



SA

SYNDICATE
AGREEMENT

CHEEKY REWARD

BAY FILLY



SYNDICATE AGREEMENT

2014 Reward For Effort x Go With The Wind Bay Filly

BlueBlood Thoroughbreds (AUST) Pty Ltd

AFSL No. 413585

SYNDICATE AGREEMENT



Horse: **Cheeky Reward**

Date of Foal: **31st October 2014**

By: **Reward For Effort**

Out of: **Go With The Wind** (by Song Of Tale (IRE))

Colour/Sex: **Bay Filly**

NOTICE TO POTENTIAL SUBSCRIBERS

THIS RA SHOULD BE READ IN ITS ENTIRETY. BEFORE DECIDING TO ACQUIRE A SHARE(S) IN THE HORSE HEREIN DESCRIBED YOU SHOULD CONSIDER THE SUITABILITY OF THIS PRODUCT TO YOU. IF YOU ARE IN ANY DOUBT AS TO THE COURSE YOU SHOULD FOLLOW YOU SHOULD CONSULT YOUR OWN INDEPENDENT FINANCIAL OR INVESTMENT ADVISOR, TAX ADVISOR, LEGAL ADVISOR AND ANY OTHER BLOODSTOCK CONSULTANTS TO ENABLE YOU TO MAKE AN INFORMED DECISION AS TO WHETHER TO SUBSCRIBE TO THIS PRODUCT.

1. The Manager

The Manager of the Horse and the Syndicate is BlueBlood Thoroughbreds (AUST) Pty Ltd (ACN 149 700 827). The Promoter's Australian Financial Services License number is 413585. All correspondence can be mailed to PO Box 6992, Baulkham Hills BC NSW 2153.

The Manager will be required to manage the Syndicate in accordance with the terms of this RA and any rules, regulations or guidelines made by the Rules of Racing in respect of such manager or management. The Manager is responsible for all aspects of the management of the racing career of the Horse, preparation of the Syndicate's annual accounts, the management of communications between the Owners and the stables, and the provision of all administrative services.

2. Description of the Horse to be owned or leased by the Partnership/Syndicate

Colour	Bay
Sex	Filly
Date of Foal	31 st October 2014
Sire	Reward For Effort
Dam	Go With The Wind
Brand	AW nr sh: 52 over 4 off sh

3. Name of Trainer and where the Horse is to be stabled

Darren Weir – Ballarat VIC

4. Racing Colours

The Horse will race in BlueBlood Thoroughbreds (AUST) Pty Ltd registered silks. There are 2 sets of colours as follows:

Red Set – Primary Colours

Jacket – Red, Blueblood Logo (wording)
Sleeves – Red sleeves (with wording)
Cap – Red cap with white star



Blue Set – Alternative Colours

Jacket – Blue, Blueblood Logo (wording)
Sleeves – Blue sleeves (with wording)
Cap – Blue cap with white star

5. Proposed/Estimated Ongoing Expenses and Other Obligation

- a. **Ongoing Expenses** – the following horse expenses are indicative and payable monthly by each shareholder/owner up until the horse is fully retired, deceased or has been moved on. The Promoter advises that the Ongoing Expenses which each Owner will be invoiced is \$44 per week (fixed rate in arrears) on a 5% share. This fee also incorporates Blueblood's Management Fee as outlined in Clause 5e. Note that Blueblood charges \$55 in management fees per share.

Potential Investors must be aware that the Ongoing Expenses may vary at any time due to the variable times that a horse is in work, racing or spelling. The Potential Investor should also be aware that the Ongoing Expense does not include extra-ordinary costs such as major veterinary fees relating to surgery/injury in excess of \$300 which will be on charged to the owners reflective of their shareholding, major race nominations or acceptance fees as outlined in Clause 5b and all travel expenses for 1 (one) Blueblood Representative to attend interstate featured races (outside of NSW). These costs are payable by the Owners in proportion to their share/s held in the Partnership/Syndicate. (Blueblood Thoroughbreds may be entitled to a rebate on spelling, pre-training and training fees.)



Fees on early termination are payable up to and including the final date of the shareholders ownership.

- b. **Inclusions in the Ongoing Expenses** – Nomination and acceptance fees for most races are included, except for nominations for major races such as the Auction House Sponsored races such as Inglis and Magic Millions race series and the Black Type races such as Listed and Group races, which fees are payable by the Owners in addition to the Ongoing Expenses.
- c. **Procedure of Monthly Direct Debit for Ongoing Expenses** - Monthly Direct Debits will be processed on the 1st of each month.
- d. **Trainers and Suppliers Fees** – Blueblood is billed in arrears for the previous month's fees and expenses relative to the Horse. A direct debit is scheduled for each owner on the 1st of each month for the fixed ongoing expense as described in per Clause 5a and upon funds clearing, payment is made to the Trainers and Suppliers.

Some of the main benefits of Blueblood charging the fixed ongoing expense directly to owners and the use of the direct debit system each month to avoid bad debts, defaulters and to keep costs to a minimum. This will ensure that the syndicate will proceed without any delays to train the horse, stop orders and embarrassment being caused to the syndicate by any defaulting shareholder. It also gives relief to owners freeing up their time so they can enjoy the thrill of racehorse ownership.

- e. **Management Fee (MF)** – Blueblood Thoroughbreds will charge a fixed monthly fee of \$55 (incl. GST) per share – this fixed monthly fee is incorporated in the Estimated Ongoing Expenses as described in Clause 5a, but is charged as a separate cost from the Ongoing Expenses. The fee will commence from the date of signing this agreement and will provide the following:
 - i. Regular communication with partners by telephone, fax or email regarding training and spelling progress, and regular relay of Trainer's comments.
 - ii. Arranging open days for partners to inspect their racehorses and be addressed by the Trainer.
 - iii. Provision of general day to day administrative services, provision of pursuing overdue accounts via phone call, email or post.
 - iv. Providing syndicate members with raceday DVD's (where available, track work and other update reports such as nominations, weights, acceptances, pre-race summary, raceday services, post-race summary review, organization of disbursement of any trophies, representing the syndicate in relation to race day steward enquiries etc.)
 - v. Arranging times and dates for syndicate members to inspect their horses at the stables or spelling properties.
 - vi. Assistance with raceday ticketing where applicable.
 - vii. Liaise with the financial Ombudsman office.
 - viii. Maintain Professional Indemnity Insurance.
- f. **Default** – Should any Owner neglect payment of the Ongoing Expenses as described in Clause 5a for a period in excess of fourteen (14) days, the following may occur:
 - i. The Syndicate Manager being Blueblood Thoroughbreds, may serve on the Defaulting Owner a notice by email, mail or facsimile, if the outstanding owed amount is not paid within seven (7) days of that notice, The Defaulting Owner shall cease (at the discretion of the Syndicate Manager) to be an owner and will have no interest in the assets and income of this said Partnership. The Syndicate Manager has the right to suspend an owner's entitlement whilst in default.



- ii.* If payment defaults on or around the 1st of the month (when payment is due), Blueblood's Accounts Department will contact the Defaulting Owner via email, mail or fax to advise the failure of payment and the Defaulting Owner will be given 7 days from that date to forward full payment of the outstanding amount. Should payment not be received within that 7-day period, a Default Notice will be issued via email or fax and a formal letter will be posted giving the Defaulting Owner a further 7 days to make contact with Blueblood's Accounts Department to finalise their outstanding account. Failure to comply may result in proceedings by Blueblood to confiscate and take possession of the shareholdings of the Defaulting Owner to recover any outstanding debts as prescribed in 5 (f)(i).
- iii.* The Defaulting Owner will be placed on a 3-strike ruling over a 12 month period and should the Defaulting Owner's payments fail 3 times within a 12 month period, then they may forfeit any rights and privileges of the Partnership and furthermore, the Syndicate Manager will have the right to sell the shareholding/s by Public Offer at the Defaulting Owner's expense to recover the debt of the Defaulting Owner. The Defaulting Owner will not be entitled to receive any compensation for the confiscated or repossessed interest in the Partnership or receive any further payment out of the assets or profits of the Partnership.
- iv.* Owners who pay their monthly fees via direct deposit are advised that should their payment be late over 2 consecutive months, they lose the privilege of paying directly and will be placed back onto our direct debit payment method which is a policy of Blueblood Thoroughbreds.
- v.* Furthermore, the Owner's account may be passed onto a Debt Collector for recovery and will attempt to establish monetary protection of industry suppliers and this Syndicate. The Lead Regulator have placed a regulation that all suppliers, trainers, etc. are to be paid in a timely fashion by Owners, Syndicates and Syndicate Managers to maintain their accounts and prevent a horse from continuing work.
- vi.* Should a payment be dishonored via monthly direct debit or direct deposit, a late fee of \$15 (incl. GST) will be charged on the next month's bill.
- vii.* If a shareholder defaults on payment and is overdue more than 30 days, interest at the rate of 10% per annum will be charged and invoiced on the following month's bill.
- viii.* The purchase and sale of the Share/s of the Defaulting Owner will be effective as soon as practicable after the price has been determined and the Syndicate Manager will execute as trustee of the Defaulting Owner all such documents and do all things as are necessary to complete such sale and purchase. The Owner in default hereby nominates, constitutes and appoints the Syndicate Manager under power of attorney to execute and implement procedures as will be necessary to sell, convey and assure a buyer the Share or Shares so sold.

6. Ownership, Redemption and Withdrawal

Owners in this syndicate subscription must be aware that when purchasing a share/s you become the owner of that said share/s as it is not a lease. Owners are obligated for the life of the Syndicate as Owners of the share/s, and are not permitted to rescind on their obligations and must adhere to the Proposed/Estimated Ongoing Expenses and Other Obligations in Clause 5 (a), (b) and (c) and are subject to Clause 5 (f) (i), (ii), (iii), (iv) and (v). Owners will have no right to have your shares in the Syndicate redeemed or bought back prior to the termination or winding up the syndicate.

Before purchasing a share, each owner should consider the purchase of the share as a long-term investment for the life of the Syndicate. Neither the Promoter nor the Syndicate Manager will be obligated to sell a share on behalf of the owner. In the event that the Promoter or Syndicate Manager sells a share/s on behalf of an Owner, the Promoter/Syndicate Manager will be entitled to charge a practical commission in consideration for arranging the sale.



An Owner will not be able to offer for purchase, or issue invitations to buy Shares, unless the prospective purchaser is provided with a RA prepared by the Syndicate Manager in accordance with the provisions of the RA. There will be no ready market for the Shares.

Neither the Syndicate Manager nor the Racing Manager will be obliged to sell a Share on behalf of an Owner. Each Owner should consider the acquisition of a Share as a long-term investment for the life of the Syndicate. If an Owner wishes to sell a share publicly, they would be in breach without the approval of the Lead Regulator.

Each Owner of not less than 5% of the horse will be entitled to have his/her name appear in the racebook as a co-owner of the horse. If a share is owned jointly by 2 or more people, the Syndicate Manager will be entitled to require those persons to, at their own cost, register an ordinary syndicate and to own the share in the name of that syndicate.

Each Owner hereby authorises the Syndicate Manager to do all things required to be done by an Owner in order to conform to the requirements of this Resale Agreement (RA) and the Rules of Racing, including without restriction, authority to sign on behalf of the Owner all documentation required to be signed by the Owner and lodged with the Registrar of Racehorses to give effect to any application for registration of the Horse and/or transfer of ownership.

Fees on early termination are payable up to and including the final date of the shareholders ownership.

7. The Manager's Responsibilities

a) The Manager is Blueblood Thoroughbreds. The Director of Blueblood Thoroughbreds (AUST) Pty Ltd is Carol Walsh. The Manager is responsible for all aspects of the management of the racing career of the Horse, the management of communications between the Partners and the stables and will make decisions on behalf of the Owners pertaining to the Horse on offer.

b) The Manager shall be the first registered Owner in the Partnership.
The Manager's duties include:

- i. Liaising with the Trainer and keeping all Owners current with the progress of the Horse.
- ii. Keeping a register noting the names and addresses of each Owner and the number of shares held by each, the date on which the Owner entered in the Register of Racehorses and the date on which any person ceased to be an Owner.
- iii. Preparation of the Partnership's annual accounts in respect of the relevant financial year. An ongoing annual Account Preparation Fee (APF) of \$141 (incl. GST) per 5% shareholder will be charged on the 1st July each year for the previous financial year as it is much like a membership fee which is not calculated on a pro-rata basis. This amount will be direct debited from the Owners nominated bank account to be credited to Blueblood Thoroughbreds' account in respect to the Partnership. The APF is still applicable and payable upon a partnership being ceased, the death or retirement of a horse, an Owner ceasing to exist as an Owner by way of sale or default of a share and can be direct debited from the said Owners account at that point.

This fee covers:

- a) The Opening and maintaining a separate bank account in respect of the Partnership which account shall be used for the deposit and payment of all moneys relating to the operation of the Partnership.
- b) Payment of all accounts by all syndicate members relating to the horse, where applicable enforcing the payment requirements under the terms of the Partnership.
- c) Accounts/Bookkeeping services rendered to maintain Clause 7 a, b, (b)(iii) and c.
- d) Collection of Ongoing Monthly Fee from Owners.



- e) Collect tax invoices from trainers and suppliers and audit their content.
- f) Verify that the tax invoices conform to the trainers and suppliers charges and fees.
- g) Blueblood's accounts department paying trainers and suppliers fees and expenses on a monthly basis.
- iv. Notifying the Principal Racing Authority and Registrar of Racehorses in writing of every change in an Owner of the Partnership, every change in the percentage of an Owner's Share in the Partnership, and every change in an Owner's address within a period of FOURTEEN (14) days of the change.
- v. Complying punctually in all respects with the requirements of the Rules of Racing, local Rules of Racing, the Principal Racing Authorities, the Registrar of Racehorses, ASIC and the Corporations Act 2001 from time to time in relation to the Horse and the Partnership.
- vi. Representing the Owners in any official barrier draws, trophy presentations and any promotions/media events regarding the Horse.

c) The Manager may at any time give the Owners not less than one months' notice in writing of his/her intention to retire as Manager and will cease to have any rights and obligations as Manger from the date of that notice.

8. Distribution from Sale or Stud and or Breeding

In the event that the Horse is sold, a 5% (plus gst) sale fee of the sale price is payable by the Owners to BlueBlood Thoroughbreds. (Should a valuation be required to determine the sale price, this will be acquired at the owner's expense, by a bloodstock valuer who is a member of the Federation of Bloodstock Agents (FBA). Should the Horse go to Stud and or Breeding, BlueBlood Thoroughbreds will be eligible to TWO (2) lifetime service rights and 5% (plus gst) of the sale price (only in the event of the horse being an entire and being retired to stud).

Irrespective of whether or not the Syndicate Manager, being Blueblood Thoroughbreds, is voted off as the syndicate manager of the Horse, Blueblood Thoroughbreds will have the right to negotiate stud and breeding of the said Horse of this Resale Agreement.

Breeding fillies at the end of its race career - Should majority of owners vote to retire or send a filly/mare to a good home, Blueblood has the discretion and first right of refusal to put together a breeding partnership (this may be with a company/business/stud farm) and give all owners the opportunity to remain owners in the partnership or sell or relinquish their shares.

9. Meetings and Decisions

i. In the event that the horse is a colt/entire and the horse needs to be gelded all shareholders must achieve a 51% majority vote (if the vote is tied, the Syndicate Manager has the casting vote) to keep the horse as an entire unless written expert advice is obtained by a veterinarian, trainer and the syndicate manager that the necessity of the horse requires to be gelded due to the well-being of the horse and safety of the track riders and training staff.

ii. The trainer is the first appointee of the Syndicate Manager as stated in Clause 3. The Syndicate Manager will arrange for the trainer to train the horse and prepare the horse for training. The Syndicate Manager may at any time, remove the trainer and either engage the services of another appropriately licensed person to act in that capacity. The new trainer may be interstate and not within the same jurisdiction of the initial trainer. The Syndicate Manager will confer with all owners with regards to a change of trainer before a decision is made.

iii. In the event that a shareholder has made the decision to leave or sell his or her share, they must first offer the sale of that share/s within the syndicate before offering it to any other individual outside of the partnership.



iv. BlueBlood Thoroughbreds can be removed or replaced as Manager of the Career of the Horse if a memorandum signed by the shareholders representing a majority interest in the Horse (that is, a vote by owners with an interest of more than 50% in the Horse) votes for their removal. In the event where a Manager is removed or replaced, BlueBlood Thoroughbreds will cease to provide the services referred to AR 57(2) of the Australian Rules of Racing. These services include:

- (a) entering, nominating, accepting or scratching such Horse for any race;
- (b) engage a jockey to ride such Horse for any race;
- (c) receive any prize money or trophy won by such Horse; or
- (d) act for and represent the joint owners, lessees or syndicate members in relation to the Horse in all respects for the purpose of the Rules.

Blueblood Thoroughbreds will continue to act as Manager of the Syndicate to provide the remaining services expressed in Clause 1 of this RA. That is, the Manager is responsible for all aspects of the management of the racing Career of the Horse, preparation of the Syndicate's annual accounts for submission to the Lead Regulator, the management of communications between the Owners and the Stables, and the provision of all administrative services and trust accounts of the syndicate.

If BlueBlood Thoroughbreds is removed as the Manager of the Horse, it does give up its entitlements to the disclosed stud fee, breeding or sale fee as per Clause 8 of this RA.

v. Early Termination Fee: In the unlikely event that a Manager is removed, an early termination fee will apply to the Syndicate. Every shareholder will be obligated to pay their Management Fee for the duration of a 12-month period in advance at the time of removal of the Manager. If payment does not materialise, the MF will continue to be charged on a monthly basis up to the time that payment is completed in full from ALL shareholders of the syndicate. Management of the Horse and the Syndicate will continue by BlueBlood Thoroughbreds up until all shareholders have paid the termination fee in full. This early termination fee is enforced as a charge to compensate us for failure to satisfy the contract.

We will not charge you an early termination fee if it is a result of a proven material breach pursuant to Clause 7 (B) of this RA.

vi. An Owner or Owners who own not less than 30% of the Shares may either call a meeting of Owners, or request the Syndicate Manager to call a meeting of Owners, upon giving at least 21 days written notice to the other Owners, the Syndicate Manager and the Racing Manager. In the event the Syndicate Manager receives such a request, the Syndicate Manager must within 14 days of receipt thereof, call a meeting of Owners, which must be held within 1 month of receipt of the request.

vii. A voting resolution binds all Owners, whether or not they participate. No objection may be made to any vote cast unless the objection is made at the time of convening. The decision of the Syndicate vote on any matter is final.

10. Prize Money Distribution

All prize-money won by the Horse will be deposited by Stakes Payments directly into the Syndicate's account called BlueBlood Thoroughbreds (Go With The Wind) with a Sydney branch of the ANZ Bank and will be distributed to the Owners within 7 days of receipt pro-rata to the number of Shares held by each Partner. Should the prize earnings be \$1,000 or less, it will not be distributed, it will be applied as a credit against each owners account in accordance to their shareholding. In accordance with the Rules of Racing in Australia 85% of the total prize-money is distributed to the Owners after 10% is distributed to the Trainer and 5% to the jockey. An additional remuneration in which the Syndicate Manager is entitled to from the owners, equivalent to 5% of gross prize earnings where prize earnings won is not less than \$15,000 and including prize earnings for Group and Listed or Featured races even if the horse doesn't win or place. This will include the prize money, breeders' bonus or incentive scheme payments.



Prize Money distributed by Racing NSW has a further deduction of 1.5% for the stablehand and 1% to the Jockey Insurance and Welfare Program. Should an Owner be in arrears of Ongoing Expenses, distribution may be all prize-money due less arrears owing.

Note: Prize money earned under \$1,000 will be automatically applied against each owners account, for the horse that it applies to, as a credit and will not be paid out as per above.

11. Trophies and Prize Distribution

In an event the horse wins a trophy or any item that is listed in the Race book with a dollar value, all trophies or any item will be subject to an auction process at the end of the racing preparation. The minimum reserve placed on the trophy or the item will start at 50% of the advertised value of the trophy or item which is published in the racebook. Should the trophy or item not meet the starting reserve, then the syndicate manager retains the trophy or item in its possession. The Winning Owner of the Item or trophy will have to pay the other Owners the value of the winning bidding amount drawn at the auction, according to his or her percentage owned. For all **non-valued** items or trophies, Blueblood Thoroughbreds conducts a draw for all Owners and once an Owner has won a particular item or trophy, then they may not participate in the next draw for a similar item or trophy until all Owners have received such an item or trophy.

12. Dispute Resolution

The Promoter will endeavour to resolve any complaints in regard to the scheme. If not resolved, the Promoter will refer any such complaint to the Financial Ombudsman Service (FOS). Blueblood Thoroughbreds is a member of the FOS, member number 28431. More information can be obtained on the FOS website at www.fos.org.au or by calling 1300 780 808.

13. Industry Risks

Thoroughbred horse racing is a high-risk venture and financial input should be treated as a speculative investment only. Potential investors are advised prior to investing in the Syndicate that, despite the best endeavours of the Promoter, there is no guarantee that the horse which is the subject of the Scheme will in fact race and that, even if it does race, there will be any return on investment. The investment is not recommended for investors who are unable to risk the initial outlays and ongoing commitments.

APPLICATION FORM

Horse Name: _____

Please print clearly. You are advised to keep a copy for your records.

Name of
Purchaser/Shareholder: _____
(One name ONLY to be entered)

Address: _____

State: _____ Postcode: _____ Date of Birth: _____

Ph Bus: _____ A/H: _____ Mobile: _____

Email: _____

Alternative Email (if applicable): _____

Signature of Purchaser: _____

Date this _____ day of _____ 2018

PRIZE MONEY

Account details of where Prize money is to be deposited –

Account name: _____ BSB: _____ Acc. No. _____

Number of Shares: _____

Payment Method

*Please make cheques payable to BlueBlood Thoroughbreds (AUSTRALIA) Pty Ltd **OR**

*Direct Deposits to BlueBlood Thoroughbreds – Holding Account

Bank: ANZ BSB: 012463 Account Number: 460828546 **OR**

Credit Card

Please be advised that a credit card processing fee applies when paying for services when using credit card facilities.

This is 2.2% for Visa and MasterCard and 4.4% for AMEX

Please indicate with an X

Visa MasterCard Amex Diners

Card Number

Expiry Date

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

___ / ___

Verification No: (Last 3 digits on back of card)

Cardholders Signature _____ Date ___ / ___ / ___

*Please forward the completed forms to PO Box 6992, Baulkham Hills BC, NSW, 2153 **OR**

* Email to carol@bluebloodthoroughbreds.com.au.



ACN: 612 533 173 AFSL 413 585

Blueblood Thoroughbreds (Australia) Pty Ltd



ACN 096 902 813 | AFSL 315388

DIRECT DEBIT REQUEST

Ph: 02 99372000

NEW CUSTOMER FORM

YOUR DETAILS | Please complete this form using a BLACK PEN. * Indicates a MANDATORY FIELD

Business: Blueblood Thoroughbreds (Australia) Pty Ltd ABN: 83 612 533 173 ACN: 612 533 173

Customer Reference:

* Surname: * Given Name:

* Mobile #:

* Email:

* Address:

* Suburb: * State: * Postcode:

DEBIT ARRANGEMENT | Including payment details and associated fees/charges detailed below and/or the total amount billed for the specified period for this and any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit

Regular Debits Starting on Date: / / Debit amount varies month to month.
D D M M Y Y

Frequency: Monthly

Duration: Continue regular debits until further notice

Your monthly Estimated Ongoing Expenses will be direct debited from your nominated bank account as per your monthly invoices. These payments are referred "until further notice". Frequency of payment will be direct debited from your nominated Account/Credit Card on the 1st day of every month.

Administration Fee (once only) up to:	\$1.65	Bank Account Transaction Fee:	\$0.88	Credit Card Transaction Fee:	VISA/Mastercard: 2.2% (Min \$0.88) AMEX/Diners: 4.4% (Min \$0.88)
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CHOOSE YOUR PAYMENT METHOD

Debit from Credit Card

VISA MasterCard AMEX Diners

Card Number: Expiry Date: /
M M Y Y

Name of Cardholder:

By signing this form, I/we authorise Ezidebit, acting on behalf of the Business, to debit payments from my specified Credit Card above, and I/we acknowledge that Ezidebit will appear as the merchant on my credit card statement. Furthermore, I/we agree to reimburse and indemnify Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

Debit from Bank, Building Society or Credit Union Account

Financial Institution: Branch:

BSB Number: - Account Number:

Account Holder Name:

I/We authorise Ezidebit Pty Ltd ACN 096 902 813 (User ID No 165969, 303909, 301203, 234040, 234072, 428198) to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with the Debit Arrangement stated above and this Direct Debit Request and as per the Ezidebit DDR Service Agreement (Ver 1.6) provided.

This Authorisation is to remain in force in accordance with the terms and conditions on this Direct Debit Request. I/We acknowledge that our personal information will be collected, used, held and disclosed in accordance with the Ezidebit Privacy Policy found at <http://www.ezidebit.com.au/privacy-policy/>

Signature(s) of Nominated Account:

Date: / /
D D M M Y Y

DDR Service Agreement (Ver 1.6)

Deputy Registrar of Racehorses



TRANSFER OF OWNERSHIP

New Owner Details

(One form each to be completed by an incoming Owner, or any Owner already holding an interest in the horse where their share percentage is changing in any way.)

Transfer of a Racehorse Named

Suffix

Owner No. Please tick Individual Owner Registered Syndicate Company or Stud

(When completing this section you are required to provide ALL the information requested below)

Date of Birth / / Mr Mrs Miss Ms Other If other, please specify

Surname of Owner / Registered Syndicate Name / Company Name / Stud Name

Given Names of Owner / Full Name of Registered Syndicate Manager / Company Representative / Stud Representative

Tick this box if the Registered Syndicate has owned horses previously and you wish to add this horse to the Syndicate for the first time. If you tick this box please include the Additional Horse Fee in your payment.

Postal Address Post Code

Daytime Phone Mobile Email

Is this entity GST registered for racing purposes? No – I am a hobbyist Yes If yes, please supply ABN

Bank Account Name

BSB Account Number

COMPLETE DECLARATION BELOW

DECLARATION - IMPORTANT MUST SIGN

By signing this application I agree and declare that:

- as a condition of the Transfer of Ownership of this horse, I will refrain from taking any step or authorising any party to take any step which will interfere with the important role that RA, the principal racing authorities and the race clubs play in the administration of racing and in the provision of racing materials, including without limitation: (a) preventing or restricting any of these entities from using or publishing the name of this horse; (b) taking any step which will or may adversely affect or otherwise limit their administration, promotion and reporting of thoroughbred racing; (c) applying to register as a trade mark the name, image, jockey silks or any other indicia associated with this horse; or (d) asserting or bringing any claim of ownership of any intellectual property rights in the name, image, jockey silks or other indicia associated with this horse.
- as a condition of the Transfer of Ownership of this horse, and in consideration for the Transfer of Ownership of this horse, I hereby agree that Racing Australia Pty Ltd (ACN 105 994 330) owns all right, title or interest (including but not limited to copyright, goodwill and reputation) in the name, image, jockey silks and any other indicia associated with this horse, whether existing before or after I sign this form.
- if I own by force of law any right, title or interest (including but not limited to copyright) in the name, image, jockey silks and any other indicia associated with this horse, whether existing before or after I sign this form, I hereby and unconditionally assign all such intellectual property rights to Racing Australia Pty Ltd (ACN 105 994 330) in consideration for the Transfer of Ownership of this horse.
- as a condition of the transfer of ownership of this horse, I will comply with and be bound by the Australian Rules of Racing and the Local Rules, Regulations, By-Laws and Conditions of the Principal Racing Authority in whose State or Territory I reside or in which the horse shall race.
- the names on this form fully disclose the true, complete and accurate ownership of the horse.
- I am over the age of 18 years at the time of signing this application.
- I consent to any future change to the ownership composition and structure, provided there are no changes to the share percentage of each remaining owner.
- if there is a change to the ownership composition and structure, but I am a remaining owner and there is no change to my share percentage, I authorise the owner who is the manager at that time to sign any Transfer of Ownership and Change of Share % forms on my behalf.
- RA, or any Principal Racing Authority, to the maximum extent permitted by law, is not liable to make any payment for any claim, loss or liability that may arise from the manager (whether me or a future manager) signing on my behalf.
- I indemnify RA, or any Principal Racing Authority, against any claim, loss, damage, liability, cost or expense that arises from me signing a Transfer of Ownership form or Change of Share % on behalf of another person.
- I have read and understood the sections on pages 1 to 2 entitled 'Fitness and Propriety of Applicants', 'Privacy and Personal Information', 'GST Declaration', 'Appointment of Manager' and 'Assignment and Licence'.

Signature Owner

Share %

%

Date

/ /