



# **NAB**

# **Equity Builder**

## **Application for guarantors**

- You should seek independent legal and financial advice on the effect of this guarantee before you agree to sign it.
- You can refuse to sign this guarantee.
- There are financial risks involved in signing this guarantee (for example, it may become necessary for you to sell your assets so that you can pay us).
- You have the right to limit your liability under this guarantee in accordance with the Code of Banking Practice (if it applies to this guarantee) and as allowed by law.
- You can request information about the credit contract or other facility or financial obligations to be guaranteed (including any existing credit contract, facility or financial obligation with us to be refinanced by the new credit contract, facility or financial obligation).

## Risk Disclosure Statement

You are considering becoming a *guarantor* in relation to a facility for the purpose of investing in *stocks* and *managed fund investments*. If you do that, you will unconditionally and irrevocably guarantee to us all of the monetary and other obligations of the *client* under the facility. Before you agree to do that, you should be aware of the risks associated with guaranteeing monies borrowed on the security of *stocks* and *managed fund investments*. To assist you in this, we set out below the relevant parts of the Risk Disclosure Statement which we provided to the *client* at the time they applied for the facility.

There are risks associated with using a NAB Equity Builder Facility to borrow on the security of *stocks* and *managed fund investments*. You should be aware of these risks before you enter into NAB Equity Builder Guarantee Terms. We have described some of these risks in the following paragraphs.

You should also carefully consider the NAB Equity Builder Guarantee Terms, as they contain important information regarding the terms and conditions that will apply to the NAB Equity Builder Guarantee and will help you understand this Risk Disclosure Statement.

Terms that are defined in the NAB Equity Builder Facility Terms and Guarantee Terms have the same meaning in this statement. We also strongly recommend that you obtain legal and financial advice on the effect of the guarantee.

1. Borrowing on the security of *stocks* or *managed fund investments* exposes the *client* to the volatility of the share market and the determination by us of the value of the *stocks* and *managed fund investments*. If there is a decrease in the value of *stocks* or *managed fund investments* that the *client* has borrowed against, the *client's* and your financial position may be significantly affected.
2. There may also be circumstances where we require the *client* to repay all of what they owe us. For example, we may require this if:
  - (a) the *client* does not pay amounts owing under the *facility* when due or otherwise fails to comply with their obligations under the *facility*;
  - (b) any event occurs which, in our opinion, may materially affect the *client's* ability to meet their obligations under the facility.

A repayment request will not be made on you until after all of the financed investments have been completely sold.

There are other circumstances in which we can ask you to pay us all of what the *client* owes us. Again, such a request will only occur after all of the *financed investments* have been sold.

3. In some cases, the value of *stocks* and *managed fund investments* that the *client* has provided as security may not be sufficient to repay the amount that the *client* owes us. In this situation the *client* has no further liability. The *client's* liability is limited to the value of the security that it has provided. We may, however, recover the remainder that the *client* owes us from you.

## Guarantor Accession Deed Poll

### Interpretation

1. Words and expressions have the meanings given in the NAB Equity Builder Guarantee Terms and the Facility Terms, unless they are given a different meaning in this deed.

### Accession of Guarantor

2. The *Guarantor* agrees to become a *guarantor* under the Guarantee Terms, and to be bound by the Guarantee Terms as a *guarantor*, from the Effective Date.
3. In particular, but without limiting the generality of clause 2, the *Guarantor*:
  - (a) unconditionally and irrevocably guarantees the obligations of the *client* under the *facility* on the terms of Part 1 of the Guarantee Terms;
  - (b) makes the acknowledgements in clause 7, and the declarations in clause 34, of the Guarantee Terms;
  - (c) agrees to grant a mortgage to National Australia Bank Limited as security for the payment of the *guarantor's secured liabilities* on the terms of Part 2 of the NAB Equity Builder Guarantee Terms;
  - (d) appoints National Margin Services Pty Ltd to provide, as the *Guarantor's* agent, transfers and registration services in respect of CHES-eligible investments that form part of the secured property, on the terms of Part 3 of the Guarantee Terms; and
  - (e) appoints NMS Nominees Pty Ltd to hold on the *Guarantor's* behalf secured property on the terms of Part 4 of the Guarantee Terms.

### Further matters

4. The *Guarantor* agrees to do anything we ask (such as obtaining consents, signing and producing documents, producing receipts, getting documents completed and signed and paying any duties, taxes and other imposts) to give this deed the effect it is intended by its language to have.

### Governing law

5. This deed is governed by the law in force in Victoria and the *Guarantor* submits to the jurisdiction of courts (including courts of appeal) of that place.

### Effective Date

6. This deed comes into effect on the Effective Date.

### Definitions

7. Meaning of words in this deed:

**Effective Date** means the date this deed is executed on behalf of the *Guarantor*.

**Guarantor** means each person who guarantees the borrower's obligations under the facility by virtue of this *Guarantor* Accession Deed Poll and, if there is more than one of them, means each of them separately and every two or more of them jointly. It includes lawful assigns and successors.

## How to complete this Application

Before completing this Application, ensure you have read and understood the Guarantee Terms, the *Guarantor* Accession Deed Poll, and the Risk Disclosure Statement in this Application. Please note that all applications are subject to approval.

### A – Mandatory

- Complete all Parts A, C, D and E
- Signatures required in Parts D and E

### B – Information

- If you are providing *stocks* and/or *managed fund investments* as third-party security, please complete Attachment 1
- If you are new to NAB, please provide ID documents as specified in Section F

### C – Company Guarantors

- A \$150 Establishment Fee is payable by Company *Guarantors*

**Note:** All *guarantors* residing in Tasmania are subject to a State Government charge to complete registration of Power of Attorney. This fee is refundable in the event your application is not accepted by us.

Please forward this completed Application together with a cheque made payable to NAB Equity Builder for any establishment fee to:

NAB Equity Builder  
Reply Paid 5350  
MELBOURNE VIC 3001

If you have any queries, please contact us on 1300 135 145, between 8.30am and 5.30pm AEST, Monday to Friday.

**Section A** *Guarantor details*

Existing client details

Borrower name

**Guarantor details****First Guarantor**

Title

 Mr  Mrs  Miss  Ms  Other

Family name

Given name(s)

Date of birth

 /  / 

Residential address

  
 State  Postcode

Postal address – if different to residential address

  
 State  Postcode**Contact details**

Home telephone number

 (  ) 

Home facsimile number

 (  ) 

Mobile

Work telephone number

 (  ) 

Work facsimile number

 (  ) 

Email address

**Second Guarantor**

Title

 Mr  Mrs  Miss  Ms  Other

Family name

Given name(s)

Date of birth

 /  / 

Residential address

  
 State  Postcode

Postal address – if different to residential address

  
 State  Postcode**Contact details**

Home telephone number

 (  ) 

Home facsimile number

 (  ) 

Mobile

Work telephone number

 (  ) 

Work facsimile number

 (  ) 

Email address

**Company Guarantor**

Company name

ABN

Registered address

  
 State  Postcode

Postal address – if different to registered address

State

Postcode

Full name(s) of Director(s)

Full name of Secretary

### Contact details

Name of contact person

Home telephone number

Home facsimile number

Mobile

( )

( )

Work telephone number

Work facsimile number

Email address

( )

( )

### Section B Power of Attorney

This power of attorney is given by the *Guarantor* (called 'Principal').

1. The Principal appoints each employee of National Australia Bank Limited ABN 12 004 044 937 ('NAB') and any related body corporate of NAB (as defined by the Corporations Act), whose title is or includes the word 'Manager' ('Attorneys') jointly and each of them severally to be the Principal's attorneys.
2. The Attorneys may do in the name of the Principal and on the Principal's behalf everything necessary or expedient to:
  - (a) execute and deliver any NAB Equity Builder Facility Guarantor Accession Deed Poll by the Principal as a *Guarantor*; and
  - (b) complete blanks and make amendments, alterations and additions to the documents described in (a) considered necessary or desirable by the Attorneys (including, without limitation, changes to parties); and
  - (c) execute and deliver any other documents or do any other acts which are referred to in the documents described in (a) or which are ancillary or related to them or the transactions contemplated by them, in the absolute discretion of the Attorneys; and
  - (d) appoint one or more substitute attorneys to exercise, or delegate to one or more sub-attorneys the power to exercise, one or more of the powers given to the Attorneys, and to revoke any of those appointments, and in this power of attorney, 'Attorneys' includes a substitute attorney and sub-attorney appointed under this clause; and
  - (e) execute and deliver any document amending the document described in (a) in any form the Attorneys consider appropriate.
3. The Attorneys may do any of these things despite the fact that a document they execute in the exercise of their powers itself contains a power of attorney or appointment of an attorney or agent for any purpose whatsoever.
4. The Principal declares that all acts, matters and things done by the Attorneys in exercising powers under this power of attorney will be as good and valid as if they had been done by the Principal, and agrees to ratify and confirm whatever the Attorneys do in exercising powers under this power of attorney.
5. The Principal indemnifies each of the Attorneys against liability, loss, costs, charges or expenses arising from the exercise of powers under this power of attorney.
6. The Principal declares that a person (including, but not limited to, a firm, body corporate, unincorporated association or authority) who deals with any of the Attorneys in good faith, may accept a written statement signed by any of the Attorneys to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.
7. The Principal declares that the Principal and a person (including, but not limited to, an executor, administrator, successor, substitute or assign) claiming under the Principal are bound by anything the Attorneys do in exercising powers under this power of attorney.
8. The Principal declares that this power of attorney is given for valuable consideration and is given by way of security to secure the performance of obligations owed by the Principal to NAB and is irrevocable for so long as any of those obligations remain undischarged, unless NAB consents to its revocation.
9. The Attorneys are expressly authorised to do any act as a result of which a benefit may be conferred on the Attorneys, NAB, any related body corporate of NAB or any of them.

## Section C Guarantor Tax File Number Notification

### Tax File Number ('TFN')

NAB is authorised under the Income Tax Assessment Act 1936 to ask for your TFN when you apply to act as a *guarantor* for a facility. You are not required by law to provide your TFN and it is not an offence if you decide not to, however, if you do not provide it, tax may be deducted from your dividends and distributions at the highest marginal tax rate.

If you require further information on the use and collection of TFNs, contact your tax adviser or the Australian Taxation Office.

If you quote your TFN, you authorise each of National Australia Bank Limited, NMS Nominees Pty Limited and National Margin Services Pty Ltd as your agent to provide your TFN details as provided to investment bodies in connection with the facility. To avoid doubt this authority extends to the provision of your TFN to the relevant investment body for further investments in connection with the facility. This authority is to apply until such time as it is revoked in writing to us.

Name of First <i>Guarantor</i>	Tax File Number
<input type="text"/>	<input type="text"/>
Name of Second <i>Guarantor</i>	Tax File Number
<input type="text"/>	<input type="text"/>
Name of Company <i>Guarantor</i>	Tax File Number
<input type="text"/>	<input type="text"/>

If you are a non-resident for Australian taxation purposes then interest, dividends and royalties paid to you from an Australian source may be subject to withholding tax. **Tick the box** if you are a non-resident for Australian taxation purposes.

I am a non-resident for Australian taxation purposes.

## Section D Guarantor Acknowledgement and Execution

I/We agree that the National Australia Bank Limited may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a *Guarantor* for the NAB Equity Builder Facility applied for by, or provided to, the *client* named in Part A.

By executing this Application, I/we, the *Guarantor(s)* grant the power of attorney contained in this Application as Principal authorising each Attorney, among other things, to execute the *Guarantor* Accession Deed Poll, by which I/we will become bound to the Guarantee Terms. I/We acknowledge having read and understood the Guarantee Terms, the *Guarantor* Accession Deed Poll, and the Risk Disclosure Statement.

I/We acknowledge that:

- I/We have not been given or relied upon any legal or tax advice from NAB, or advice from NAB as to the effect of giving the guarantee and mortgage.
- I/We have been appropriately informed of and warned about the risk and possible consequences of providing the guarantee.
- I/We have not been given or relied upon any financial advice or recommendation from NAB about any specific stock or managed fund investment, except as part of a full written financial plan prepared by NAB.
- NAB has recommended to me/us that I/we seek independent legal, tax and financial advice before agreeing to give the guarantee and indemnity in the Guarantee Terms.

By executing this Application I/we acknowledge and agree that I/we will be bound by the guarantee and indemnity contained in the Guarantee Terms.

### IMPORTANT

#### BEFORE YOU SIGN

- READ THE GUARANTEE AND INDEMNITY AND THE CREDIT CONTRACT OR OTHER FACILITY OR FINANCIAL OBLIGATION TO BE GUARANTEED.
- You should obtain independent legal and financial advice.
- You should make your own enquiries about the creditworthiness, financial position and honesty of the debtor.

#### THINGS YOU MUST KNOW

- Understand that, by signing this guarantee and indemnity, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and our expenses in enforcing the guarantee and indemnity.
- If the debtor does not pay you must pay. This could mean you lose everything including your home.
- You may be able to withdraw from this guarantee and indemnity or limit your liability. Ask your legal adviser about this before you sign this guarantee and indemnity.
- This guarantee and indemnity applies in relation to a future credit contract or other facility or financial obligation to the extent it is within a limit previously agreed by you in writing. Otherwise this guarantee and indemnity only applies to a future credit contract or other facility or financial obligation if we give you a copy of the relevant contract document and subsequently obtain your written acceptance of the extension of the guarantee and indemnity in this regard.

### Signed, Sealed and Delivered by the *Guarantor*

\*If signing as Director on behalf of a Company, its in accordance with subsection 127(1) of the Corporations Act by authority of its director(s). If the *Guarantor* is a proprietary company with a sole director who is also the sole company secretary, that person states that they sign as both the sole director and the sole company secretary. In all other cases, the Application should be signed by two directors or a director and company secretary.

## Individual/Joint Guarantors

Signature – First Guarantor

Full name (BLOCK LETTERS)

Office held (if applying as a Company)

Date

Signature – Second Guarantor

Full name (BLOCK LETTERS)

Office held (if applying as a Company)

Date

### Section E Guarantor's Witness Execution

Use a separate section for each Guarantor.

Note: Certificate from guarantor's solicitor required for each individual.

#### First Guarantor

##### Certificate from Guarantor's solicitor

I certify that:

- I am a qualified legal practitioner instructed and retained by the *Guarantor* independently of National Australia Bank Limited ('NAB') and of the applicant borrower;
- I am satisfied as to the identity of the *Guarantor*;
- before the *Guarantor* executed this Application, I explained to him/her the contents and effect of this Application, and *Guarantor* Accession Deed Poll, the guarantee and indemnity set out in the Facility Terms and the risks and consequences of providing the guarantee;
- the *Guarantor* told me, and I am satisfied, that he/she understood my explanation of his/her obligations under these documents and was signing this Application, and entering into the *Guarantor* Accession Deed Poll and the guarantee and indemnity in the Facility Terms, freely, voluntarily and without pressure from NAB, the applicant borrower or any representative of either of them; and
- the *Guarantor* executed this Application in my presence.

Solicitor's signature

Date

Name of firm and address

  
 

#### Second Guarantor

##### Certificate from Guarantor's solicitor

I certify that:

- I am a qualified legal practitioner instructed and retained by the *Guarantor* independently of National Australia Bank Limited ('NAB') and of the applicant borrower;
- I am satisfied as to the identity of the *Guarantor*;
- before the *Guarantor* executed this Application, I explained to him/her the contents and effect of this Application, and *Guarantor* Accession Deed Poll, the guarantee and indemnity set out in the Facility Terms and the risks and consequences of providing the guarantee;
- the *Guarantor* told me, and I am satisfied, that he/she understood my explanation of his/her obligations under these documents and was signing this Application, and entering into the *Guarantor* Accession Deed Poll and the guarantee and indemnity in the Facility Terms, freely, voluntarily and without pressure from NAB, the applicant borrower or any representative of either of them; and
- the *Guarantor* executed this Application in my presence.

Solicitor's signature

Date

Name of firm and address

### Signature section for individuals

Name of Guarantor

**Statutory warning:** You are not entitled to an indemnity from the person who incurred the liability. Signed, sealed and delivered as a deed by the Guarantor in the presence of the Guarantor's solicitor.

Guarantor's signature

Solicitor's signature as witness

(To be witnessed by the solicitor who signs the solicitor's certificate.)

Full name (BLOCK LETTERS)

Date of birth

### Signature section for individuals

Name of Guarantor

**Statutory warning:** You are not entitled to an indemnity from the person who incurred the liability. Signed, sealed and delivered as a deed by the Guarantor in the presence of the Guarantor's solicitor.

Guarantor's signature

Solicitor's signature as witness

(To be witnessed by the solicitor who signs the solicitor's certificate.)

Full name (BLOCK LETTERS)

Date of birth

### Section F Client ID requirements for individuals new to NAB

#### Accepted Documents

Verify the customer's full name and either date of birth or residential address by selecting **TWO** documents from the list below.

**NOTE:** At least **ONE** document must be included from **Table A**.

#### Table A: Primary Identification

- Australian driver's licence containing a photograph of the person
- Australian passport (a passport that has expired within the preceding 2 years is acceptable)
- Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person
- Foreign passport or similar travel document containing a photograph of the person\*
- Australian birth certificate or Australian citizenship certificate (these documents cannot be used together for the purposes of identification)

#### Table B: Secondary Identification

- National identity card issued by a foreign government\*
- A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits and contains the individual's name and residential address
- A document issued by the Australian Taxation Office within the preceding 12 months which contains the individual's name and residential address
- A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address)
- Foreign driver's licence that contains a photograph of the person in whose name it is issued and the individual's date of birth\*
- Australian Government-issued Medicare card
- Australian Government-issued ID or permit card, sealed in plastic
- Australian driver's licence issued on paper
- Letter of reference or equivalent originating from Aboriginal/Torres Strait Islanders Community Leaders

\*Documents not written in English must be accompanied by an English translation prepared by an accredited translator.



### Approved Certifiers

A **certified** copy means a document that has been certified as a true copy of an original document by one of the following persons:

1. A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia as a legal practitioner (however described)
2. A judge of a court
3. A magistrate
4. A chief executive officer of a Commonwealth court
5. A registrar or deputy registrar of a court
6. A Justice of the Peace
7. A notary public (for the purposes of the Statutory Declaration Regulations 1993)
8. A police officer
9. An agent of the Australian Postal Corporation who is in charge of supplying postal services to the public
10. A permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public
11. An Australian consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955)
12. An officer with 2 or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993)
13. A finance company officer with 2 or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declarations Regulations 1993)
14. An officer with, or authorised representative of, a holder of an Australian financial services licence, having 2 or more continuous years of service with one or more licensees or
15. A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership.

### Certified Copy Requirements

A **certified copy** is a document that has been approved as a true copy of an original document.

The following certification requirements **must appear on each page of the copy**:

- **Full printed name** of the Approved Certifier e.g. Michelle Helena Citizen
- **Full address** of the Approved Certifier
- Registration number (if applicable)
- Date that the document was certified
- The text: **“This is to certify that this is a true copy of the original which I have sighted”**
- Signature of the Approved Certifier
- The capacity in which they have certified the document, e.g. **A police officer** etc.

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**Transfer Instructions**

Please complete if you are providing shares and/or managed funds as third-party security.

**Section 1** *Guarantor (must be provided)*

**First Guarantor**

Title

Mr  Mrs  Miss  Ms  Other

Surname

Given name(s)

**Second Guarantor**

Title

Mr  Mrs  Miss  Ms  Other

Surname

Given name(s)

**Company Guarantor**

Company Name



## Signature(s)

I/We (or acting in capacity as Company Directors or trustee of a Trust) authorise the transfer of shares listed to National Margin Services Pty Ltd, and the managed fund investments to NMS Nominees Pty Ltd as required.

I/we acknowledge that National Margin Services Pty Ltd ('NMS') and NMS Nominees Pty Ltd ('Nominees') are wholly-owned subsidiaries of National Australia Bank Limited ('NAB'). NMS and Nominees are not Authorised Deposit-Taking Institutions and their obligations do not represent deposits or other liabilities of NAB. NAB does not guarantee the obligations or performance of NMS or Nominees or the products or services these subsidiaries offer.

Note: If you are transferring your entire share portfolio and HIN to National Margin Services Pty Ltd, by authorising the transfer, your sponsorship agreement with the existing broker/margin lender will cease.

### Company Guarantor

Signature – First Guarantor

✘

Full name (BLOCK LETTERS)

Date

/ /

Signature – Second Guarantor

✘

Full name (BLOCK LETTERS)

Date

/ /

### Company Guarantor

Executed by

\*Name of Company

in accordance with subsection 127(1) of the Corporations Act by authority of its director(s).

Signature of authorised person

✘

Full name (BLOCK LETTERS)

Office held (Director, Secretary or Sole Director and Sole Company Secretary)

Date

/ /

Signature of authorised person

✘

Full name (BLOCK LETTERS)

Office held (Director or Secretary)

Date

/ /

\*If the Guarantor is a proprietary company with a sole director who is also the sole company secretary, that person states that they sign as both the sole director and the sole company secretary. In all other cases, the Application should be signed by two directors or a director and company secretary.

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For more information call

**1300 135 145**

8.30am – 5.30pm EST, Monday to Friday

Email [equity.lending@nab.com.au](mailto:equity.lending@nab.com.au)

or visit [nab.com.au/equitylending](http://nab.com.au/equitylending)



Hearing impaired customers  
with telephone typewriters  
can contact us on **1300 363 647**