

# WINGATE

## Wingate Cash Management Trust – Terms and Conditions

This Agreement contains the terms and conditions (**Terms**) on which Wingate Financial Services Pty Ltd ACN 106 480 602 (**Wingate**) permits users (referred to as **you** or **your**) to access the Wingate Cash Service (as defined below).

1. You agree to be bound by these Terms by signing this Agreement. If you do not accept these Terms, you will not be able to access the Wingate Cash Service.
2. Wingate will provide a service for holding cash on your behalf while waiting for other Wingate investment opportunities (**Wingate Cash Service**). The cash will be held by Wingate in an account with ANZ
3. This offer is only available to investors with a minimum initial balance of \$100,000.
4. We may from time to time review and update these Terms, including to take account of new laws, regulations, products or technology. Your access to the Wingate Cash Service will be governed by the most recent Terms posted on Wingate's website (**Website**). By continuing to access the Wingate Cash Service, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.
5. We or you may cancel your access to the Wingate Cash Service and terminate these Terms and your access to the Wingate Cash Service immediately without cause at any time by notifying you in writing.
6. We may suspend your access to the Wingate Cash Service where we consider it reasonably necessary to do so to prevent a breach of these Terms or as required by law.
7. Upon termination of these Terms, you will no longer have access to the Wingate Cash Service. Your Cash Balance (as defined below) in the Wingate Cash Service will be transferred to you unless prevented by law.
8. Wingate agrees to hold cash on your behalf on the following terms:
  - (a) Wingate holds your cash (**Cash Balance**) on your behalf in a trust account with ANZ. Wingate holds the account with ANZ in its name as bare trustee for you and other investors.
  - (b) Wingate is not entitled to withdraw any amounts from your Cash Balance in the Wingate Cash Service, except in accordance with a direction from you, including any standing directions given by you under these Terms or otherwise given by you to Wingate from time to time.
  - (c) The Wingate Cash Service cannot be used by you for regular transactional purposes or any other purpose except to hold Cash Balances pending investment into Wingate related investments. Amounts can be deposited into the Wingate Cash Service only by electronic transfer through Wingate and not by visiting an ANZ branch.
  - (d) You direct Wingate to deduct from your Cash Balance any amounts payable in connection with your investments in a Wingate investment opportunity (including settlement amounts, fees, interest and any other costs, charges) and any fees payable to Wingate under these terms and conditions.
  - (e) You authorise Wingate to receive from ANZ (or to deduct from your Cash Balance and retain) any interest payable by ANZ in excess of the interest rate payable to you, as specified in the most recent Fact Sheet for the Wingate Cash Service published on the Website.