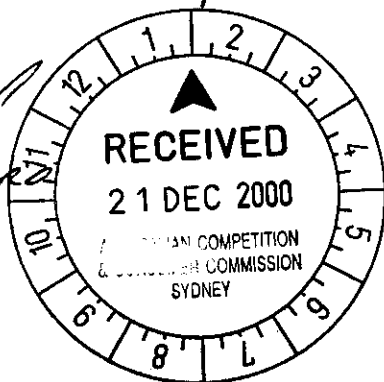


*Sue,
Sorry for the delay*

WITH COMPLIMENTS

DOO/42 527

Steve Shepherd
STEPHEN SHEPHERD



The **Strategist** Group



Suite 101 Level 1 68 Alfred Street

Milsons Point NSW 2061

Telephone 02 9955 2955

Facsimile 02 9955 3188

info@thestrategistgroup.com

www.thestrategistgroup.com

EXCLUSIVE DEALING: NOTIFICATION

Commonwealth of Australia
Trade Practices Act 1974 — Subsection 88 (8)

To the Australian Competition and Consumer Commission:

Notice is hereby given, in accordance with subsection 93 (1) of the Trade Practices Act 1974 of particulars of conduct or of proposed conduct of a kind referred to in subsection 47 (2), (3), (4), (5), (6) or (7), or paragraph 47 (8) (a), (b) or (c) or (9) (a), (b), (c) of (d), of that Act in which the person giving notice engages or proposes to engage.

(PLEASE READ DIRECTIONS AND NOTICE ON BACK OF FORM)

1. (a) Name of person giving notice:

The Strategist Group Pty Limited (A.C.N 074 107 001) ("TSG")
(See Direction 2 on the back of this Form)

- (b) Short description of business carried on by that person.

Provision of administration services for Self Managed Superannuation Funds

- (c) Address in Australia for service of documents on that person:

Suite 101 Level 1 68 Alfred Street, Milsons Point NSW 2061

2. (a) Description of the goods or services in relation to the supply or acquisition of which this notice relates:

Cash management account contained in a self managed superannuation fund

- (b) Description of the conduct or proposed conduct:

Part 3(b) of an agreement in the form attached and marked "A" requires trustees of Self Managed Superannuation Funds to hold a Macquarie Bank Limited Cash Management Trust as its cash account to assist in TSG's administration process.

(See Direction 4 on the back of this Form)

3. (a) Class or classes of persons to which the conduct relates:

Trustees of Self Managed Superannuation Funds

- (b) Number of those persons —

- (i) At present time:

125

- (ii) Estimated within the next year:

3000

(c) Where number of persons stated in item 3 (b) (i) is less than 50, their names and addresses:

4. Name and address of person authorized by the person giving this notice to provide additional information in relation to this notice:

Stephen Shepherd – Suite 101, Level 1 68 Alfred Street Milsons Point

Dated 16 November 2000

Signed by/on behalf of the person giving this notice:



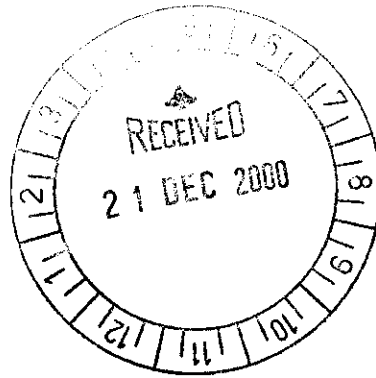
(Signature)

Stephen Paul Shepherd

(Full Name)

Chief Operating Officer

(Description)



DIRECTIONS

1. If there is insufficient space on this form for the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the person giving notice.
2. If the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the notice, and the notice is to be signed by a person authorized by the corporation to do so.
3. In item 1 (b), describe that part of the business of the person giving the notice in the course of which the conduct is engaged in.
4. If particulars of a condition or of a reason of the type referred to in subsection 47 (2), (3), (4), (5), (6), (7), (8) or (9) of the *Trade Practices Act 1974* have been reduced in whole or in part to writing, a copy of the writing is to be provided with the notice.
5. In item 3 (a), describe the nature of the business carried on by the persons referred to in that item.
6. In item 3 (b) (ii), state an estimate of the highest number of persons with whom the person giving the notice is likely to deal in the course of engaging in the conduct at any time during the next year.

NOTICE

If this notification is in respect of conduct of a kind referred to in subsection 47 (6) or (7), or paragraph 47 (8) (c) or (9) (d), of the *Trade Practices Act 1974*, ("the Act"), it comes into force at the end of the period prescribed for the purposes of subsection 93 (7A) of the Act ("the prescribed period") unless the Commission gives a notice under subsection 93A (2) of the Act within the prescribed period, or this notification is withdrawn.

The prescribed period is 21 days (if this notification is given on or before 30 June 1996) or 14 days (if this notification is given after 30 June 1996), starting on the day when this notification is given.

If the Commission gives a notice under subsection 93A (2) of the Act within the prescribed period, this notification will not come into force unless the Commission, after completing the procedures in section 93A of the Act, decides not to give a notice under subsection 93 (3A) of the Act. The notification comes into force when that decision is made.

If this notification is in respect of conduct of a kind referred to in subsection 47 (2), (3), (4) or (5), or paragraph 47 (8) (a) or (b) or (9) (a), (b) or (c), of the Act, it comes into force when it is given



A Commitment to Self Managed Super Fund Excellence

ADMINISTRATION AGREEMENT

The Agreement is between The Strategist Group Pty Limited (A.C.N. 074 107 001) ("TSG")

and

(collectively, "Trustee")

and

("Adviser")

TSG, the Trustee and the Adviser agree as follows:

Part 1 – Term

This Agreement commences on the 1st of the month in which a positive balance is present in a superannuation portfolio account ("Fund") administered by TSG on behalf of the Trustee. This Agreement remains in force unless terminated by TSG or the Trustee in accordance with Part 6 below.

Part 2 - TSG's Commitment

TSG is committed to exercising all reasonable care and skill in providing the required service. TSG or TSG's nominee will perform the services and duties identified below.

2.1 Establishment of a New Fund

The establishment of a new Fund includes the preparation of a Trust Deed (2 copies), Minutes of meetings, obtaining a Tax File Number and an Australian Business Number, filing an Application to register for "Pay as You Go" tax, filing a Regulated Fund Notification, establishing a fund accounting system, stamping of the Trust Deeds and GST registration.

2.2 Takeover of Existing Funds

The takeover of an Existing Fund will involve the following process:

- a) TSG will review the last audited financial statements for the Fund along with other associated documentation to determine whether the Fund complies with Superannuation Laws ("TSG's Compliance Check").
- b) Provided the Fund meets TSG's Compliance Check, TSG will confirm the transfer of the Fund to the TSG Total Super administration service.
- c) TSG will also review the Fund's existing Trust Deed ("Existing Deed") to ensure that it allows implementation of various TSG strategies that may be available to the members.

2.3 TSG services

TSG will provide the following services:

- a) maintenance and storage of Fund records including Trustee's Minutes, correspondence and Investment Certificates;
- b) daily onforwarding of evidence of portfolio activities if applicable;
- c) maintenance of Member accounts' changing component position;
- d) maintenance of Capital Gains Tax and Deferred Tax records;
- e) preparation of drawdown and rollover documentation;
- f) daily updates to the World Wide Web of Fund details including valuations, transactions and asset allocations;
- g) calculation of allowable pension levels;
- h) preparation & lodgement of GST & Tax returns for the Fund (4 quarterly Business Activity Statements and 1 final Tax Return);
- i) facilitation of external Audit;
- j) facilitation of Actuarial Certificate and Solvency Certificate if required; and
- k) production of Group Certificates.

The Trustee agrees that the external Audit will be exclusively performed by a third party nominated by TSG in payment for the yearly Audit Fee set out in Part 8.

Part 3 –Commitment of the Trustee

The Fund is in the Trustees' name and under the control of the Trustee. TSG has no authority to deal with Fund assets and therefore TSG needs the assistance of the Trustee so that it can provide the Trustee with the benefits of TSG's services.

Accordingly the Trustee acknowledges and agrees that the Trustee will:

- a) ensure that any activity of the Fund is in compliance with the applicable Trust Deed and the laws then applicable. If in doubt the Trustee should refer the matter in writing to TSG for comment prior to implementation;

- b) open and maintain a Macquarie Cash Management Trust account or similar account satisfactory to TSG as the Fund's "Cash Account". The Cash Account must only be used for transactions relating to the Fund and will not be used for personal banking purposes;
- c) deposit or retain sufficient funds in the Cash Account to pay regular outgoings including the fees which are debited on a monthly basis;
- d) assist TSG by signing any redemption request, share transfer and/or other documents necessary to maintain the Fund and attend to any matters TSG requires within a reasonable time and without any unnecessary delay;
- e) ensure that each investment pays any income or redemptions relating to that investment to the Cash Account;
- f) advise TSG if funds are removed from the Cash Account or deposited into the Cash Account for any reason;
- g) ensure that TSG is provided with the Fund's current written Investment Strategy and ensure that the Fund's investments will be made in accordance with that strategy;
- h) ensure that all investments are made in the Trustee's name but care of TSG's postal address (GPO Box 849, Brisbane QLD 4001) for all correspondence unless otherwise agreed in writing with TSG;
- i) authorise TSG to deduct and pay from the Cash Account TSG's initial setup and ongoing administration fees as agreed including those of the Adviser if so authorised;
- j) authorise TSG to deduct payments for miscellaneous expenses relating to the Fund. This will generally include consulting work and Trust Deed variation costs as separately agreed, Audit, Actuarial fees, and stamp duty charges; and
- k) indemnify TSG against all claims made against TSG or suffered by TSG as a direct or indirect result of the Trustee failing to comply, or failing to comply in sufficient time, with any of the Trustee's responsibilities pursuant to this Part 3.

The Trustee acknowledges and confirms that, for the purposes of this Agreement, any reference to the obligations of the Trustee includes the obligations of the member and vice versa.

Part 4 - Day to Day Matters

The Trustee authorises the Adviser, under the terms of this Agreement, to act as its agent for the purposes of instructing TSG on all matters relating to the Fund. Unless notified in writing to the contrary, TSG will at all times take instructions from the Adviser as if those instructions were given by the Trustee. All communication will be between TSG and the Adviser who will report to the Trustee. The Trustee acknowledges and agrees that contact between TSG and the Adviser is deemed to be contact between TSG and the Trustee.

Part 5 - Variations to Conditions

If at any time TSG determines that there needs to be a change either to the fee structure or any other terms and conditions of this Agreement, TSG can vary them after providing thirty (30) days notice in writing to the Trustee and the Adviser ("Notice of Variation").

The Trustee has the right to reject the Notice of Variation in which case this Agreement will terminate from the date on which the fees or conditions would have altered.

Part 6 – Termination

This Agreement may be terminated by either party giving the other 30 days notice in writing or by the Trustee rejecting a Notice of Variation in accordance with the provisions of Part 5.

TSG may terminate this Agreement immediately if the Trustee has failed to pay any fees or otherwise breaches its duties under and in accordance with the provisions of this Agreement.

Provided that all fees have been paid to the date of termination, TSG will forward the file relating to the Fund to the Adviser within 14 days after termination of this Agreement. If the Trustee is no longer dealing with the Adviser nominated in this Agreement then the Trustee must instruct TSG in writing where its' records are to be forwarded.

It is the Trustee's responsibility to ensure that all of the individual investment managers and other parties to the Fund are advised of the Fund's change of address.

Where the Trustee is an individual, in the event of the Trustee's death, this Agreement will continue to be enforceable against the Trustee's estate until the Trustee's legal personal representative terminates this Agreement in accordance with Part 6.

The Trustee will be provided with a Fund report ("Report") as at the end of the last full month of the term of this Agreement. The Trustee is not entitled to any other report, including any reports required by the authorities in relation to superannuation funds, unless at all times during the preparation of the Report (which may take up to or exceed 90 days after the end of the date of the Report for all necessary information to be obtained) the Trustee remains a client of TSG, has paid all its fees and performed all its obligations under and in accordance with the provisions of this Agreement and the Agreement remains in full force and effect.

Part 7 – Limitation of Liability

Notwithstanding any other provision of this Agreement, TSG will not be responsible or liable for any claims that arise, whether directly or indirectly as a result or consequence of:

- a) a Trustee breaching the provisions of the Trust Deed or any applicable laws which result in the Fund being deemed non compliant with the Superannuation Laws;
- b) the Trustee failing to comply, or failing to comply in sufficient time, with any of the Trustee's responsibilities pursuant to the provisions of this Agreement;
- c) any act, omission, deceit, neglect, mistake or default of any person except to the extent that any such loss is attributable to the wilful negligence, wilful deceit or wilful default of TSG;
- d) the use by the Trustees of a Trust Deed which TSG has advised is deficient and which the Trustee has refused to upgrade; and
- e) any particular investment or investment performance or rate of return.

Part 8 - Fees and Charges

Table 1: Establishment Fees for new Funds only:

	Fee	GST	Total
TSG Fee	\$750.00	\$75.00	\$825.00
Adviser Fee			
Total			

Table 2: Ongoing Yearly Administration Fees paid monthly for new Funds and Existing Funds:

Member/Reserve Account Balance	\$0 to \$500,000	\$500,001 to \$1,000,000	\$1,000,001 and above
TSG Fee	0.7%+GST= 0.77%	0.2%+GST=0.22%	NIL
Adviser Fee			
Total			

Additional Yearly Fees paid monthly:

- A yearly mandatory compliance registration fee (“Compliance Fee”) will be charged by the month on the value of the Account Balance as payment for the provision of Income Tax Returns, Quarterly GST & PAYG returns, Surcharge Reporting, Member Reports, documentation for Basic Strategies, initial assistance in setting up the Fund and Actuarial/Solvency Certificates (if applicable). The Compliance Fee is 0.25% + GST for Accumulation Accounts and 0.4% + GST for Pension & Reserve Accounts.
- A yearly Audit Fee of \$500 + GST=\$550
- The minimum monthly fee (“TSG Fee”) for the provision of the TSG Total Super administration service under the terms of this Agreement is \$183.33 including GST (totalling \$2,200 per annum) unless the relevant Fund has an Account Balance of \$1,000,000 or more.
- A fee of \$12 + GST will be levied per buy/sell transaction in any month where there have been more than 2 transactions.

Fees to bring Existing Fund Records Up To Date

For Existing Funds, as the TSG Total Super administration service must take account of past transactions in a financial year, a discounted minimum monthly administration charge of \$154.00 (including GST) will be levied retrospectively from the commencement of the period for which administration services are required to the date of this Agreement. Thereafter such administration service fees will revert to those fees identified in Table 2 above.

Please Note:

- If a member or the Trustee enters into a transaction or performs a task that may cause a breach of the Superannuation Industry (Supervision) Act 1993 ('the SIS Act') then the Fund may incur additional fees for remedial action.
- Fees for remedial action or work outside the scope of this Agreement are discounted by 30% to \$275 per hour including GST.
- For the purposes of this Part 8, "GST" means the Goods and Services Tax (being 10% when "A New Tax System (Goods and Services Tax) Act 1999" commenced".

Acknowledgment and Agreement

Dated this _____ day of _____ 20 ____

Trustee:

[If one or more are individuals]

Signature 1 _____ Signature 2 _____

Name 1 _____ Name 2 _____

Signature 3 _____ Signature 4 _____

Name 3 _____ Name 4 _____

[If a Company with more than one Director]

EXECUTED BY [Name of Company])
in the presence of:)

Director/Secretary

Director

Name of Director/Secretary

Name of Director

[If a Company with only one Director]

EXECUTED BY [Name of Company])
in the presence of:)

Director/Secretary

[Name of Director] who states they
are the sole Director and sole
Secretary of that company

Adviser:

Signature _____

Name _____

Signed for and on behalf of

TSG:

Signature _____

Name _____