

# Macquarie Wrap

## International listed securities trading registration form

Macquarie Investment Management Limited ABN 66 002 867 003 AFSL 237492 RSEL L0001281  
Macquarie Bank Limited ABN 46 008 583 542 AFSL 237502 is the issuer of the Macquarie Cash Management Account,  
Macquarie Consolidator Cash Account and Macquarie Wrap Cash Account

**Use this form to register your eligible Macquarie Wrap investment account to trade in eligible international listed securities on approved exchanges. The available markets may vary at any time without notice.**

### Approved exchanges

Asia Pacific	United Kingdom	Europe	United States	Canada
<ul style="list-style-type: none"><li>• Hong Kong Stock Exchange</li><li>• New Zealand Stock Exchange</li><li>• Singapore Exchange</li><li>• Tokyo Stock Exchange</li></ul>	<ul style="list-style-type: none"><li>• London Stock Exchange</li></ul>	<ul style="list-style-type: none"><li>• Germany Xetra</li><li>• France Euronext Paris</li><li>• Switzerland SIX Swiss Exchange</li><li>• EuroNext Amsterdam</li><li>• EuroNext Brussels</li><li>• EuroNext Lisbon</li></ul>	<ul style="list-style-type: none"><li>• New York Stock Exchange</li><li>• NASDAQ</li><li>• NASDAQ Global Select</li><li>• New York Stock Exchange Arca</li></ul>	<ul style="list-style-type: none"><li>• Toronto Stock Exchange</li><li>• TSX Venture Capital</li></ul>



**IMPORTANT: You are only eligible for this service if you are an Australian resident for tax purposes and you are not a US Reportable Person<sup>1</sup>. You are NOT eligible for this service if you are a:**

- US Reportable Person
- Macquarie employee.

### 1. Account details

Account number:

Account name:

1. You are a US Reportable Person if you are a 'Specified US Person' under the Foreign Account Tax Compliance Act (FATCA) (this includes, but is not limited to, US citizens and US residents for tax purposes) or you are a holder of a US TIN or US Reportable Account. Macquarie cannot offer advice on your FATCA tax status or classification. If you need further support you should visit the IRS website or contact a professional tax adviser.

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## 2. Eligibility criteria (mandatory)

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A. Are you a US Reportable Person<sup>2</sup>?

Yes, you are not eligible to register for this service.

No

B. Are you a Macquarie employee?

Yes, you are not eligible to register for this service.

No

C. Are you an Australian resident for tax purposes?

Yes, please complete the remainder of the form.

No, you are not eligible to register for this service.



**Please note:** that if you choose to invest in international listed securities through this service and you are also a resident of a non-US jurisdiction for tax purposes, Macquarie will assume you are using your Australian tax residency status for the purpose of processing any actions and reporting. You will be subject to the applicable withholding tax on any foreign income derived through your account on this basis.

## 3. Declaration

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Before making the decision to invest in international listed securities, you should be an experienced investor, you should consider seeking independent professional advice before making any decisions about a product or class of products and you should consider the 'Understanding your investments' section of the relevant offer document. **The risks involved with investing in international listed securities are generally higher than investing in securities quoted on the Australian Securities Exchange.**

If your application is accepted by us, you as the Account holder(s):

- have read and agree to the Terms and Conditions for international listed securities (**Terms and Conditions**) as set out in this form
- have read and acknowledge the risks associated with investing in international listed securities as outlined in these Terms and Conditions
- acknowledge that, upon our acceptance of this application, you will have access to invest in international listed securities through your applicable Account
- agree and confirm the existing payment instructions for your Cash Account will apply to investing in international listed securities as agreed in the Macquarie Wrap IDPS Guide
- agree and acknowledge to enter into a foreign currency contract to buy and sell the applicable foreign or local currency upon successful execution of a buy or sell order, corporate action participation and/or receipt of cash proceeds or income
- agree and acknowledge settlement or trades, corporate actions and receipt of income will always be in Australian dollars to the Cash Account
- agree and direct that where corporate action activity results in an entitlement to fractional units or shares, and where fractional units or shares in that security cannot be held, you may receive, in lieu thereof, cash in Australian dollars, of an amount equal to the market value of such fractional units or shares
- consent to the use and disclosure of your personal information to the Authorised Broker and Sub custodians and otherwise in accordance with the Macquarie Group Privacy Policy and the Privacy Statement set out in the relevant Macquarie Wrap IDPS Guide
- agree to the fees applicable to investing in and holding international listed securities as set out in the relevant Macquarie Wrap IDPS Guide
- acknowledge that international listed securities investments through this service are only available to Australian residents for taxation purposes who are not US Reportable Persons
- acknowledge that at the time of submitting this registration form, you are not a US Reportable Person as defined in these Terms and Conditions and will immediately inform us if you become one
- acknowledge you are not subject to any action, sanction or conviction that would prevent us from fulfilling our obligations under these Terms and Conditions
- acknowledge that, these Terms and Conditions (as amended from time to time), will apply throughout the period for which your Account has the international listed securities trading facility enabled.

For personal accounts, all account holders must sign.

For company accounts and trust accounts with a corporate trustee, two directors, a director and a secretary or a sole director must sign.

For trust accounts with individual trustees, all individual trustees must sign.

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2. You are a US Reportable Person if you are a 'Specified US Person' under the Foreign Account Tax Compliance Act (FATCA) (this includes, but is not limited to, US citizens and US residents for tax purposes) or you are a holder of a US TIN or US Reportable Account. Macquarie cannot offer advice on your FATCA tax status or classification. If you need further support you should visit the IRS website or contact a professional tax adviser.

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### 3. Declaration (continued)

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**Please note:** that the directors/company secretary/trustees who sign must be existing account signatories.

Before signing this form, please check each box in confirmation that you have read and understood each of the following points:

I/We declare that at the time of signing this form that the account holder(s) are not a US Reportable Person.

I/We acknowledge and understand that the international listed securities trading facility is not available to a US Reportable Person. Should there be a change in circumstances, I/We will immediately notify Macquarie and make the necessary arrangements to either dispose of any international listed securities holdings held in my/our Account or transfer them via in-specie transfer to another international listed securities provider.

I/We acknowledge that Macquarie has the right to immediately terminate the international listed securities trading facility without notice should they receive information or become aware that a false declaration has been made and/or that there has been a breach of the Terms and Conditions that form part of this registration form.

I/We acknowledge that where the international listed securities trading facility is terminated by Macquarie as set out above, that this may include the disposal of the international listed securities holdings in the Account and Macquarie will not accept liability for any capital gains or losses incurred as a consequence of the disposal.

**Signature**

**Signature**

Full Name

Date

Full Name

Date

Corporate title:

Corporate title:

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### 4. Terms and Conditions for International Listed Securities

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#### Access to Approved Markets

You will have access to approved exchanges across Asia, Europe and North America. In circumstances where new approved exchanges are introduced, your access to these exchanges will be subject to these Terms and Conditions.

#### Withholding tax

1. Unless otherwise stated, holdings in and income from international listed securities will be subject to the maximum withholding tax requirements of the foreign jurisdiction of the relevant approved exchange. Tax treaty rates will not apply.
2. Any dividend, interest or any other cash payments to which you are entitled in relation to any international listed securities held on your behalf, may be credited to your account net of any withholding taxes and other applicable charges.

#### Global tax services

3. We will not facilitate tax reclaims on behalf of the investor or issue tax vouchers for investors to perform their own reclaim.

#### Pricing

4. International listed security prices quoted will be the closing market price for the latest available date with the foreign exchange rate being the closing London 4pm mid spot rate.
5. You or your Representatives are solely responsible for sourcing up-to-date price information in respect of international listed securities before placing an order. Price information provided by us or our Agents is indicative only and we make no warranty as to the accuracy and currency of price information.

#### General

6. These Terms and Conditions apply to all dealings between you and us, for the duration of the period for which your Account has the international listed securities trading facility enabled.

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## 4. Terms and Conditions for International Listed Securities (continued)

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7. You agree to appoint us to arrange facilities for execution of international listed security trades on approved exchanges, to arrange associated settlement and custody services, and to appoint a Sub custodian on your behalf subject to clause 10 of these Terms and Conditions.
8. You agree that when dealing in international listed securities, under these Terms and Conditions you do not have the right to obtain physical delivery of the international listed securities. This means that, the international listed securities will be held in custody for you by the Sub custodian or its delegate(s) on your behalf. You also agree that our Sub custodians or its delegate(s) may exercise any rights that we may have under these Terms and Conditions.
9. You agree to pay us all fees and charges associated with investing in international listed securities and indemnify us for any liabilities arising from the operation of Cash Accounts by us on your behalf.
10. You agree that we may have arrangements with Sub custodians and those Sub custodians may have arrangements with other Sub custodians to enable the provision of the international listed securities services to you.
11. You agree that you will complete any further documentation when required by us to satisfy any statutory or regulatory requirements associated with these Terms and Conditions or as required by any Sub custodian, including provision of taxation declarations and residency declarations. You must as soon as practicable advise us of any material change in your circumstances that would invalidate any such taxation and residency declarations already provided. If we are so advised, we are entitled to terminate the services provided to you immediately, and the provisions of clause 16 of these Terms and Conditions will apply.
12. You agree to indemnify us and our Agents against liability arising from your failure to satisfy any Applicable Laws.
13. You agree to indemnify us and our Agents, against any actions, claims, demands, proceedings, costs, damages, expenses, liabilities and losses including legal costs paid, suffered or incurred in connection with these Terms and Conditions except where caused by our negligence or wilful misconduct.
14. You agree we are not liable to you for the acts or omissions of our Agents, except where we have been negligent or we have engaged in wilful misconduct.
15. We may, at our discretion, vary these Terms and Conditions at any time with seven (7) days prior written notice to you or by issuing a notice on our **website [macquarie.com.au](http://macquarie.com.au)**. When exercising this right we will do reasonably.
16. Either you or we may terminate this agreement as set out in these Terms and Conditions at any time and for any reason by giving no less than seven (7) days prior written notice to the other.
17. In addition to our other rights under these Terms and Conditions, upon termination of this agreement:
  - a. any open parcels of international listed securities will need to be sold down by your Representative
  - b. accounts which are closed will automatically be deregistered from international trading
  - c. any previously arising rights and obligations of either you or us will not be affected
  - d. we and our Sub custodian(s) may enter into transactions to settle or otherwise extinguish or off-set obligations incurred by us or them in relation to your Account prior to termination.
18. Notwithstanding clauses 15 and 16 above, Macquarie may at any time terminate the agreement between you and us governed by these Terms and Conditions immediately and without notice if Macquarie determines that a false declaration has been made and/or that there has been a breach of these Terms and Conditions. In such an event, Macquarie may dispose of the international listed securities holdings in your account and Macquarie will not be liable for any capital gains or losses incurred by you as a consequence of this disposal.

### Order execution, settlement and cancellations

19. The Authorised Broker is entitled to modify, reject, cancel or reverse a transaction or order without prior notice to us where they or a relevant regulatory body has required modification, rejection, cancellation or reversal for market integrity reasons, or where the modification, rejection, cancellation or reversal is required under Applicable Laws, including the applicable rules and regulations of the approved exchanges on which you trade. The Authorised Broker shall inform us within a reasonable time after such modification, rejection, cancellation or reversal.
20. In achieving best execution, the Authorised Broker will take into account a number of factors including price, costs, speed, likelihood of execution and settlement (liquidity), size, nature, type and characteristics of financial instrument, characteristics of the possible execution venues and any other consideration relevant to the execution of the order. While price is generally a key factor, the overall value to a client of a particular transaction may be affected by the other factors listed above. The relative importance of each of the factors will differ depending on the characteristics of your order, the characteristics of the financial instruments to which your order relates; and the characteristics of the venues (if there is more than one) where we are able to execute your order.
21. Orders to buy or sell international listed securities can only be placed where there are cleared funds in your Cash Account to cover all costs associated with any purchase or the number of units of international listed securities to be sold is equal to or less than that currently held on your behalf.
22. You may only place orders to buy or sell international listed securities at limit and these will expire if the trade is unfilled or partially filled by the end of the foreign stock exchange trading day. Unfilled or partially filled orders which have expired will need to be resubmitted and costs treated as a new order.
23. The limit price specified for an order in an international listed security on an approved exchange will be denominated in the relevant local currency. You will be required to settle the value of executed orders in Australian dollars and you acknowledge that you may be subject to foreign currency movements that may impact the required settlement amount.

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## 4. Terms and Conditions for International Listed Securities (continued)

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24. At the time of execution the international broker will agree a forward exchange rate with us on your behalf. Your final settlement price will reflect this agreed exchange rate.
25. You may only place orders to buy or sell international listed securities in compliance with the applicable rules and regulations of the relevant approved foreign securities exchange and associated foreign jurisdiction in which you trade.
26. You may not place orders to buy or sell international listed securities in any manner which could:
  - a. have the effect of manipulating or distorting a market
  - b. cause a false or misleading impression in relation to the price, volume or level of supply or demand for international listed securities
  - c. have no commercial purpose (eg "wash trades")
  - d. assist a misuse of information
  - e. prejudice access to a trading or clearing system, or
  - f. be considered an opinion, abuse or take an unfair advantage of the nature or characteristics of the international listed securities trading service or an approved exchange.
27. You acknowledge that we, our Agents and the Authorised Broker are entitled to modify, reject, cancel or reverse a transaction or order for international listed securities without any prior notice where:
  - a. you have not complied with your obligations under these Terms and Conditions including as they relate to the above requirements for 'Order execution, settlement and cancellations'
  - b. required by the Applicable Laws, regulations or the rules of the approved exchange, or
  - c. we, our Agents or the Authorised Broker are required to take action for market integrity reasons or have received instruction from any relevant regulatory body.
28. You acknowledge from time to time that the Authorised Broker may pass an order on to a related entity or another international broker to execute.
29. You may request cancellation of an open order recorded by us at any time following the placement of the order and before the order is executed by the Authorised Broker. Notwithstanding, in some instances cancellation requests may not be fulfilled if you have not provided sufficient notice prior to us or our Agents passing the order to the Authorised Broker.
30. We will use our reasonable endeavours to execute or arrange execution of your instructions. You agree we will not be responsible for delays or errors in the transmission or execution of your orders, and you acknowledge that international time differences and timing of public holidays or other similar observances may lead to delays in receipt of instructions and execution by the Authorised Broker.

### Corporate actions

31. We will make reasonable endeavours to notify you or your Representatives of any proposed corporate action provided we or our Sub custodian receive timely notice of such actions, however in the absence of giving you such notice you agree we will not be liable for a failure to notify you. You or your Representatives must provide us with written instructions as to the action you desire to take, within the specified time, and if you do not do so we will not be liable for any failure to take action in relation to proposed corporate actions.
32. We will not support dividend reinvestment plans if issued or offered for international listed securities you have holdings in. We are not obliged to provide you with any notice of a general meeting of an issuer of international listed securities and you are not entitled to exercise voting rights in relation to any international listed securities or to attend any such general meeting.
33. We will not provide you with copies of annual reports or company announcements of an issuer of international listed securities.
34. You acknowledge that the default corporate action instruction is cash in the local currency of the international listed security on the approved foreign exchange. We or the Sub custodian are not obliged to participate in any corporate actions which result in the receipt of an asset other than an approved international listed security.
35. You acknowledge and direct that where a corporate action event results in an entitlement to fractional units or shares in a security, we are authorised to realise your entitlement to the fractional units or shares and provide you with, in lieu thereof, cash in Australian dollars, in an amount equal to the market value of such fractional units or shares at the time of the disposal.

### Foreign exchange

36. You agree that you will bear the foreign exchange risks of trading in international listed securities including, but not limited to, the risks of cash held, of dividends or other income payments received, of expenses or other liabilities incurred and of exchange controls or other laws that may prohibit or impose costs on transfers of international listed securities or cash or accounts held in countries outside Australia or denominated in currencies other than Australian dollars.
37. You acknowledge your international listed securities will be denominated in a currency other than Australian dollars. Adverse foreign exchange rate movements may more than offset international listed securities price(s) gains.
38. You agree that we will not be liable for any loss suffered by you as a result of the conversion of an amount to or from Australian dollars or as a result of the timing of the conversion.

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## 4. Terms and Conditions for International Listed Securities (continued)

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### Political and regulatory risk

39. You acknowledge your international listed securities will be held in custody in jurisdictions outside Australia by our appointed Sub custodian. Securities in the custody of the Sub custodian may be subject to risk arising from change to the political, legal, regulatory or commercial environment of the country of the international listed securities exchange or Sub custodian.
40. You acknowledge and accept to be bound by the local laws, rules, customs, usages and practices, including taxation, of the country in which any dealing is either wholly or partly transacted under these Terms and Conditions.

### Definitions

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**Account** means your Macquarie Wrap investment account.

**Agents** means, as the context permits or requires, our validly appointed administrators or service providers, including any custodian, Sub custodian(s) or the Approved Broker.

**Applicable Laws** means the laws applicable in Australia or in the jurisdiction in which the international listed securities are listed.

**Approved Exchanges** means a foreign stock exchange approved by us for the purpose of trading in international listed securities for clients.

**Authorised Broker** refers to any broker appointed to execute orders on the Approved Exchange.

**Cash Account** means your Macquarie Consolidator Cash Account, Macquarie Cash Management Account or Macquarie Wrap Cash Account, as applicable for your Account.

**International listed securities** means approved platform securities listed on eligible exchanges and includes, but is not limited to, fully paid ordinary shares or common stocks.

**Representatives** mean adviser, intermediary, support staff or a person that acts on your behalf or on behalf of another account holder.

**Sub custodian** refers to any Sub custodian appointed to hold in custody international listed securities in the foreign jurisdiction of the relevant approved exchanges.

**Terms and Conditions** means these Terms and Conditions for International Listed Securities.

**US Reportable Person** means a person that is a 'Specified US Person' under the Foreign Account Tax Compliance Act (FATCA) (this includes, but is not limited to, US citizens and US residents for tax purposes) or a holder of a US TIN or US Reportable Account.

**We, us, our** means Macquarie or our Agents.

**You, your, yours** means the client, Account holder or Representative acting on behalf of the client or account holder.

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### Sign

- ☒ Wet signature, or
- ☒ Electronic signature from an approved provider.

Visit Adviser Help Centre to view our requirements.

### Need Help?




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If you're an adviser, you can visit **Adviser Help Centre** or chat to us through Adviser Online

If you're a client, you can visit our **Personal Help Centre**, speak to your adviser, or call us on 1800 025 063

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### Submit

-  Upload to **Request Centre** (advisers only)
-  Email to **wrapsolutions@macquarie.com**
-  Mail to **Macquarie, GPO Box 4045, Sydney NSW 2001**