

PROMOTER'S DISCLOSURE STATEMENT AND OWNERSHIP AGREEMENT

1. Definitions

"Horse" means the horse registered with the Registrar of Racehorses

2. General

2.1 Name and Registered Office of the Promoter, and where the Promoter is incorporated:

Clanbrooke Pty Ltd, 21 Miniata Walk, Vermont South, 3133
Incorporated in Victoria, **ACN** 005 894 413
AFS Licence No. 260214

2.2 Names and addresses of all Directors:

Dean Humphries, 21 Miniata Walk, Vermont South, 3133
Jan Humphries, 21 Miniata Walk, Vermont South, 3133

2.3 The undersigned parties agree that they purchase the Horse as co-owners with a view to sharing enjoyment of the Horse as a racehorse

2.4 The number of shares in the Horse:

2.5 The purchase price of each share: \$13,500 per 10% share, \$6,750 per 5% share or \$ 2.5% shares available at \$3,725.

2.6 Partnership commenced on:

1st May, 2009

3. The Horse

3.1 A description of the Horse/s:

Horse 1. Foaled 05.10.2007, Bay or Brown Colt, by Secret Savings from Riyah.
Horse 2. Foaled 19.11.2007, Brown or Black Filly, by Danzero from Viva Miranda
Horse 3. Foaled 26.09.2007, Chestnut Colt by Keltrice from Ryola Rose

3.2 A statement as to whether the horses are registered, if registered the Registration number:

Unregistered

3.3 If not, has an Application to Register or Transfer been submitted to a Principal Club?

No

3.4 Details of the racing performance(s) of the horse/s (if raced):

Unraced

3.5 Details of the performances of the Sire/s:

Horse 1. SECRET SAVINGS spent his formative racing years in North America where he won 5 races, none at stakes level. Transferred to the Gai Waterhouse stable at 6, **SECRET SAVINGS** went on to race only 4 times on Australian turf, winning three races – the AJC Doncaster H. [**G1**] in track record time, the **G3** STC Frederick Clissold H. and the **G3** NJC Newcastle H. At stud, **SECRET SAVINGS** is the sire of 277 winners from 436 runners incl. 17 stakes winners.

Horse 2. DANZERO, son of **DANEHILL**, won the Golden Slipper [G1] as well as the VATC Blue Diamond Prelude [G3] as a juvenile, retiring to stud at 3 following a limited 9 start career resulting in 4 wins and 3 placings. Champion 2YO Sire for 2003-04, **DANZERO** finished 4th that year on the General Sires table (by earnings). **DANZERO** is now the sire of 32 **SW**'s (6 x **G1** winners)

Horse 3. KELTRICE, a son of one of the first International shuttlers in French sire **KENMARE**, won the Flemington Lightning S. [G1] amongst 5 wins, and was placed at Group level on a further 9 occasions (incl. 2d Caulfield Blue Diamond S. [G1]). At stud, Victorian-based **KELTRICE** has proven an incredibly consistent sire, maintaining a runners-winners ratio above 65% which includes 9 stakes winners.

3.6 Details of the performances of the Dam/s:

Horse 1. This is the 2nd foal for winning dam and metropolitan placegetter RIYAH. Her first foal is a 2YO.

Horse 2. This is the 4th foal for VIVA MIRANDA, the lightly raced dam of this filly. She has one winner at the track to date.

Horse 3. RYOLA ROSE, the dam of this colt, has produced 5 winners incl. 4 multiple winners, the most noted being **SP Kelthorpe**, the stoic galloper who has notched 10 wins and 21 placings to date.

3.7 Name of the proposed Trainer and where the horse/s is to be stabled:

Horse 1. To be trained by Tony Vasil at Caulfield

Horse 2. To be trained by Heath Connors at Caulfield

Horse 3. To be trained by Robert Smerdon at Caulfield

3.8 How did the Promoter obtain the horse/s?

Horse 1. Purchased at the Adelaide Magic Millions Yearling Sale.

Horse 2. Purchased at the Melbourne Premier Yearling Sale

Horse 3. Purchased at the Adelaide Magic Millions Yearling Sale.

3.9 Date of Purchase:

Horse 1. March 10, 2009.

Horse 2. March 1, 2009

Horse 3. March 10, 2009

3.10 A Valuation by a qualified bloodstock valuer approved by the Federation of Australian Bloodstock Agents - Aust., who is independent of the Promoter: Valuation as per market value

3.11 A Veterinary Certificate prepared by a qualified Veterinary Surgeon, including a statement of opinion as to whether the horse/s is fit for the purpose for which the Syndicate/Partnership is being formed:

Veterinary Certificate on request

3.12 A statement disclosing the full particulars of any lease agreement that will affect the Syndicate/Partnership:

N/A

4. Insurance

4.1 The Horse/s will be insured (**Leased horses excepted**) against death or

destruction from the moment of purchase (as stated in clause 3.9) for a period of twelve months with a reputable Equine Insurance Company.

- 4.2** At the end of the twelve month period, Members may elect to;
- a) continue to insure their share
 - b) cease insurance cover.

5. Managing Owner

- 5.1** The co-owners appoint Aquanita Racing to be the managing owner of the horse/s.
- 5.2** The managing owner's duties shall include:
- a) acting for the co-owners in accordance with the Rules of Racing;
 - b) doing all things on behalf of the co-owners as authorized by the co-owners to do;
 - c) receiving notice of any matter on behalf of the co-owners and informing them of said notice;
 - d) keeping the accounts of the co-owners;
 - e) ensuring that all co-owners are aware of the date on which any amount payable by them under clause 4.5 falls due;
 - f) keeping all owners regularly informed of the progress and welfare of the Horse



**AGREEMENT FOR TRAINING
SERVICES**

SCHEDULE

Training Company

C/- Dominion Private Clients Pty Ltd GPO Box 2183 Melbourne Victoria 3001

Trainer

Horse 1. To be trained by Tony Vasil at Caulfield

Horse 2. To be trained by Heath Conners at Caulfield

Horse 3. To be trained by Robert Smerdon at Caulfield

Owner Name _____

(if multiple owners as Owner of the share recorded by the Registrar of Racehorses)

Address (residential) _____

Email _____

Telephone _____

Horse/s: **Horse 1.** Foaled 05.10.2007, Bay or Brown Colt, by Secret Savings from Riyah.

Horse 2. Foaled 19.11.2007, Brown or Black Filly, by Danzero from Viva Miranda

Horse 3. Foaled 26.09.2007, Chestnut Colt by Keltrice from Ryola Rose

IMPORTANT NOTICE

1. *The terms of this Agreement are contained in this Schedule and the attached Terms and Conditions of Training Services.*
2. *This Agreement applies to all horses trained by the Training Company for the Owner as recorded by the Registrar of Racehorses unless a new agreement is entered into.*
3. *Owning and racing horses is a risky activity and the Owner accepts all risks (see clause 31).*

The Owner has read, understands and agrees to the terms of this Agreement contained in this Schedule and the attached Terms and Conditions.

Signed by the Owner

date:

Signed by a representative of the Training Company

date:

TERMS AND CONDITIONS OF TRAINING SERVICES

These terms and conditions together with the Schedule are the terms and conditions under which the Owner agrees to have the Owner's Horse or Horses trained by the Training Company and the designated Trainer, with the support of Aquanita acting on behalf of the Training Company.

These terms and conditions are on the Aquanita website (www.aquanita.com.au) and will be referred to on the monthly accounts rendered to Owners by Aquanita on behalf of the Training Company. By paying such an account the Owner accepts and agrees to be bound by these terms and conditions.

The Owner agrees that these terms and conditions are reasonable and that the Owner will be bound by these terms and conditions without exception.

Definitions

"Agreement" means the Agreement for Training Services.

"Agreement for Training Services" means these terms and conditions and the Schedule.

"Aquanita" means Aquanita Management Services Pty Ltd. (ACN 100 568 769) of Dominion Private Clients, Level 10, 350 Collins Street, Melbourne in the State of Victoria.

"Designated Group Race" means a group 1, 2 or 3 race, as defined in the Rules of Racing.

"Horse" or "Horses" means the horse or horses being trained by the Training Company for the Owner at any time as recorded by the Registrar of Racehorses (and if there are multiple owners in the shares recorded by the Registrar of Racehorses).

"Owner" or "Owners" means the owner or owners of the Horse or Horses and, if there is more than one Owner, in the shares recorded by the Registrar of Racehorses.

"Registrar of Racehorses" means the registrar appointed by Racing Information Services Australia Pty Ltd (ACN 105 994 330) of Level 7, 51 Druitt Street, Sydney in the State of New South Wales.

"Rules of Racing" means the rules from time to time laid down by the principal racing or jockey clubs in the States or at the venues where the Horse is racing.

"Schedule" means the page that precedes these terms and conditions and contains details of the parties and other information.

"Services" means the services provided by the Training Company for the Owner in accordance with this Agreement and in particular clauses 1 and 2.

"Training Company" means the company described in the Schedule which provides the Services and employs the Trainer.

"Trainer" means the trainer described in the Schedule who is employed by the Training Company and nominated by the Owner to train the Owner's Horse.

Training Services

1. The Training Company is authorised by the Owner to and the Training Company will, in its sole and absolute discretion, do all things it considers reasonably necessary or expedient to maintain, care for, train and attend to the needs of the Horse including, without limitation, engaging suppliers to provide veterinary, farrier, transport and agistment services and entering into agreements with those suppliers on behalf of and as agent for the Owner. This authority extends not only to day to day matters but also to emergencies involving the Horse. The Training Company and Trainer may, at their discretion, consult with the Owner when making any such decisions.
2. The Training Company may enter the Horse in such race or races as it considers appropriate. While it will use its best endeavours to enter the Horse in such race or races as it considers appropriate, it accepts no responsibility if for any reason it fails to do so.
3. **Training Company agent for Owner**
4. The Owner authorises the Training Company to enter into agreements with the suppliers of the services referred to in clause 1 and appoints the Training Company its agent for that purpose.
5. **Owner's Acknowledgement**
6. The Owner acknowledges that the Training Company uses the services of Aquanita to assist in the provision of the Services to the Owner, such services include but are not limited to rendering accounts, collecting debts and paying creditors. The Owner agrees to comply with all requests from Aquanita acting in this capacity but accepts that the contractual relationship for the training of the Owner's Horse is between the Owner and the Training Company and not between the Owner and Aquanita.
7. **Insurance**
8. The Training Company will not insure the Horse and is not obliged to insure against any claim, loss, damage or expense arising from this Agreement.
9. The Owner acknowledges that insurance of the Horse is its sole and exclusive responsibility. If the Owner elects not to effect insurance, it acknowledges that it assumes all risk, liability and expense associated with the handling and training of the Horse.
10. **Charges and Payment**
11. The Owner will pay the Training Company the training fees fixed by the Training Company from time to time.
12. The Owner will pay, when requested, all expenses incurred by the Training Company in providing the Services including, without limitation, veterinary, transport, farrier, agistment and race entry and attendance fees. If an

expense exceeds \$5,000 the Training Company may require payment by the Owner in advance, failing which the Services may not be provided.

13. Subject to clause 12, accounts for the training fees and other expenses will be rendered to the Owner by Aquanita on behalf of the Training Company monthly or at such other times as the Training Company determines and must be paid by the Owner by the end of the month following the month the account is rendered, as disclosed on that account. Such accounts will include GST.
14. Unless the Training Company agrees otherwise, the Owner will provide the Training Company with a signed authority to debit amounts owing under this Agreement directly against a nominated bank account or credit card facility held by the Owner. This authority will not be exercised earlier than the due date for payment of the amounts outstanding.
15. If the Owner owns less than 100% of the Horse and requires an individual account, the Training Company reserves the right to charge a \$10 administration fee for each account requested and issued.

16. **Default**

17. Should an Owner default with any payment (including a dishonoured debit request against the Owner's nominated bank account or credit card) the Training Company reserves the right to charge and the Owner agrees to pay the Training Company interest on the amount outstanding at the rate prescribed by the Penalty Interest Rates Act 1983 (Vic) from the date of default until payment in full plus a default fee of \$50.00 every time payment of an account is overdue.

18. Should the Owner default under the terms of this Agreement, the Training Company may retain possession of the Horse and the registration or identification papers for the Horse until such default has been remedied. The Owner agrees that under no circumstances will a Horse or identification or registration papers be released until all monies owing to the Training Company have been paid and all defaults by the Owner remedied.

19. In the event of the Owner's default:

- (a) the Training Company will continue to maintain and care for the Horse although it may elect to cease providing training services;
- (b) the Training Company may refuse to enter the Horse for any race; and
- (c) while the Horse remains in the care of the Training Company, the Owner will nevertheless continue paying the Training Company the training fees and expenses ordinarily payable under this Agreement it being agreed, without prejudice to any other rights the Training Company may have, to be reasonable compensation for the ongoing care and maintenance of the Horse.

20. If the Owner is in default for more than 90 days or to the extent of \$10,000 or more, and fails to remedy that default within 7 days of a notice in writing informing the Owner of the intention to sell the Horse, the Training Company may sell the Horse by auction or private sale on such terms as are reasonable and apply the proceeds to the amount outstanding. Should the proceeds received by the Training Company from the sale of the Horse be less than the amount outstanding, the Owner will pay the Training Company the difference immediately upon receipt of a demand in writing. If the price obtained is greater than the amount outstanding, the Training Company will account to the Owner for any surplus, after deducting amounts that may be owed by the Owner to the Training Company under this Agreement. The Owner hereby irrevocably appoints the Training Company as its attorney with power to execute all documents necessary to effect such a sale.

21. The Owner will pay to the Training Company on demand all costs and expenses incurred by the Training Company and Aquanita (including legal costs on an indemnity basis) in attempting to recover any amount owing or to have any default remedied under this Agreement.

22. The Owner may not withhold payment of any monies owing to the Training Company because of any dispute or claim.

23. Under no circumstances will the Owner have any claim for loss or otherwise against the Training Company as a consequence of the Training Company exercising any of its rights in this Agreement.

24. **Change of Ownership**

25. If an Owner or the Owner of a share of a Horse wishes to sell or lease all or part of that Owner's share, that Owner must:

- (a) pay and continue paying all amounts owing by that Owner to the Training Company until clause 25(b) has been met;

- (b) if a share of the Horse only has been sold or leased, procure the new Owner to sign this Agreement;

26. and until these conditions have all been met the Owner's obligations under this Agreement continue and the new owner's interest in or ownership of the Horse will not be registered with the racing authorities.

27. **Commission on Sale**

28. If the Horse was purchased by the Training Company or the Training Company was the successful bidder buying the Horse on behalf of the Owner and, during, at the end of, or within 12 months of this Agreement ending, the Horse is sold by the Owner for more than the gross purchase price, the Owner agrees to pay the Training Company a commission equivalent to 5% of the gross sale price upon completion of the sale.

29. **Racing Silks**

30. The Owner agrees that the jockey engaged to ride the Horse will wear the racing silks of Aquanita, unless 100% of the Owners of the Horse agree to an alternative design of silks for the jockey to wear. If Aquanita silks are worn they will be provided by Aquanita on loan for that race. If the Owner's silks are worn they will be provided by the Owner.

31. **Prize Money**

32. In the event of the Horse winning prize money the Owner will:

- (a) pay the Training Company everything a licensed trainer is entitled to under the Rules of Racing including, without limitation, a share of the prize money together with any other payments; and
 (b) if it is a Designated Group Race pay the Training Company if requested an additional 5% of all prize money or starters subsidies.

33. If requested by the Training Company, the Owner will sign a letter, and do everything else required, to direct the relevant racing authority to pay all prize money won by the Horse to the Training Company. The Training Company will credit the prize money to the Owner's account, apply it against any outstanding amounts owing by the Owner to the Training Company, retain in the Owner's account an amount equal to one month's average sum payable to the Training Company by that Owner and then pay any balance to the Owner or into a nominated account or accounts of the Owner.

34. **Breeding**

35. Should the Owner during, at the end of, or within 12 months of this Agreement ending retire the Horse and send it to stud as a stallion, the Owner will, if requested by the Training Company, provide the Training Company with one breeding right for each breeding season in which the Horse participates and one right in each hemisphere if the Horse participates in both the northern and southern hemispheres.

36. While it is the Training Company's responsibility to utilise the breeding rights the Owner will provide reasonable assistance if requested.

37. The breeding rights do not:

- (a) accrue to subsequent seasons if not used; or
 (b) entitle the Training Company to any additional rights if unsuccessful in producing a live foal.

38. In the event that the Training Company receives a commission in accordance with clause 20 of this Agreement the Training Company's breeding rights will cease from the date of receipt.

39. The Training Company may assign one or more of its breeding rights as it sees fit provided that before assigning all of its breeding rights it must inform the Owner and give the Owner the opportunity to match the offer made to the Training Company for those rights.

40. In the event that the Owner sells the Horse while the Training Company still has breeding rights the Owner will pay the Training Company as compensation an amount equal to 2% of the gross sale price received by the Owner within 30 days of Owner receiving that price.

41. **Promotion and Merchandising**

42. The Owner irrevocably grants a non-exclusive licence to Aquanita at no cost to:

- (a) use the name, image and reputation of the Horse to promote Aquanita, the Training Company and Trainer; and
 (b) use the name, image and reputation of the Horse on products or services for merchandising purposes,

43. **Exclusion from Liability**

44. The Owner acknowledges that owning and racing horses is a risky activity that may result in injury to the Horse and therefore agrees that under no circumstances will the Training Company be liable in negligence or otherwise for any injury, loss or damage arising in any way from the provision of the Services by the Training Company or that of its employees, agents, suppliers or otherwise and, in particular, the Training Company will not be liable for any indirect or consequential loss.

Representations and Warranties

45. The Owner acknowledges that the only warranties or representations upon which the Owner has relied in entering into this Agreement are those contained in this Agreement.

46. To the extent permitted by law, all conditions and warranties (whether as to quality, fitness or otherwise) expressed or implied by statute, common law, equity, trade, custom, the racing industry or otherwise are expressly excluded.

47. The liability of the Training Company for breach of any warranty or express or implied condition of the Agreement, to the extent permitted by law, will be limited, at the option of the Training Company to supplying the Services again or paying the cost of having the Services provided again.

48. **Termination**

49. This Agreement will be terminated:

- (a) by notice in writing to the Training Company from the Owner or, if multiple Owners from more than 50% of the Owners;
 (b) by notice in writing from the Training Company to the Owner or Owners; or
 (c) upon the retirement, death or serious injury of the Horse.

50. If the Agreement is terminated:

- (a) the Owner must pay (and continue to pay) all amounts owed to the Training Company until the time the Horse leaves the control of the Training Company;
 (b) should the Training Company or Aquanita not be able to calculate the total cost of training the Horse up to the time it leaves the control of the Training Company, the Training Company or Aquanita will estimate the likely charges for the period until the Horse is handed over and the Owner will pay that amount before the Horse is

released. The correct amount owing will be calculated as soon as possible, a final account will be submitted to the Owner and any further payment either to or by the Training Company will be made within 7 days of delivery of that notice; and

- (c) The Owner acknowledges that the Horse will only be released by the Training Company if all amounts owed by all Owners are paid in full.

51. **Notice**

52. Any notice given pursuant to this Agreement must be in writing and may be given by pre-paid post addressed to the other party at the address specified in this Agreement or as subsequently notified in writing, or by hand delivery or facsimile transmission to the same address and any such notice will be deemed to have been received:

- (a) if served by post three days after being posted;
 (b) when delivered by hand; or
 (c) if sent by facsimile transmission when the transmitting machine produces a written report that the notice has been effectively sent to the other party.

53. Provided that, if the notice is deemed under clause 37(a) or (c) to have been received on a Saturday, Sunday or a Melbourne bank holiday, it will be deemed to have been received on the next business day.

54. **Miscellaneous**

55. Any failure by the Training Company to insist upon observance by the Owner of any term of this Agreement will not be deemed a waiver of any subsequent breach.

56. If any terms of this Agreement are held to be invalid, void, unenforceable or illegal for any reason, this Agreement will otherwise remain in full force and effect apart from such provision which will be deemed to be deleted or modified to overcome that objection.

57. Variations of the Agreement will be effective only if agreed to by the Training Company in writing.

58. The Agreement will be governed by and construed in accordance with the laws of the State of Victoria and Australia and the parties submit to the jurisdiction of the Victorian and Australian courts.

59.

REGISTRAR OF RACEHORSES

AUTHORITY TO SIGN

(Use a separate form for each horse)

I (name in full) _____ Date of

Birth _____

Address _____

(ph) _____

Authorise the person hereunder:

Sam Doran / Damian Slocum Ph 61 3 9573 3744

To sign on my behalf, the Document/s listed hereunder relating to this racehorse in which I have an interest/shareholding.

Horse Name:

Horse 1. Foaled 05.10.2007, Bay or Brown Colt, by Secret Savings from Riyadh

THESE DOCUMENTS ARE NOT LIMITED TO BUT INCLUDE

DOCUMENT	SIGNATURE REQUIRED OF OWNER/SHAREHOLDER
APPLICATION TO REGISTER A RACEHORSE	
TRANSFER OWNERSHIP OF A RACEHORSE	
LEASE OF A RACEHORSE	
CANCELLATION OF LEASE	
STANDARD SYNDICATE AGREEMENT (relating to members of a registered syndicate)	
STANDARD PARTNERSHIP AGREEMENT (relating to a shareholder in a partnership to be registered)	
DISCLAIMER CONTAINED IN PROMOTER'S DISCLOSURE STATEMENT (relating to a shareholder in a partnership to be registered)	
OTHER FORM (please specify)	
NOTE: BY SIGNING NEXT TO THE NAME OF A DOCUMENT LISTED ABOVE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THE DOCUMENTS AND ITS CONTENTS.	

REGISTRAR OF RACEHORSES

AUTHORITY TO SIGN

(Use a separate form for each horse)

I (name in full) _____ Date of

Birth _____

Address _____

(ph) _____

Authorise the person hereunder:

Sam Doran / Damian Slocum Ph 61 3 9573 3744

To sign on my behalf, the Document/s listed hereunder relating to this racehorse in which I have an interest/shareholding.

Horse Name:

Horse 2. Foaled 19.11.2007, Brown or Black Filly, by Danzero from Viva Miranda

THESE DOCUMENTS ARE NOT LIMITED TO BUT INCLUDE

DOCUMENT	SIGNATURE REQUIRED OF OWNER/SHAREHOLDER
APPLICATION TO REGISTER A RACEHORSE	
TRANSFER OWNERSHIP OF A RACEHORSE	
LEASE OF A RACEHORSE	
CANCELLATION OF LEASE	
STANDARD SYNDICATE AGREEMENT (relating to members of a registered syndicate)	
STANDARD PARTNERSHIP AGREEMENT (relating to a shareholder in a partnership to be registered)	
DISCLAIMER CONTAINED IN PROMOTER'S DISCLOSURE STATEMENT (relating to a shareholder in a partnership to be registered)	
OTHER FORM (please specify)	
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REGISTRAR OF RACEHORSES

AUTHORITY TO SIGN

(Use a separate form for each horse)

I (name in full) _____ Date of

Birth _____

Address _____

(ph) _____

Authorise the person hereunder:

Sam Doran / Damian Slocum Ph 61 3 9573 3744

To sign on my behalf, the Document/s listed hereunder relating to this racehorse in which I have an interest/shareholding.

Horse Name:

Horse 3. Foaled 26.09.2007, Chestnut Colt by Keltrice from Ryola Rose

THESE DOCUMENTS ARE NOT LIMITED TO BUT INCLUDE

DOCUMENT	SIGNATURE REQUIRED OF OWNER/SHAREHOLDER
APPLICATION TO REGISTER A RACEHORSE	
TRANSFER OWNERSHIP OF A RACEHORSE	
LEASE OF A RACEHORSE	
CANCELLATION OF LEASE	
STANDARD SYNDICATE AGREEMENT (relating to members of a registered syndicate)	
STANDARD PARTNERSHIP AGREEMENT (relating to a shareholder in a partnership to be registered)	
DISCLAIMER CONTAINED IN PROMOTER'S DISCLOSURE STATEMENT (relating to a shareholder in a partnership to be registered)	
OTHER FORM (please specify)	
<p>NOTE: BY SIGNING NEXT TO THE NAME OF A DOCUMENT LISTED ABOVE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THE DOCUMENTS AND ITS CONTENTS.</p>	

HOW TO SECURE YOUR SHARE

Once you have read the Ownership Agreement and understood its contents, the following steps need to be put in motion:

1. Read, **SIGN** and **DATE** the 'Agreement for Training Services' (p.4).
2. Complete the 'Authority to Sign' forms (pages 9,10 and 11) which allows Aquanita to sign the Registration papers on your behalf.
3. Decide whether you are paying for the share using either Direct Debit *or* Credit Card (forms included at the end of this document). Payment for shares can also be made using cheque.
4. Complete the Aquanita Racing Direct Debit form which can be downloaded separately in PDF format. The Direct Debit authority relates to *monthly fees* that are invoiced by Aquanita and payments can be deducted from either a bank account or a credit card.

Once all appropriate forms have been completed, they can be returned to:

**CLANBROOKE RACING
BOX 6024
VERMONT SOUTH, 3133**

Payment for Share Purchases will be processed as soon as practical after receipt of documentation.

Promoter's Declaration:

I confirm that:

- (a) The statements contained in the Ownership Agreement in relation to the Syndicate/Partnership are true;
- (b) The Ownership Agreement contains all information which the investors and their advisers would require and reasonably expect to find in an Ownership Agreement for the purpose of making an informed assessment about investment in the Syndicate/Partnership.

Name of Promoter _____ **Dean Humphries** _____

Signature of Promoter _____

Date _____

DIRECT DEBIT REQUEST

Request to establish Debit Authority within the
Direct Debit System

Institution Name:
Institution Address:
City, State and Postcode:

I/We _____ ,
Customer Name(s) giving Direct Debit Request

Customer Residential Address

_____ Postcode _____

Authorise **Clanbrooke Pty Ltd – A.B.N. 43009949593** with User ID Number **203074**

to arrange for funds to be debited from my/our account, held with the Financial Institution identified above, as described in The Schedule below.

Payment Details:

The payment is for: **Purchase of Share**

Identified by Reference Information :
(Loan Number / Policy Number /Membership Number etc.)

The Schedule

Details of account to be debited:

Account held in the name(s) of: _____

Financial Institution's BSB :

Account Number: _____

(Please check with your Financial Institution to ensure the account nominated will facilitate direct debiting. See attached Service Agreement Clause 5.

**Direct Debit Request
Authorisation**

I/We have read and understood the "Service Agreement" overleaf and acknowledge and agree to it.

I/We request this Arrangement remain in force in accordance with The Schedule described above and in compliance with the "Service Agreement" overleaf.

Customer(s) Signature: _____ Date: _____
 _____ Date: _____

DIRECT DEBIT REQUEST

Request to establish Debit Authority within the Direct Debit System

Service Agreement

1. **Clanbrooke Pty Ltd** (the "Debit User") will debit the BSB/Account nominated in The Schedule of this Direct Debit Request as specified.
2. The Debit User will give not less than 14 days written notice to the customer should it propose to vary the arrangements of this Direct Debit Request.
3. The customer(s) may request the Debit User to defer or alter the payment amount specified in the Schedule of this Direct Debit Request. Requests authorising these changes may be made by phoning or visiting any branch of the **Clanbrooke Pty Ltd**. Customer(s) may change the:
 - Due Date of Payment
 - Payment Amount
 - Frequency of Payment

Customer(s) wishing to vary the drawing account details specified in The Schedule of this Direct Debit Request must provide signed authority for
Such changes to be effected.

4. In compliance with the Industry's Direct Debit Claims Process, the Debit User will assist customer(s) disputing any payment amount drawn on the nominated BSB/Account in The Schedule of this Direct Debit Request. The Debit User will endeavor to resolve this matter within the Industry agreed timeframes. Customer(s) may visit any branch of their bank and complete a "Direct Debit System Claim Request" form to initiate the process.
5. The Debit User advises that some Financial Institution accounts do not facilitate direct debits and as such the customer(s) must check with their Financial Institution (Ledger FI) to ensure the account nominated in The Schedule of this Direct Debit Request enables direct debiting.
6. It is the customer(s) responsibility to ensure at all times there is sufficient cleared funds available, at the due date of the debit drawing, to enable payment from the BSB/Account as nominated in The Schedule of this Direct Debit Request.
7. The Debit User advises the debit drawing will be made on the agreed due date as nominated in The Schedule of this Direct Debit Request. When the due date is a closed business day the Debit User will initiate the debit drawing on the next open business date. Customer(s) may direct processing inquiries to their Ledger FI.

A closed business day is defined as any calendar day on which the customer(s) Ledger FI is not open for direct debit processing. That is

- Weekends

- Public Holiday – State
 - Public Holiday – National
8. Where an unpaid debit item is returned by the customer(s) Ledger FI, the Debit User will, in accordance with The Schedule of **Clanbrooke Pty Ltd** Fees & Charges, apply an Outward Dishonor Fee to the customer(s) recipient account.
 9. Customer(s) who wish to cancel this Direct Debit Request must notify the Debit User in writing not less than 7 days before the next scheduled debit drawing. This request may be directed to the Debit User or to their Ledger FI for actioning.
 10. The Debit User requests the customer(s) to direct all inquires, disputes requests for payment changes or cancellation directly to the Debit User.
 11. The Debit User agrees to keep confidential all customer(s) records and account details contained in The Schedule of this Direct Debit Request unless authorised to release such information pursuant to a debit item dispute or similar event where the customer(s) has provided prior consent to do so.

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CREDIT CARD PAYMENT REQUEST

Request to make a credit card transaction

Institution Name: **Clanbrooke Racing**
 Institution Address: **6 Industrial Avenue**
 City, State and Postcode: **Notting Hill, Vic, 3168**

I _____
 Customer Name(s) giving Credit Card Payment Request

Customer Residential Address

_____ Postcode _____

Customer contact phone number/s

Authorise : **Clanbrooke Racing**

to arrange for the card detailed below to be charged for the share / training fees as outlined below.

Payment Details:

The payment is for: **Purchase of Share**

For Syndicate / Partnership:

Card Details

Details of the card to be charged:

Account held in the name of: _____

Card Type : (Visa / Mastercard / Bankcard)

Card Number : _____

Expiry Date : _____

Credit Card Agreement

I have read and understood Clanbrooke's "Terms and Conditions" and "Standard Syndicate Agreement" pertaining to the above mentioned Syndicate / Partnership and acknowledge and agree to all conditions specified.

Please cross out the scenario that is not applicable:

This is a one off payment only and I do not wish my credit card to be charged on more than one occasion.

I request the above specified Arrangement does / does not remain in force on a monthly basis or until I advise a Clanbrooke Racing representative otherwise.

Customer Signature: _____ Date: _____