. We (and our related bodies corporate) will not be responsible for any loss, damage or liability you may suffer or incur by reason of or in connection with:
- the genuineness and authenticity of any Instructions given by you or on your behalf;
  - us acting on any Instruction which purports to have been despatched on your behalf by any person or persons who appear to be authorised to transact your banking business at the time the message is received or refusing to act on or for any delay in processing any Instruction, through whatever medium, in circumstances where we have reason to believe that the Instruction is unauthorised;
  - us assuming that any person claiming to be a person, details of whom have been given to us in accordance with the Account Application Form or as notified otherwise in writing, is, in fact, that person;
  - us assuming that if you have not given a notice of revocation of any person previously authorised that the person giving instructions to us is authorised by you to do so;
  - any error contained in the Instruction irrespective of whether the error originated in the transmission or the receipt of the Instruction;
  - any delays in transmission or payment;
  - any Instruction that you or an authorised signatory has sent, which has not been received by us.
- We may at our discretion debit your account with all sums paid, charged or incurred by us in effecting all such written, telephone, facsimile or online instructions. You agree not to make any claim or demand against us in respect of any such loss, damage or liability and will indemnify us against loss, damage or liability we may suffer or incur as a result of acting in accordance with the conditions of the above authority.
27. You acknowledge that communication by telephone, facsimile and e-mail is not a secure means of communication and involves higher risk of manipulation, distortion or attempted fraud and may be of poor quality and unclear. You hereby authorise us to accept and act on a telephone Instruction, faxed Instruction or e-mail Instruction without verification. You agree to indemnify us in respect of all claims, liabilities, costs, charges or expenses of any nature incurred or suffered by us or as a result of us acting on a communication or Instruction provided by telephone, fax or e-mail.
28. In the case where you have appointed an authorised signatory to your account:
- You warrant that you have the necessary power to open the account and that the authorised signatory(ies) identified in the Account Application Form are authorised to operate the account. You undertake and agree not to challenge the authority of the authorised signatory(ies) or the validity of any act performed by us in reliance upon such authorisation.
  - You indemnify us and hold us indemnified against all or any claims (including without limitation legal costs on a full indemnity basis) by any third party arising as a result of any breach of such warranty.
  - Subject to (d) below, we may rely on the identity of the authorised signatory(ies) specified on your Account Application Form (and as updated by you in writing signed by you).
  - Should the authorised signatory(ies) cease to be your directors or officers or should you wish to terminate their authority to operate the account, then you must promptly notify us accordingly in writing signed by you and if requested provide us with a copy of the relevant corporate action evidencing this.
29. We give no warranties and make no representation of any nature regarding the return on the credit balance of your account or any tax implications, or the present or future value of your account. You must obtain your own independent advice in relation to these matters.
30. In respect of all withdrawal instructions from a d-POD or POD+ Account, withdrawals from your account will only be made by depositing the relevant amount electronically to the account which you have nominated on your Account Application Form ("Designated Account"), as updated by you in writing. In some circumstances, we may agree, in our absolute discretion, to credit funds to an account other than the Designated Account, subject to you providing us with any other information we request to verify your identity. We have the right, in our absolute discretion, to refuse a request to credit funds to an account other than the Designated Account.
31. You acknowledge that in connection with your account it is not an offence if you choose not to quote your Tax File Number (TFN) or Australian Business Number (ABN) but if you do not do so or if you are a non-resident, withholding tax may be deducted from any interest payable on the credit balance of your account.
32. Should there be two or more account holders, your account will be held jointly but your obligations as an account holder will be both joint and several.
33. You acknowledge that should one individual joint account holder predecease the other(s), we may treat:
- the entire amount of a credit balance of your account as having passed to the surviving account holder(s);
  - each surviving account holder as being liable for payment of all or any part of the amount of a debit balance of your account.
- If you die while you are the owner of an account issued by us, we may need to identify your legal personal representative prior to taking an action on your account.
34. For a d-POD, POD+ or Term Deposit Account, any one signatory can authorise instructions to and from the designated account. While funds into/ from your d-POD/ POD+ account can only be transferred into/

- from your designated account, third party payments can be made from a Term Deposit Account and you must specify the authority to operate your Term Deposit Account in the Account Application Form. The Authority to Operate your Term Deposit applies to any changes that you wish to make to your designated account details, as well as making third party payment instructions. If the Authority to Operate is incomplete we may rely on instructions given by any one signatory.
35. We can charge account fees. The account fees applying to your account are disclosed in the d-POD, POD+ and Term Deposit Accounts Combined PDS and FSG which was current at the time you completed and submitted your Account Application Form to us. We reserve the right to enforce or not to enforce the application of account fees, introduce new account fees or vary the fees currently applicable. We will notify you of any such changes to our fees.
  36. We will send you a monthly statement in respect of your d-POD or POD+ Account by email or by post. If you have opted to receive the statements electronically, they will be sent to the email address specified in your Account Application Form or as otherwise notified to us from time to time. If you have opted to receive a hard copy of your statement, it will be sent by post to the mailing address specified in your Account Application Form.
  37. Should you choose to make use of our online services for your d-POD and/or POD+ Account, you acknowledge the separate terms and conditions as specified on the website.
  38. We reserve the right to vary these terms and conditions. If we do so, we will send you a written notice of the variations, in accordance with clauses 13 and 14 above.
  39. If there is any inconsistency between these terms and conditions and any special terms and conditions (if applicable to your account), the special terms and conditions shall prevail to the extent of the inconsistency. If there is any inconsistency between these terms and conditions (including any special terms and conditions applicable to your account) and the d-POD, POD+ and Term Deposit Accounts Combined PDS and FSG, these terms and conditions will prevail.
  40. You and each guarantor (if applicable):
    - (a) consent to the recording of all telephone conversations between you (or any person representing you) and us (or any of our related entities) in connection with any of your accounts opened by us, with or without an automatic tone warning device;
    - (b) agree that such recordings may be used by us for our own purposes including training, confirmation of instructions, security and, where we deem necessary, in the resolution of a dispute between the parties and may be submitted in evidence in any legal or administrative proceedings relating to the account, as prima facie evidence of its contents; and
    - (c) agree that where a recording collects "personal information" as that term is defined in the Privacy Act 1988 (Cth), you consent to the use and disclosure of the personal information for the purposes set out above.
  41. We may, for the purposes of exercising any of our rights, powers or privileges under this agreement or if required by any law, government agency or stock exchange, disclose to any person (including, any potential assignee, novatee or participant) any documents or records of, or information about you, a transaction, any other collateral documents or security or the assets, business or affairs, relating to you, whether or not confidential and whether or not the disclosure would be in breach of any law or any duty owed to you.
  42. You agree that we may effect transactions with or through agents or correspondent banks as determined by us from time to time. While we and/or a member of the Investec group will choose these agents or correspondent banks with reasonable care to ensure they are reliable, neither Investec nor members of the Investec group will have any responsibility for any acts or omissions of such parties.
  43. You acknowledge and agree that we may effect transactions for you through the agency of and/or with a party which is a member of the Investec group or a person associated with us or in which we have a direct or indirect material interest.
  44. We may close your account (including a fixed Term Deposit account prior to its maturity):
    - (a) without notice, if
      - (i) we are not able to verify the information disclosed in your Account Application Form to our satisfaction;
      - (ii) you fail to provide us with any information or supporting documentation we request from you under these terms and conditions within the time we request it;
      - (iii) we determine in good faith that the performance of our obligations under these terms and conditions has resulted in, or may result in, a breach of any applicable law, rule, regulation, judgement, order or directive of any government, administrative, legislative or judicial power or authority; or
      - (iv) in any other circumstances where we are permitted or required to close your account under applicable law; or
    - (b) if your account is an inactive account. An "inactive account" for the purposes of these terms and conditions means an account that has a nil balance, or where no transactions have been made on the account, for a reasonable period of time (as determined by us); and
    - (c) at any time in our absolute discretion upon giving notice which is reasonable in the circumstances.

If there is a credit balance in your account at the time we close it, we will return this amount to you (including any accrued interest up to the date of termination) less any applicable fees, in Australian dollars. We may return this amount by paying it into your designated bank account, by bank cheque or, in the case of an inactive account, by transferring it to any "unclaimed moneys fund" in accordance with applicable law.

45. If a provision of these terms and conditions is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.
46. A single or partial exercise of a right by us does not preclude another exercise of another right. Failure by us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.
47. These terms and conditions and your account are governed by the laws of New South Wales. You agree to submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.
48. You must pay to us on demand any costs incurred by us in enforcing our rights under this agreement. You authorise us to debit any of these costs from the Designated Account. We may do so on or after the date we pay them or the date they become due or payable by you or us (whichever is earlier).
49. If you enter into this agreement in the capacity as trustee of a trust, the following applies:
  - (a) the trustee enters into this agreement in both the trustee's personal capacity and as trustee of the trust;
  - (b) the trustee warrants to us that:
    - (i) the trustee has unrestricted authority and power to enter into this agreement;
    - (ii) entering into this agreement is in the due and proper administration of the trust and is for the benefit of the beneficiaries of the trust;
    - (iii) the performance by the trustee of the trustee's obligations under this agreement has been duly authorised in accordance with the terms of the trust; and
    - (iv) no limitation or restriction exists in respect of the trustee's rights to be indemnified from the trust assets for the trustee's obligations under this agreement;
  - (c) the trustee must not, so far as it able to do so, permit any of the following to occur without our prior written consent:
    - (i) any variation, replacement or limitation of the terms of the trust deed;
    - (ii) the trustee's removal as trustee or the appointment of another trustee of the trust whether or not in conjunction with the trustee; or
    - (iii) any distribution, transfer or setting aside of any part of the income or capital of the trust.

50. The singular includes the plural and vice versa.
51. A reference to a person includes a corporation and vice versa.
52. "Including" and similar expressions are not words of limitation.

## Terms and conditions applying to POD+ Accounts only

The following terms and conditions apply to POD+ Accounts only:

53. In addition to the deposit facility under your POD+ Account, we also make funds available to you on overdraft up to the Credit Limit which we approved from time to time in respect of your POD+ Account ("Credit Limit").
54. You or an authorised signatory may provide us with an Instruction requesting that an amount, not exceeding in aggregate your deposit balance and your approved Credit Limit amount, be credited to the Designated Account.
55. No funds will be available if there is an Event of Default under this agreement. In these terms and conditions an "Event of Default" means the occurrence of any of the following:
  - (a) you fail to pay any interest payment or any other amount owing under this agreement and that failure continues for 7 days after notice from us;
  - (b) you, by your conduct or in writing, inform us that you are not or do not intend to be bound by this agreement;
  - (c) you fail to comply with any other provision of this agreement and that failure continues for 7 days after notice from us stipulating that failure;
  - (d) you:
    - (i) being an individual, become insolvent under administration; or
    - (ii) being a company, become an externally administered body corporate, within the meaning of the Corporations Act 2001 (Cth);
  - (e) you are in default under any other agreement, loan or financial arrangement with us and due to that default we are entitled to terminate that other agreement, loan or financial arrangement or require that money owing under it become immediately due and payable;
  - (f) we, acting reasonably, believe that you have acted fraudulently in connection with this agreement;
  - (g) there is a material adverse change in your circumstances; or
  - (h) a representation, warranty or statement made by or on your behalf is not true in a material respect or is misleading in a material respect when made or repeated.

56. If the balance owing on your POD+ Account is in debit you must pay us interest on that amount calculated in accordance with the following:
- (a) interest accrues daily and is debited from your Designated Account in arrears on the first day of the month following the month in which it accrues.
  - (b) interest is calculated at the Applicable Interest Rate on the basis of a 365 day year (including in a leap year);
  - (c) if the interest due is not able to be debited from your Designated Account on the due date, and if the interest due is not paid within 7 days after the due date, we are entitled to charge you the overdue interest rate (being the Applicable Interest Rate at that time plus 4%) ("Overdue Interest Rate") on the full debit balance of your POD+ Account. The overdue interest accrues daily from the date that we are entitled to charge it until all outstanding interest amounts are fully paid.
57. We may change the Applicable Interest Rate at any time.
58. We may review your overdraft facility at least annually. You must give us any information we reasonably request concerning your financial position and your performance under this agreement.
59. We may reduce the Credit Limit or stop providing further credit in our absolute discretion. If we do so, we will tell you in writing.
60. We may demand that you repay the whole or part of the total debit balance owing under your POD+ Account at any time. You must repay in full the amount we demand at the time we specify in the demand.
61. You acknowledge that there is no agreement, arrangement or understanding between you and us that we may demand repayment only when a particular event occurs or does not occur.
62. If an Event of Default occurs, we may, without prejudice to any of our other rights:
- (a) declare that the whole of the total debit balance owing under your POD+ Account is immediately due and payable without the need for any demand or notice;
  - (b) enforce all our rights under this agreement; and
  - (c) charge the Overdue Interest Rate.
- On taking such action, our obligations under this agreement are terminated.
63. You must pay all amounts due under this agreement in full without set-off or counterclaim. In addition to any other right of set-off that we may have, after an Event of Default occurs we may without notice combine, consolidate, or merge any or all of your accounts opened with us (whether held individually or jointly with others) and may set-off any amount owing against them, even though those accounts and the amounts owing may not be in the same currency. We may effect any currency conversion necessary or desirable for that purpose.
64. We may grant by way of securitisation (including a right to share in the financial effects of this agreement) all or any of our rights and benefits under this agreement to any person without your consent. We may provide that person with any information necessary to effect that securitisation so long as they agree to keep that information confidential.
65. In consideration of us, at the request of the Guarantor, issuing a POD+ Account to you, the Guarantor guarantees to us:
- (a) the due and punctual performance by you of your obligations under this agreement or any holding over under this agreement; and
  - (b) the payment of all money owing under this agreement.
66. As a separate obligation the Guarantor indemnifies us against any claim which may arise as a result of:
- (a) the non payment of any money due under this agreement;
  - (b) the non-performance of any of your obligations under this agreement;
  - (c) any holding over under this agreement; or
  - (d) the expiration or termination of this agreement.
67. The obligations of the Guarantor under this guarantee and indemnity are principal obligations imposed on the Guarantor. We have the right to make a claim or demand on the Guarantor under this guarantee and indemnity without having first taken any proceedings against you or any other person.
68. This guarantee and indemnity is not to be considered as wholly or partly discharged unless and until all of the guaranteed money has been paid in full.
69. This guarantee and indemnity is not impaired or discharged by:
- (a) any variation (with or without the consent of the guarantor) to this agreement;
  - (b) any breach, wilful or otherwise, of any of your obligations under this agreement and whether with or without your consent or knowledge, or the consent or knowledge of any Guarantor or us;
  - (c) the granting of any time, credit, forbearance, indulgence or concession to you or to any Guarantor;
  - (d) the compromise, waiver or rearrangement by us of any of your obligations under this agreement or the obligations of any Guarantor;
  - (e) the unenforceability in whole or in part of this agreement against you or any guarantee and indemnity against any other Guarantor;
  - (f) the fact that all or any part of the money owing by you may not be recoverable or may cease to be recoverable from you or any other person liable for that money (other than because the money has been fully paid);

- (g) the liquidation, death, insolvency or bankruptcy of you or any Guarantor;
  - (h) the avoidance for any reason of any payment by you or on your behalf or by any Guarantor;
  - (i) the transfer or assignment of the benefit of this agreement to any person or corporation;
  - (j) you or any Guarantor being under any legal disability; or
  - (k) any other matter or thing that but for this provision could or might operate to abrogate the effects of the provisions of this guarantee and indemnity.
70. If there is more than one Guarantor then the obligations under this guarantee and indemnity bind each of them separately and any two or more of them jointly.
71. We reserve the right to require you to provide security to us over your asset in respect of any amounts that you owe us under this agreement. Upon our request to you in writing, you must charge or mortgage in favour of Investec all of your right to title and interest in all assets of any nature or kind and wherever it is, which you now or in the future have a legal, equitable and/ or beneficial interest in, with the payment of any monies that you are liable at any time to pay to Investec. You agree to execute and deliver to us, within 7 days of a written request, a registrable mortgage (in the form we require) in favour of Investec pursuant to and to better secure the charge granted by you to Investec under this clause.
72. For valuable consideration and to give effect to your obligations to Investec, you irrevocably appoint Investec and any solicitor for Investec separately as your attorney to execute any deed, sign any document and do any other thing that you could have done or must do to give effect to your obligations to Investec under this agreement. The attorney may exercise any powers conferred on the attorney, even if it involves a conflict of duty or the attorney has a personal interest or benefits from doing so.
73. Any notice, demand, originating process, court document or any other document relating to a proceeding may be served on you by being sent by prepaid ordinary post to your residential or business address last known to us or by being left at your residential or business address last known to us or by being sent by prepaid ordinary post or by being left at any land in respect of which you, now or in the future, have any legal, equitable and/or beneficial interest in.

## Financial Services Guide 24 October 2008

(as amended on 1 May 2010).

Investec holds an Australian Financial Services Licence issued by the Australian Securities and Investments Commission, Number 234975.

### Purpose of the FSG

The purpose of this FSG is to provide you with information about:

- the services we offer you, to help you decide if you want to use them;
- the remuneration to be paid to us and other relevant persons in relation to the services offered; and
- our internal and external dispute resolution procedures and how you can access them.

### Product Disclosure Statement

When we provide general financial product advice to you, you will also receive a copy of the relevant Product Disclosure Statement, which contains important information about the Investec product including the cost, significant benefits, risks and other features. The Product Disclosure Statement sets out this information in order to help you compare and make informed choices about purchasing financial products.

### Financial services we are authorised to provide

We are authorised inter alia to provide general financial product advice and to arrange for the issue of deposit and payment products, which are issued by Investec to retail clients.

## General Financial Product Advice

In recommending the financial products, we provide general financial product advice, not personal financial product advice. Our advice is given without taking into account your personal objectives, financial situation or needs. You should consider the Investec financial products having regard to your own objectives, financial situation and needs, and also consider the relevant Product Disclosure Statement before you act on any advice.

## Fees, commission and other benefits

Our employees receive a salary for providing the financial services described in this FSG. Our employees are also entitled to participate in a bonus and/or commission structure (in respect of all their activities, not exclusively in respect of Investec deposit products).

From time to time, our employees may also be entitled various monetary or non-monetary incentives for particular promotional initiatives.

Investec, as the product issuer, receives any interest payable by a client and any fees and charges in respect of the products issued by Investec. For information on the fees and charges relating to an Investec financial product, please refer to the 'Fees and Charges' sections in the relevant Product Disclosure Statement.

If a financial planner, adviser or another party ('Introducer') refers you to Investec and you acquire an Investec product and this referral is approved by you, Investec may pay the Introducer a fee. Investec reserves the right to decide whether it will make these referral payments and the basis on which they are calculated and paid.

## Complaints

If you have a complaint, please raise it with us. All complaints should be in writing, addressed to:

### Complaints Officer – Head of Compliance

Investec Bank (Australia) Limited  
GPO Box 2539 SYDNEY  
NSW 2001

We will try and resolve your complaint quickly and fairly and within 3 days of receiving the complaint. If you are not satisfied with the outcome of the above process, or our determination, you have the right to refer the matter to the Financial Ombudsman Service (FOS).

FOS is an independent body that has been established to provide free advice and assistance to consumers to help in resolving complaints relating to the financial services industry. Further details about FOS are available at the FOS website: [www.fos.org.au](http://www.fos.org.au). FOS can also be contacted by telephone on 1300 78 08 08 or email [info@fos.org.au](mailto:info@fos.org.au)

## Contact details

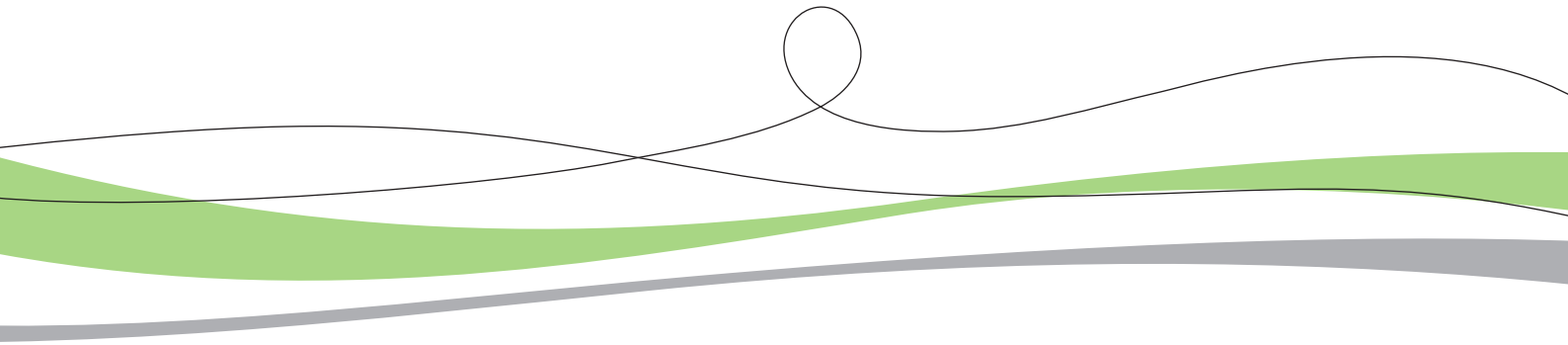
You may provide instructions to us by contacting us directly. You may contact us using the details below.

### Investec Bank (Australia) Limited

Sydney	Melbourne	Brisbane	Perth	Adelaide
Level 31, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000	Level 49, 120 Collins Street, Melbourne VIC 3000	Level 31, Riparian Plaza, 71 Eagle Street, Brisbane QLD 4000	Suites 9 & 10, 62 Ord Street, West Perth WA 6005	First Floor, 337 South Terrace, Adelaide SA 5000
GPO Box 2539, Sydney NSW 2001		GPO Box 5226, Brisbane QLD 4001	PO Box 1159 West Perth WA 6872	PO Box 7299 Hutt Street, Adelaide SA 5001
T: (61-2) 9293 2099 F: (61-2) 9293 2166	T: (61-3) 8660 1070 F: (61-3) 8660 1077	T: (61-7) 3018 8199 F: (61-7) 3018 8190	T: (61-8) 9214 4500 F: (61-8) 9322 7533	T: (61-8) 8203 9100 F: (61-8) 8227 0066

[www.investec.com.au](http://www.investec.com.au)





## Contacts

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*Out of the Ordinary®*

