



ASIC

Australian Securities & Investments Commission

Level 18, No.1 Martin Place, Sydney
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DX 653 Sydney

Telephone: (02) 9911 2000

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16 December 2008

Dear Sir/Madam

I am writing to update you about ASIC's continuing actions on behalf of investors in the failed Westpoint Group, and inform you about a new website and information service for investors that ASIC has created to help keep you informed of developments. This letter outlines the steps you need to take to receive your personal information. If you wish to receive this information, you will need to complete and return the attached Application Form.

While ASIC has no direct role in the liquidation process, it has initiated a number of legal actions against Westpoint company auditors, directors, financial advisors and a trustee over their roles in the collapse of Westpoint, totalling approximately \$549 million. Most recently, ASIC commenced a legal action against KPMG who was the auditor of various companies in the Westpoint Group. The claims allege negligent conduct by KPMG of audits of the financial accounts for the period between 2002 and 2004 and are in the order of \$200 million. If successful these actions may lead to the return of some funds to investors.

New website and information service

ASIC has established a new information service to provide you with a personalised summary of your Westpoint investments based on the information available to ASIC. It will also provide hypothetical examples of possible additional returns on your investment in the event that the many separate actions being undertaken by ASIC and liquidators are successful and the damages claimed can be recovered. You may select to receive this personalised information via ASIC's new password protected website or by post. The hypothetical returns that will be contained in the personalised information are only examples and are heavily dependant on all the qualifications provided with the information. You must not rely on these examples. As with any compensation claim, it is possible that there may be no return from the legal actions.

Attempts by liquidators and ASIC to prove liability and retrieve funds or compensation from the collapse of the Westpoint Group are legally complex and the outcomes are uncertain. We recognise the ability to keep you informed about progress in this regard is also complicated by the need to respect legal confidentiality and the privacy of each investor. For this reason, this new service has been developed to give Westpoint investors direct and confidential access to information about personal investments.

In October 2008, ASIC launched a dedicated (public access) website with information about the legal actions ASIC is taking to recover funds for investors' benefit. The personalised information that ASIC is proposing to provide to you is an extension of the information contained on the public access website about the progress of each of the civil actions taken by ASIC. ASIC will continue to provide investors with general information and support via the websites, telephone and post.

To receive your personal information

Enclosed with this letter is a form entitled 'Westpoint Investor Information Application Form'. If you wish to have access to personalised information, we ask you to fill out and return the form to us in the post-paid self-addressed envelope provided, indicating your preference out of the following options:

1. **Website:** By ticking this option, you consent to your personal information being used to provide you, via the password-protected website, with confidential, personalised information about your Westpoint investments and possible outcomes of each of the civil actions taken by ASIC to retrieve funds for the benefit of investors. ASIC will also use your details to contact you by telephone and post with general (not personalised) updates and information about the civil actions;
or
2. **Post:** By ticking this option, you consent to your contact information being used to provide you, by telephone and post, with confidential, personalised information about your Westpoint investments and possible outcomes of each of the civil actions taken by ASIC to retrieve funds for the benefit of investors. ASIC may also contact you by telephone and post with general (not personalised) updates and information about the civil actions.

As your investments might relate to more than one liquidation, it is possible you may receive more than one letter from ASIC. You only need to complete one Application Form (assuming you would like to receive your personalised information).

Next steps

- **Proof of identity**

If you wish to have access to the website (option 1) or receive information by post (option 2), you will be required to provide proof of identity containing a photograph, current address details and your signature. For example, you could provide a photocopy of your current drivers licence. Please note that your personal information will be handled according to ASIC's Westpoint Investor Privacy Statement, set out in the Terms of Use. A copy of the Terms of Use is enclosed for your records.

- **Terms of use**

To receive the personalised information you are required to agree to the Terms of Use included in the Application Form. The Terms of Use incorporate ASIC's Westpoint Investor Privacy Statement which sets out ASIC's practices and procedures for handling any personal information. As we have stated, the outcomes of any of the legal actions taken by ASIC are uncertain. On this basis, any information that ASIC makes available to investors on the website or by post is speculative and is not to be relied upon by investors. By signing the Application Form and agreeing to the Terms of Use, you agree to indemnify ASIC for any loss or liability arising out of your access to the personalised information. If you do not understand this or any of the terms set out in the Terms of Use, ASIC recommends that you seek legal advice before signing the Application Form.

What happens if you do not respond to this letter?

Regardless of whether you do or do not respond to this letter, your position in relation to ASIC's legal actions and liquidations will not change. If you do not return the Application Form to ASIC, we will not provide you with any personalised information.

Companies and trusts

If you are receiving this letter on behalf of an investor that is a trust or an Australian company, you will be required to execute the yellow Application Form (including the Terms of Use) in accordance with the relevant trust deed or s 127 of the *Corporations Act 2001* as applicable. By signing the yellow Application Form, you warrant that you are duly authorised to bind the trust or the company.

ASIC requires individuals signing on behalf of trusts or Australian companies to provide their proof of identity containing a photograph, current address details and signature. Where multiple persons are required to sign, please provide proof of identity in relation to each person. Only the person(s) who signs the documentation (or their authorised delegate) will be entitled to have access to the personalised information provided by post or via the website and those person(s) will be bound by the Terms of Use.

ASIC may require further evidence of your authority to act on behalf of a trust or a company. If so, you will be informed of those further requirements.

Accessing the website

Once ASIC has received your completed Application Form, we will process your request, make any necessary updates to your contact details and contact you if further information is required.

Once your documents have been processed, and approved, if you have indicated that you wish to access your personalised information via the website, ASIC will email to you (or if you do not have an email address, post to you) a personalised username and password to enable you to gain confidential access to your personal information on the new website.

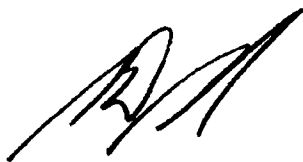
Where investors have not provided sufficient proof of identity or have not provided all of the necessary documentation in support, ASIC reserves its right to require further information from the investor and to withhold access to personalised information until it has satisfied itself in this regard. This will also apply where ASIC has not been able to ascertain whether the forms have been completed by the appropriate natural person or the authorised representative(s) of a company or trust.

Contact ASIC

If you have any queries, please contact Helen McNally, the dedicated ASIC officer appointed to assist Westpoint investors on 1300 300 630 or by email at helen.mcnally@asic.gov.au.

I hope that ASIC's new information service is of assistance to you, and we look forward to receiving your application.

Yours sincerely



Tony D'Aloisio
Chairman

attach.



ASIC

Australian Securities & Investments Commission

WESTPOINT INVESTOR INFORMATION APPLICATION FORM

INDIVIDUALS

This form applies to investments held by natural persons. There is a separate form for investments held by a Company or Trust

INVESTOR TO COMPLETE

(If the investment is held in joint names, please provide details for each person)

Investor name 1:

Investor name 2 (if applicable):

Westpoint investor identification number:.....

(This can be found on your investments documents e.g. promissory note or mezzanine note.)

Proof of identity (for the person/s named above)

Investor name 1:

Date of birth:

Address:

Photographic identification containing a signature and current address for each person named above must be provided. Please enclose a copy of one of the following forms of photographic identification and tick the appropriate box

- Driver's licence
 - Passport
 - Other (Please specify type of other photo identification)
-

Investor name 2 (if applicable) :

Date of birth:

Address:

Photographic identification containing a signature and current address for each person named above must be provided. Please enclose a copy of one of the following forms of photographic identification and tick the appropriate box

- Driver's licence
 - Passport
 - Other (Please specify type of other photo identification)
-

Contact details

Please provide the following:

Postal address:.....

Telephone and/or mobile number.....

Email address:.....

Receiving your personal information

I understand that the Australian Securities and Investment Commission (ASIC) has established a new Westpoint information service that will enable me to access personalised information about my Westpoint investment (**Personalised Investor Information**) on a confidential basis.

I understand that by making a selection below and signing this document I am representing that I am duly authorised to do so.

ONLY TICK **ONE** OF THE BELOW OPTIONS

WEBSITE : I wish to obtain access to my personalised information via an ASIC website and if appropriate, by telephone and post

or

POST : I wish to receive access to my personalised information via post and if appropriate, by telephone.

Website access

If you have ticked the first option above, please respond to the following:

Would you like ASIC to send your confidential username and password to you at the email address provided above?

Yes

No [If you tick the 'no' box your confidential username and password will be sent by post.]

Your access to Personalised Investor Information

ASIC offers to provide you with access to your Personalised Investor Information on the following conditions:

1. ASIC has been provided with all information and evidence it requires in relation to your identity and the authority of the signatory below; and
2. You have read and agree to the Terms of Use below (that will also appear on ASIC's Westpoint Investors Website (**Website**)); and
3. You have read and agree with ASIC's Westpoint Investor Privacy Statement (incorporated in the Terms of Use) which details how ASIC will collect and deal with your private information.

Terms of Use

To accept this offer you must read the following Terms of Use (incorporating ASIC's Westpoint Investor Privacy Statement) and then complete this document where indicated below.

PERSONALISED INVESTOR INFORMATION TERMS OF USE

Please read these Terms of Use carefully as they govern your access to, and your use of, personalised information relating to your investments in companies in the Westpoint group of companies (**Westpoint Group**) and the legal actions commenced by Australian Securities and Investments Commission (**ASIC**) in relation to the Westpoint Group (**Personalised Investor Information**).

These Terms of Use incorporate the Westpoint Investor Privacy Statement (set out below). By accepting these Terms of Use you also acknowledge and agree to the Westpoint Investor Privacy Statement.

If you do not agree to be bound by these Terms of Use, you will not receive any Personalised Investor Information by post and may not use ASIC's Westpoint Investors' Website (**Website**).

If you have read and agree to these Terms of Use, please sign where indicated below.

Disclaimer

The Personalised Investor Information contains hypothetical scenarios of potential recoveries from defendants in legal actions commenced by ASIC in relation to the Westpoint Group. While comments on the existence of legal actions, and the status of those actions, are factual and reasonably up-to-date, comments on recoveries are merely speculative. Various hypothetical outcomes from legal actions are discussed for illustrative purposes only to help users understand ASIC's current actions. This information should not be (and must not be) relied upon by anyone in any circumstances. By agreeing to these Terms of Use, you agree that you will not rely on any Personalised Investor Information, provided to you by post or via the Website and will not permit anyone else to do so.

Some of the information used in preparing the Personalised Investor Information has been provided by the liquidators of various companies in the Westpoint Group. ASIC is not in a position to verify this information.

ASIC gives no warranty, representation or undertaking, express or implied, that the Personalised Investor Information is accurate or complete. You agree that ASIC will not have responsibility to any person for any false, inaccurate or misleading information or for any interpretation, opinion or conclusion that you may form as a result of receiving the Personalised Investor Information.

ASIC may update the Personalised Investor Information periodically. In no event will ASIC be liable for any loss arising as a result of the inaccuracy, incompleteness or alteration of Personalised Investor Information.

Personalised Investor Information does not constitute advice

The Personalised Investor Information provided to you does not constitute advice and must not be relied upon in connection with any decision you may make.

General Liability (including Website)

ASIC is not responsible to you or anyone else for any damages of any kind, including (but not limited to) any direct or consequential loss and losses resulting from security failure, disclosure of confidential information by other parties or, if you access the Personalised Investor Information via the Website, the transmission of a computer virus, whether any of these damages are claimed on the basis of breach of contract or warranty, tort (including negligence), product liability or otherwise. ASIC excludes, to the extent permitted by law, any liability which may arise as a result of the use of the Personalised Investor Information and the Website.

Indemnity

By agreeing to these Terms of Use, you agree to indemnify ASIC for any loss or liability arising out of your use of Personalised Investor Information. Use of the Personalised Investor Information is at your own risk and you assume full responsibility and risk of loss resulting from your use of Personalised Investor Information and, if applicable, through access to or use of the Website.

Trade Marks and Copyright

The copyright in the Personalised Investor Information and the Website belongs to ASIC or its licensed source. You must not alter, photocopy or reproduce in any way, appropriate, store in a retrieval system or transmit the Personalised Investor Information or any part of it. The images, logos and names contained in the Personalised Investor Information and on the Website which identify ASIC are proprietary marks of ASIC. All rights in relation to copyright and trade marks are reserved.

General Restriction on use of Personalised Investor Information

You must not use, or permit the use of, the Personalised Investor Information by any other person or entity, except in accordance with the Confidentiality clause (below).

You agree that you will not photocopy, or reproduce by other means, or disclose all or any part of the Personalised Investor Information.

Restriction on use of Website

You must not use, or permit the use of, the Website to:

1. Copy or download any information or material;
2. Post or transmit any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standards or codes;
3. Link any other website to the Website without ASIC's prior written consent.

Website security

By using the Website, you agree to keep confidential the username and password provided to you by ASIC and to notify ASIC immediately if you become aware that a third party has accessed the Website using your username and/or password.

Other terms and conditions

If any part of these Terms of Use is found to be unenforceable it will not affect the enforceability of the remainder of these Terms of Use.

You may not assign or transfer your rights or benefits under these Terms of Use without the prior written consent of ASIC.

No rights granted

Nothing in the Personalised Investor Information or on the Website constitutes a grant or an intention or commitment to grant any right, title or interest in any intellectual property or confidential information of ASIC.

Confidentiality

By having access to the Personalised Investor Information you will obtain access to ASIC's confidential information, which may include but is not limited to information concerning ASIC's conduct of claims against defendants in legal actions relating to the Westpoint Group (including possible outcomes of those claims), ASIC's operations, processes, intellectual property, know-how, trade secrets, databases and any information incidental to ASIC's dealings and operations (**Confidential Information**). Unless required by law, you will not without ASIC's prior written consent:

- disclose the Confidential Information to any third party;
- make or permit to be made copies of the Confidential Information; or
- use any Confidential Information for any purpose.

You will not, and will ensure that any person having access to the Confidential Information through you will not, create any material (hard or soft copy) that describes the contents of the Confidential Information.

Westpoint Investor Privacy Statement

ASIC will collect and handle your personal information in the following manner:

ASIC will collect and hold records containing personal information about individual investors in Westpoint group company products in order to pursue legal actions taken by ASIC in relation to those companies, coordinate activities with the liquidators of those companies and take all consequential actions.

The content of each record that ASIC holds may include: the investor's or other individual's name, address, date of birth, proof of identity (such as a copy of their driver's licence or passport), gender, details of their investment in one or more Westpoint group company products and other information that they have provided.

The following ASIC staff may have access to these records where they need to do so in the course of their duties: Senior executives, legal and compliance officers, administrative and processing staff, technology staff and the Investor Liaison Officer.

The records will be kept until the legal proceedings and all consequential activities have been completed and then for a period of seven years after that.

ASIC may share some or all of the personal information held in these records with the liquidators of companies in or associated with the Westpoint group of companies. ASIC may also share some or all of the personal information held in these records with specialist consultants to ASIC. The records will not be disclosed to any other third party except as required by law.

ASIC may, under its statutory powers, use de-personalised information (that is information which does not contain any identifying information about an individual) about investments taken from these records (in aggregated form) in order to prepare snapshots, summaries or reports about the actions being undertaken by ASIC and the liquidators in relation to the Westpoint group of companies.

Individuals can obtain information regarding access to their personal information by contacting Helen McNally (Investor Liaison Officer) at helen.mcnally@asic.gov.au or telephone 1300 300 630 free of charge and we will return your call.

Termination

These Terms of Use and your access to Personalised Investor Information may be terminated at any time by ASIC without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by ASIC will survive termination, however, you will no longer receive Personalised Investor Information by post or be authorised to access the Website (as applicable).

Governing Law

The Terms of Use will be governed by and interpreted in accordance with the laws of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

Updates

ASIC may amend these Terms of Use at any time. If ASIC amends the Terms of Use, it will notify you via the Website or by post (as applicable). If, after receiving this notification, you do not contact ASIC to request that you no longer receive Personalised Investor Information by post, or you continue to use the Website (as applicable), ASIC will consider that you have accepted the amended Terms of Use.

Date of publication: 15 December 2008

If you do not understand any part of these Terms of Use, or if you have any questions in relation to them, you should either call the ASIC hotline on 1300 300 630 or consult your lawyer.

Investor agrees:

I have read and agree to the Terms of Use
incorporating ASIC's Westpoint Investor Privacy Statement

I have enclosed a copy of my photographic identification

Signed:

INVESTOR 1

Print Name:

Signed.....

Date.....

INVESTOR 2 (if applicable)

Print Name:

Signed.....

Date.....

WESTPOINT INVESTOR INFORMATION APPLICATION FORM

COMPANIES & TRUSTS

This form applies to investments held in the name of companies and trusts (including superannuation funds). There is a separate form for investments held by natural persons.

INVESTOR TO COMPLETE

Companies

Name of company and ABN/ACN:

Name of person(s) signing on behalf of Company, under s 127 of the *Corporations Act 2001*:
.....
.....

Westpoint investor identification number.....
(This can be found on your investments documents e.g. promissory note or mezzanine note.)

Trusts

Name of Trust:.....

Name of trustee according to Trust Deed:

Westpoint investor identification number.....
(This can be found on your investment documents e.g. promissory note or mezzanine note.)

Your name(s) (being a person(s) authorised to bind the trust):

.....
.....

(If there are multiple trustees, please provide all names. We note that we require all trustees to execute this document.)

Proof of identity (for each natural person named above)

Name 1:

Date of birth:

Address:

Name 2:

Date of birth:

Address:

Photographic identification containing a signature and current address for each signatory named above must be provided. Please enclose a copy of one of the following forms of photographic identification and tick the appropriate box

Person 1 Person 2

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Drivers licence |
| <input type="checkbox"/> | <input type="checkbox"/> | Passport |
| <input type="checkbox"/> | <input type="checkbox"/> | Other (please specify type of other photo identification) |

.....

Contact details

Please provide the following:

Postal address:.....

Telephone and/or mobile number.....

Email address:.....

Receiving your personal information

I understand that the Australian Securities and Investment Commission (**ASIC**) has established a new Westpoint information service that will enable me to access personalised information about Westpoint investments held by the above company/trust (**Personalised Investor Information**) on a confidential basis.

I understand that by making a selection below and signing this document I am representing that I am duly authorised to do so.

ONLY TICK **ONE** OF THE BELOW OPTIONS

- WEBSITE** : I wish to obtain access to my personalised information via an ASIC website and if appropriate, by telephone and post

or

- POST** : I wish to receive access to my personalised information via post and if appropriate, by telephone.

Website access

If you have ticked the first option above, please respond to the following:

Would you like ASIC to send your confidential username and password to you at the email address provided above?

- Yes
- No [If you tick the 'no' box your confidential username and password will be sent by post.]

Your access to Personalised Investor Information

ASIC will provide you with access to Personalised Investor Information on the following conditions:

1. ASIC has been provided with all information and evidence it requires in relation to your identity and the authority of the signatory below; and
2. You have read and agree to the Terms of Use below (that will also appear on ASIC's Westpoint Investors Website (**Website**)); and
3. You have read and agree with ASIC's Westpoint Investor Privacy Statement (incorporated in the Terms of Use) which details how ASIC will collect and deal with your private information.

Terms of Use

To accept this offer you must read the following Terms of Use (incorporating ASIC's Westpoint Investor Privacy Statement) and then complete this document where indicated below.

PERSONALISED INVESTOR INFORMATION TERMS OF USE

Please read these Terms of Use carefully as they govern your access to, and your use of, personalised information relating to your investments in companies in the Westpoint group of companies (**Westpoint Group**) and the legal actions commenced by Australian Securities and Investments Commission (**ASIC**) in relation to the Westpoint Group (**Personalised Investor Information**).

These Terms of Use incorporate the Westpoint Investor Privacy Statement (set out below). By accepting these Terms of Use you also acknowledge and agree to the Westpoint Investor Privacy Statement.

If you do not agree to be bound by these Terms of Use, you will not receive any Personalised Investor Information by post and may not use ASIC's Westpoint Investors' Website (**Website**).

If you have read and agree to these Terms of Use, please sign where indicated below.

Disclaimer

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Some of the information used in preparing the Personalised Investor Information has been provided by the liquidators of various companies in the Westpoint Group. ASIC is not in a position to verify this information.

ASIC gives no warranty, representation or undertaking, express or implied, that the Personalised Investor Information is accurate or complete. You agree that ASIC will not have responsibility to any person for any false, inaccurate or misleading information or for any interpretation, opinion or conclusion that you may form as a result of receiving the Personalised Investor Information.

ASIC may update the Personalised Investor Information periodically. In no event will ASIC be liable for any loss arising as a result of the inaccuracy, incompleteness or alteration of Personalised Investor Information.

Personalised Investor Information does not constitute advice

The Personalised Investor Information provided to you does not constitute advice and must not be relied upon in connection with any decision you may make.

General Liability (including Website)

ASIC is not responsible to you or anyone else for any damages of any kind, including (but not limited to) any direct or consequential loss and losses resulting from security failure, disclosure of confidential information by other parties or, if you access the Personalised Investor Information via the Website, the transmission of a computer virus, whether any of these damages are claimed on the basis of breach of contract or warranty, tort (including negligence), product liability or otherwise. ASIC excludes, to the extent permitted by law, any liability which may arise as a result of the use the Personalised Investor Information and the Website.

Indemnity

By agreeing to these Terms of Use, you agree to indemnify ASIC for any loss or liability arising out of your use of Personalised Investor Information. Use of the Personalised Investor Information is at your own risk and you assume full responsibility and risk of loss resulting from your use of Personalised Investor Information and, if applicable, through access to or use of the Website.

Trade Marks and Copyright

The copyright in the Personalised Investor Information and the Website belongs to ASIC or its licensed source. You must not alter, photocopy or reproduce in any way, appropriate, store in a retrieval system or transmit the Personalised Investor Information or any part of it. The images, logos and names contained in the Personalised Investor Information and on the Website which identify ASIC are proprietary marks of ASIC. All rights in relation to copyright and trade marks are reserved.

General Restriction on use of Personalised Investor Information

You must not use, or permit the use of, the Personalised Investor Information by any other person or entity, except in accordance with the Confidentiality clause (below).

You agree that you will not photocopy, or reproduce by other means, or disclose all or any part of the Personalised Investor Information.

Restriction on use of Website

You must not use, or permit the use of, the Website to:

1. Copy or download any information or material;
2. Post or transmit any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standards or codes;
3. Link any other website to the Website without ASIC's prior written consent.

Website security

By using the Website, you agree to keep confidential the username and password provided to you by ASIC and to notify ASIC immediately if you become aware that a third party has accessed the Website using your username and/or password.

Other terms and conditions

If any part of these Terms of Use is found to be unenforceable it will not affect the enforceability of the remainder of these Terms of Use.

You may not assign or transfer your rights or benefits under these Terms of Use without the prior written consent of ASIC.

No rights granted

Nothing in the Personalised Investor Information or on the Website constitutes a grant or an intention or commitment to grant any right, title or interest in any intellectual property or confidential information of ASIC.

Confidentiality

By having access to the Personalised Investor Information you will obtain access to ASIC's confidential information, which may include but is not limited to information concerning ASIC's conduct of claims against defendants in legal actions relating to the Westpoint Group (including possible outcomes of those claims), ASIC's operations, processes, intellectual property, know-how, trade secrets, databases and any information incidental to ASIC's dealings and operations (**Confidential Information**). Unless required by law, you will not without ASIC's prior written consent:

- disclose the Confidential Information to any third party;
- make or permit to be made copies of the Confidential Information; or
- use any Confidential Information for any purpose.

You will not, and will ensure that any person having access to the Confidential Information through you will not, create any material (hard or soft copy) that describes the contents of the Confidential Information.

Westpoint Investor Privacy Statement

ASIC will collect and handle your personal information in the following manner:

ASIC will collect and hold records containing personal information about individual investors in Westpoint group company products in order to pursue legal actions taken by ASIC in relation to those companies, coordinate activities with the liquidators of those companies and take all consequential actions.

The content of each record that ASIC holds may include: the investor's or other individual's name, address, date of birth, proof of identity (such as a copy of their driver's licence or passport), gender, details of their investment in one or more Westpoint group company products and other information that they have provided.

The following ASIC staff may have access to these records where they need to do so in the course of their duties: Senior executives, legal and compliance officers, administrative and processing staff, technology staff and the Investor Liaison Officer.

The records will be kept until the legal proceedings and all consequential activities have been completed and then for a period of seven years after that.

ASIC may share some or all of the personal information held in these records with the liquidators of companies in or associated with the Westpoint group of companies. ASIC may also share some or all of the personal information held in these records with specialist consultants to ASIC. The records will not be disclosed to any other third party except as required by law.

ASIC may, under its statutory powers, use de-personalised information (that is information which does not contain any identifying information about an individual) about investments taken from these records (in aggregated form) in order to prepare snapshots, summaries or reports about the actions being undertaken by ASIC and the liquidators in relation to the Westpoint group of companies.

Individuals can obtain information regarding access to their personal information by contacting Helen McNally (Investor Liaison Officer) at helen.mcnally@asic.gov.au or telephone 1300 300 630 free of charge and we will return your call.

Termination

These Terms of Use and your access to Personalised Investor Information may be terminated at any time by ASIC without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by ASIC will survive termination, however, you will no longer receive Personalised Investor Information by post or be authorised to access the Website (as applicable).

Governing Law

The Terms of Use will be governed by and interpreted in accordance with the laws of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

Updates

ASIC may amend these Terms of Use at any time. If ASIC amends the Terms of Use, it will notify you via the Website or by post (as applicable). If, after receiving this notification, you do not contact ASIC to request that you no longer receive Personalised Investor Information by post, or you continue to use the Website (as applicable), ASIC will consider that you have accepted the amended Terms of Use.

Date of publication: 15 December 2008

If you do not understand any part of these Terms of Use, or if you have any questions in relation to them, you should either call the ASIC hotline on 1300 300 630 or consult your lawyer.

I have read and agree to the Terms of Use
incorporating ASIC's Westpoint Investor Privacy Statement

I have enclosed a copy of my photographic identification

Agreement and signature

COMPANY

Name of Company and ABN/ACN:

Signature of **Director 1**:
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 1.....

Date.....

Signature of **Director 2** or Company Secretary.....
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 2 or Company Secretary

Date.....

Multiple trustees – all natural persons

By signing this clause we each represent and warrant that we are the sole trustees of the trust, none of us have given any notice of resignation, no action has been taken to remove any of us as trustee and we have full legal capacity and power under the terms of settlement of the trust to enter into this document.

TRUSTEE 1

Trustee 1 Name:

Signed.....

Date.....

TRUSTEE 2

Trustee 2 Name:

Signed.....

Date.....

TRUSTEE 3

Trustee 3 Name:

Signed.....

Date.....

Multiple trustees – both natural persons and companies

By signing this clause we each represent and warrant that we are the sole trustees of the trust, none of us have given any notice of resignation, no action has been taken to remove any of us as trustee and we have full legal capacity and power under the terms of settlement of the trust to enter into this document.

NATURAL PERSON TRUSTEE 1

Trustee 1 Name:

Signed.....

Date.....

NATURAL PERSON TRUSTEE 2

Trustee 2 Name:

Signed.....

Date.....

COMPANY TRUSTEE 1

Name of Trustee Company and ABN/ACN:

Signature of **Director 1**:
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 1.....

Date.....

Signature of **Director 2** or Company Secretary.....
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 2 or Company Secretary

Date.....

COMPANY TRUSTEE 2

Name of Trustee Company and ABN/ACN:

Signature of **Director 1**:
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 1.....

Date.....

Signature of **Director 2** or Company Secretary.....
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 2 or Company Secretary

Date.....

Multiple trustees – all companies

By signing this clause we each represent and warrant that we are the sole trustees of the trust, none of us have given any notice of resignation, no action has been taken to remove any of us as trustee and we have full legal capacity and power under the terms of settlement of the trust to enter into this document.

COMPANY TRUSTEE 1

Name of Trustee Company and ABN/ACN:

Signature of **Director 1**:
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 1.....

Date.....

Signature of **Director 2** or Company Secretary.....
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 2 or Company Secretary

Date.....

COMPANY TRUSTEE 2

Name of Trustee Company and ABN/ACN:

Signature of **Director 1**:
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 1.....

Date.....

Signature of **Director 2** or Company Secretary.....
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 2 or Company Secretary

Date.....

COMPANY TRUSTEE 3

Name of Trustee Company and ABN/ACN:

Signature of **Director 1**:
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 1.....

Date.....

Signature of **Director 2** or Company Secretary.....
in accordance with section 127(1) of the *Corporations Act 2001 (C'th)*

Full name of Director 2 or Company Secretary

Date.....

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Westpoint Investor Privacy Statement

ASIC will collect and handle your personal information in the following manner:

ASIC will collect and hold records containing personal information about individual investors in Westpoint group company products in order to pursue legal actions taken by ASIC in relation to those companies, coordinate activities with the liquidators of those companies and take all consequential actions.

The content of each record that ASIC holds may include: the investor's or other individual's name, address, date of birth, proof of identity (such as a copy of their driver's licence or passport), gender, details of their investment in one or more Westpoint group company products and other information that they have provided.

The following ASIC staff may have access to these records where they need to do so in the course of their duties: Senior executives, legal and compliance officers, administrative and processing staff, technology staff and the Investor Liaison Officer.

The records will be kept until the legal proceedings and all consequential activities have been completed and then for a period of seven years after that.

ASIC may share some or all of the personal information held in these records with the liquidators of companies in or associated with the Westpoint group of companies. ASIC may also share some or all of the personal information held in these records with specialist consultants to ASIC. The records will not be disclosed to any other third party except as required by law.

ASIC may, under its statutory powers, use de-personalised information (that is information which does not contain any identifying information about an individual) about investments taken from these records (in aggregated form) in order to prepare snapshots, summaries or reports about the actions being undertaken by ASIC and the liquidators in relation to the Westpoint group of companies.

Individuals can obtain information regarding access to their personal information by contacting Helen McNally (Investor Liaison Officer) at helen.mcnally@asic.gov.au or telephone 1300 300 630 free of charge and we will return your call.

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Date of publication: 15 December 2008

If you do not understand any part of these Terms of Use, or if you have any questions in relation to them, you should either call the ASIC hotline on 1300 300 630 or consult your lawyer.