



NAB Equity Lending Application.



Risk Disclosure Statement

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

You should also carefully consider the NAB Equity Lending Product Disclosure Statement (PDS) and the Facility Terms as they contain important information regarding the terms and conditions that will apply to your NAB Equity Lending Facility and will help you understand this Risk Disclosure Statement.

Terms that are defined in the Facility Terms in italics have the same meaning in this statement.

We strongly recommend that you obtain independent professional advice as to the suitability of margin lending for you and the risks involved before you enter into a NAB Equity Lending Facility. You should not infer that we are providing personal investment or tax advice in making the *facility* available to you.

1. Borrowing on the security of *stocks* or *managed fund investments* exposes you to the volatility of the share market. If there is a decrease in the value of *stocks* or *managed fund investments* that you have borrowed against, your financial position may be significantly affected.
We may make a *margin call* if a fall in the value of *stocks* or *managed fund investments* in your portfolio causes the *current LVR* to be equal to or greater than the *margin call LVR* at that time.
It is important to note that *stocks* or *managed fund investments* other than *approved stocks* and *approved managed fund investments* will have a *security ratio* of zero.
If we make a *margin call* you may be required to provide additional security or funds on short notice (in many cases, by 2pm on the business day after the *margin call* is made).
Unless you provide us with additional security or funds so that the *current LVR* is less than the *base LVR* by the *margin call deadline* we may sell some of your or the *guarantor's* (if any) *secured property* to meet the *margin call*.
2. There may also be circumstances where we require you to repay all of what you owe us. For example, we may require this if:
 - (a) you do not satisfy a *margin call*;
 - (b) any event occurs which in our opinion may materially affect your or the *guarantor's* (if any) ability to meet your or their obligations under the *facility*We may also require you to repay all of what you owe us at any time if we give you 5 business days notice.
There are other circumstances in which we can ask you to pay us all of what you owe us. You should familiarise yourself with these. (See clauses 10.2, 10.3 and 25.1 of the Facility Terms.)
3. In some cases, the value of *stocks* and *managed fund investments* that you have provided as *security*, may not be sufficient to repay the amount that you owe us. We may recover the remainder of what you owe us from you or the *guarantor* (if any) personally. We assign to each *stock* and *managed fund investment* a *security ratio*. The *security ratio* of a *stock* or *managed fund investment* is a percentage determined by us which reflects the amount that we may be prepared to lend against that *stock* or *managed fund investment*. The *security ratio* that we assign to a *stock* or *managed fund investment* is not an indication by us as to the suitability of that *stock* or *managed fund investment* to form part of your portfolio or the financial prospects of that *stock* or *managed fund investment*. We may change the *security ratio* that we assign to a particular *stock* or *managed fund investment* in your portfolio at any time. This may cause a *margin call*. We will, via our website, give you notice of any changes in the *security ratio* used to calculate the *security value* of the *stock* and *managed fund investment* as soon as practicable after the change.
4. If you are intending to go away or will not be contactable for a length of time, you should make arrangements with us (for example, provide us with additional security) to reduce the risk of a *margin call* being made. In any case, if you cannot be contacted for a length of time, you should give us the name and contact details of a person who is able to be contacted in your absence and who is authorised by you to respond to a *margin call*. We may sell some of your *secured property* if we have taken reasonable steps to notify you of the *margin call* and you fail to meet that *margin call*. The sale of your *secured property* may occur even if you or your representative have not received notice of the *margin call*.
5. Gearing of your investments can magnify the gains and losses in the value of your portfolio. You should discuss with your financial or tax adviser whether gearing your investment is appropriate for you. If you do gear your *investments* you should be aware that you may not have received the income or the benefit of any tax deductions at the time you are required to pay interest owing. You should ensure that you always have adequate income, resources or borrowing capacity under the *facility* to meet any interest payments.
6. All *stocks* and *managed fund investments* that you or the *guarantor* (if any) have provided as security for your obligations under the margin lending *facility* or that you buy using funds advanced to you under the *facility* are mortgaged to us. Under the terms of the mortgage, all dividends, interest, allotments, offers, benefits, privileges, rights, bonuses, distributions or rights to take up *stocks* or *managed fund investments* are mortgaged to us and we must agree before you have access to these rights. If a default event occurs, we may sell the *stocks* or *managed fund investments* and keep that portion of the proceeds that you owe us. We will not release any mortgage you or the *guarantor* (if any) have given us under the *facility* until no amount is owing to us in connection with the *facility* by you or the *guarantor* (if any).
7. If you are borrowing through a company, each director of the company will be required by us to give us a *guarantee* of the company's obligations under the *facility*. This means that each director is personally liable for the company's obligations and individually bears all of the risks outlined above. Under the terms of the *guarantee*, we do not have to proceed against the company first before we can enforce our rights against directors.
8. Where permitted we may pay commission to any person we choose (including any financial adviser or planner, any broker and any of our related entities). The payment of that commission is not an endorsement by us of that person and we do not, in any circumstances accept responsibility for any statement, act or omission of them, except where required by law.

In this Application, 'Facility Terms' means the terms and conditions of the NAB Equity Lending Facility Terms accompanying this Application, and 'NAB' means National Australia Bank Limited.

If you do not have a copy of the Facility Terms, please contact NAB Equity Lending on 1300 135 145.

How to complete this Application

Before completing this Application, please ensure you:

1. read and understand the Product Disclosure Statement and Facility Terms for NAB Equity Lending.
2. read and understand the Product Disclosure Statement for the *cash management account*.
3. read and understand the Risk Disclosure Statement in this Application.
4. use the Application checklist below to ensure you have provided us with all the essential information. Any incomplete information could delay the establishment of your Facility.

Note: Terms which are defined in the Facility Terms have the same meaning in the Application.

Please note that all applications are subject to approval.

A – Mandatory

If you are: (please tick)	Sections to complete (please tick)	Sections to sign (please tick)	What to include with the application (please tick)	Establishment Fee* (please tick)
<input type="checkbox"/> An Individual/Joint Applicant	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> E	<input type="checkbox"/> H Parts A and B	<input type="checkbox"/> Income verification	<input type="checkbox"/> N/A
<input type="checkbox"/> A Company Applicant (all directors must act as Guarantors)	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> E	<input type="checkbox"/> H Part B	<input type="checkbox"/> Company Financial Statements	<input type="checkbox"/> \$150
<input type="checkbox"/> All directors of a Company Applicant	<input type="checkbox"/> Attachment 7 Part A	<input type="checkbox"/> Attachment 7 Parts B1, B2 and C	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
<input type="checkbox"/> A Trustee Applicant				
<input type="checkbox"/> A Company as Trustee for a trust (all directors must act as Guarantors)	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> E	<input type="checkbox"/> H Part B	<input type="checkbox"/> A certified copy of the trust deed including all amendments <input type="checkbox"/> Trust Financial Statements	<input type="checkbox"/> \$300
<input type="checkbox"/> Individual/Joint Applicant as Trustee for a Trust	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> E	<input type="checkbox"/> H Parts A and B	<input type="checkbox"/> A certified copy of the trust deed including all amendments <input type="checkbox"/> Trust Financial Statements	<input type="checkbox"/> \$150
<input type="checkbox"/> A Company Guarantor(s)	<input type="checkbox"/> Attachment 7 Part A	<input type="checkbox"/> Attachment 7 Part B1	<input type="checkbox"/> N/A	<input type="checkbox"/> \$150
<input type="checkbox"/> A new client to NAB	<input type="checkbox"/> Certified copy of identification			

All applicants and guarantors must read Section F & G

B – Additional instructions

If you are: (please tick)	Sections to complete (please tick)
<input type="checkbox"/> Transferring shares/managed funds	<input type="checkbox"/> Attachment 1
<input type="checkbox"/> Refinancing an existing margin loan	<input type="checkbox"/> Attachment 1
<input type="checkbox"/> Investing in a managed fund	<input type="checkbox"/> Attachment 2, Part A
<input type="checkbox"/> Establishing Instalment Gearing	<input type="checkbox"/> Attachment 2 Part B <input type="checkbox"/> Attachment 3, Part A
<input type="checkbox"/> Paying interest from a nominated bank account	<input type="checkbox"/> Attachment 3, Part A
<input type="checkbox"/> Direct Credit Request	<input type="checkbox"/> Attachment 3, Part B
<input type="checkbox"/> Dividend distributions	<input type="checkbox"/> Attachment 3, Part C
<input type="checkbox"/> Authorising another person to operate the Facility on your behalf	<input type="checkbox"/> Attachment 5
<input type="checkbox"/> Providing third party security	<input type="checkbox"/> Attachment 7
<input type="checkbox"/> A Guarantor providing us with your Tax File Number	<input type="checkbox"/> Attachment 7 Part D
<input type="checkbox"/> Providing us with your Tax File Number	<input type="checkbox"/> C

Note: All applicants and *guarantors* residing in Tasmania are subject to a State Government charge to cover stamping and registration of the Power of Attorney. Contact NAB Equity Lending for further information.

*We will debit the applicant's *loan account* or *cash management account*. This fee is refundable in the event your application is not accepted by us.

Please forward this completed Application to:

NAB Equity Lending
Reply Paid 5350
MELBOURNE VIC 3001

Section A Applicant details**First applicant**

Title Surname First given name Second given name Date of birth
| | | | / /

Residential address
| Postcode

Postal address – if different to residential address
| Postcode

Contact details

Home telephone number Home facsimile number Mobile
() ()

Email address Work telephone number Work facsimile number
() ()

Employment details

Occupation Employer name
|

Employer address
| Postcode

Are you a U.S. Citizen or Resident of U.S. for tax purposes? Yes No

Second applicant

Title Surname First given name Second given name Date of birth
| | | | / /

Residential address
| Postcode

Postal address – if different to residential address
| Postcode

Contact details

Home telephone number Home facsimile number Mobile
() ()

Email address Work telephone number Work facsimile number
() ()

Employment details

Occupation Employer name
|

Employer address
| Postcode

Are you a U.S. Citizen or Resident of U.S. for tax purposes? Yes No

Is either applicant an employee of NAB or any of its subsidiaries?

Yes – give details Employee number |

Margin Loan Statements

Statements for your margin loan will be made available regularly at nab.com.au/equitylending. If you would like to receive hard copy statements, please tick the box below.

Yes, please send hard copy statements to my postal address

Please note that your election will apply until you contact us to notify us that you have changed your mind.

Company applicant

The company directors who execute a NAB Equity Lending application will automatically be authorised representatives on the approved facility

Company name

ACN	ABN

Registered address

Postcode	

Principal Place of Business

Postcode	

Postal address – if different to registered address

Postcode	

Industry/nature of business

--

Primary Contact Name (If primary contact is not a director please complete attachment 5)

--

Office telephone number

()

Office facsimile number

()

Full name of Secretary

--

Is the company organised or incorporated in the US? Yes No

Is the Company a financial institution (refer definition on page 5)? Yes No

Director 1

Title	Surname	First given name	Second given name	Date of birth
				/ /

Residential address

Postcode	

Postal address – if different to residential address

Postcode	

Employment details

--

Contact details

Home telephone number	Home facsimile number	Mobile
()	()	

Email address	Work telephone number	Work facsimile number
	()	()

Are you a U.S. Citizen or Resident of U.S. for tax purposes? Yes No

Director 2

Title	Surname	First given name	Second given name	Date of birth
				/ /

Residential address

Postcode	

Postal address – if different to residential address

Postcode	

Employment details

--

Contact details

Home telephone number ()	Home facsimile number ()	Mobile _____
Email address _____	Work telephone number ()	Work facsimile number ()

Are you a U.S. Citizen or Resident of U.S. for tax purposes? Yes No

If the company has more than two directors, please complete Attachment 6 at the end of this form.

Beneficial owners* of the above company

***Beneficial owners are any individual who owns through one or more shareholdings 25% or more of the issued capital in the company.**

(Mark appropriate box with an 'X')

Director 1 Director 2 Other _____

There are no individuals who own through one or more shareholdings more than 25% of the above company.

Trust applicant

Please complete the trustee's details at the beginning of this section (Individual or Company as appropriate) and include a certified copy of the trust deed (including all amendments) with this Application.

Name of Trustee

Name of Trust

Trust ABN

Settlor information

Was the material asset contribution to the trust by the settlor at the time the trust was established \$10,000 or more? Yes No

Type of Trust: e.g. Family, Unit, Other (please specify)

Industry/nature of business

Country in which Trust established: Australia, Other

Does the entity trade under a business name?: Yes No

If Yes please provide Registered Business Name

Full name of each beneficiary/member/unit holder, or if the beneficiaries are in a class of membership, the details of the class: (When listed as a Class type, list Class type in Given name box)

Given Name (or Class of beneficiary)	Middle Name(s)	Surname
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Who are the current corporate beneficiaries of the Trust if a company Corporate Unit Holders: (Company/Non-individuals)

Is the trust organised or incorporated in the US? Yes No

Is the Trust a financial institution (refer to definition on next page)? Yes No

Are any of the beneficiaries, the settlor or the appointor of the trust a resident or citizen of the US for tax purposes Yes No

Financial Institutions

As defined by FATCA, a Financial Institution may be any of the following:

- Custodial Institution – that conducts a substantial business of holding financial assets for others;
- Depository Institution – a bank or similar business that accepts deposits in the ordinary course of a business;
- Investment Entity – that conducts (or is managed by an entity that conducts)
 - a) money market trading,
 - b) portfolio management, or
 - c) investing, administering or managing funds or money, as a business on behalf of a customer.
Examples include responsible entities for managed funds, professional fund managers;
- Specified Insurance Company- Issues a cash value insurance contract or annuity;

but excludes small passive investment vehicles, such as family trust and personal investment companies, that are not managed by professional trustees or fund managers.

Section B Facility details

Requested facility limit

The minimum *facility limit* for a fixed rate *loan* or a variable rate *loan* is \$20,000. If you are applying for a combined fixed rate and variable rate *loan*, the fixed rate component must be a minimum of \$20,000. Fixed rate *loans* are fully drawn down on approval.

Type of loan

<input type="checkbox"/> Variable Rate Loan.	<input type="text"/>
<input type="checkbox"/> Fixed Interest Rate Monthly in Arrears	<input type="text"/>
Term of Loan	
<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years	
<input type="checkbox"/> Fixed Interest Rate Annually in Advance.	<input type="text"/>
Term of Loan	
<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years	
Total	<input type="text"/>

Interest Payment

Would you like interest:

- Capitalised
- Debited to a *cash management account* established as part of this Facility. For fixed rate loans only.
- Debited to a nominated bank account. Complete Attachment 3 – Direct Debit Request

Section C Tax File Number Notification

Tax File Number ('TFN')

NAB Equity Lending is authorised under the Income Tax Assessment Act 1936 to ask for your TFN. You're not required to provide your TFN and it is not an offence if you decide not to. However, if you don't provide it, any withholding tax required by law to be deducted will be deducted at the highest marginal rate. If you provide your TFN, you authorise disclosure of it to third parties where doing so is in accordance with taxation law.

Name of first applicant	Tax File Number
<input type="text"/>	<input type="text"/>
Name of second applicant	Tax File Number
<input type="text"/>	<input type="text"/>
Name of company/trust applicant	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 Financial Adviser/Broker details

Part A: Financial Adviser details

You authorise us to take instructions from this financial adviser on your behalf.

Note: Legislation prohibits financial advisers charging asset based fees to retail clients where *new stocks* and *managed fund investments* are purchased from 1 July 2013 using borrowed funds from the *facility*.

Adviser name

Company name

Licensed dealer group (if applicable)

Address

Postcode

Contact number

Work telephone number

Work facsimile number

Mobile

Email address

I/We permit our nominated financial adviser to access our *facility* details via the internet

Yes No

I/We permit our nominated financial adviser to receive a regular statement of our *facility*

Yes No

If you want your nominated financial adviser to receive a notification of a *margin call* on your behalf, you are required to complete further documentation before this can occur. Please contact NAB Equity Lending on 1300 135 145 to request this documentation.

Part B: Broker details (including online brokers, if applicable)

You authorise the broker whose name appears below to request us to provide funds or securities (in accordance with Clause 56.2 of the Facility Terms) to enable us to settle transactions undertaken by the broker on your behalf.

Broker name

Company name

Company address

Postcode

Contact number

Work telephone number

Work facsimile number

Mobile

Email address

Trading account number

I/We permit our nominated broker to access our *facility* details via the internet

Yes No

I/We permit our nominated broker to receive a regular statement of our *facility*

Yes No

If you want your nominated broker to receive a notification of a *margin call* on your behalf, you are required to complete further documentation before this can occur. Please contact NAB Equity Lending on 1300 135 145 to request this documentation.

Additional instructions:

Section E Financial Information

- Company and Trust applicants please include a copy of your most recent financial statements.
- For verification purposes, please provide us with evidence of your annual income, rental income and any other income (e.g. copies of two payslips from the past three months, or a copy of your most recent tax return).

Part A: Compulsory Additional information

Have you taken out a loan to fund the equity contribution for this margin loan? No Yes (if 'yes', provide details below)

Was the loan secured against your primary residential property? No Yes

Amount borrowed: \$

Are you a "wholesale" investor (as defined under Section 761G of the Corporations Act 2001)? No Yes

Part B: Income and expenses

	First Applicant/First Director	Second Applicant/Second Director
Income (Monthly)		
Salary (net)	\$	\$
Rental income (net)	\$	\$
Investment income (including dividends and interest)	\$	\$
Other income (detail below)	\$	\$
	\$	\$
	\$	\$
TOTAL INCOME (Columns must be totalled)	\$	\$

Expenses (Monthly)		
Mortgage payments (residential)	\$	\$
Mortgage payments (investment property)	\$	\$
Rental payments	\$	\$
Loan/other payments	\$	\$
Credit or store card payments	\$	\$
Existing margin loan payments	\$	\$
Other living expenses	\$	\$
	\$	\$
TOTAL EXPENSES (Columns must be totalled)	\$	\$

Part C: Assets and liabilities

Joint applications – apportion joint assets and liabilities evenly; e.g. for a \$200,000 joint asset or liability, enter \$100,000 for First Applicant/First Director and \$100,000 for Second Applicant/Second Director.

	First Applicant/First Director	Second Applicant/Second Director
Assets		
Property – Residential	\$	\$
Property – Investment	\$	\$
Cash	\$	\$
Investment (e.g. shares, funds)	\$	\$
Other assets (excluding superannuation)	\$	\$
	\$	\$
TOTAL ASSETS (Columns must be totalled)	\$	\$

Liabilities		
Residential property mortgage	\$	\$
Investment property mortgage	\$	\$
Other loan/s	\$	\$
Credit or store card limit	\$	\$
Existing margin loan limit	\$	\$
Other liabilities	\$	\$
	\$	\$
TOTAL LIABILITIES (Columns must be totalled)	\$	\$

Section F Handling personal information

Sharing and handling your personal information

If you go ahead with this application, NAB can give some of your personal information to credit reporting bodies and others and get information about you from them to help us assess your credit worthiness.

There is more information about how NAB collects, uses, shares and handles your personal information in NAB's Privacy Policy and our Privacy Notification. This includes how you can:

- access and correct your information;
- make a complaint about how we manage your information; and
- contact the credit reporting bodies we deal with if you have queries about the information they hold.

NAB's Privacy Policy is at www.nab.com.au/privacy and NAB's Privacy Notification is at www.nab.com.au/privacynotification. You can also request copies of these documents from NAB at any time. NAB will also provide you with a copy of the Privacy Notification.

Acknowledgment and consent

By signing below, I/we acknowledge and agree as follows:

NAB may obtain personal information about me/us from a credit reporting body

NAB may obtain information about me/us from a credit reporting body to assess my/our application (in relation to either consumer credit or commercial credit) or to collect any payment that is overdue in relation to credit that NAB gives me/us as a result of making this application.

NAB may exchange personal information about me/us with other credit providers

NAB may exchange personal information about me/us with other credit providers. This information may be used to assess this application, assist me/us to avoid defaulting on my/our credit obligations, to notify other credit providers of a default by me/us, to assess my/our credit worthiness. This information may include credit eligibility information (that is, information NAB obtained from a credit reporting body or based on information obtained from a credit reporting body.)

NAB may exchange personal information about me with joint borrowers/joint applicants

If there are joint applicants under this application, NAB may exchange personal information about any of us with each other applicant to process this application and to administer the credit facility.

NAB may give information to guarantors and potential guarantors

NAB may give personal information about me/us to a potential or existing guarantor (or their authorised legal representative) to assist them to consider whether to act as a guarantor or to offer property as security and to inform them about:

- this application, the credit guaranteed or to be guaranteed;
- my/our credit worthiness, credit capacity or credit history; and
- any other matter NAB decides is relevant for a potential guarantor or guarantor.

The information that NAB may give to a guarantor or potential guarantor may include credit eligibility information (that is, information NAB obtained from a credit reporting body or based on information obtained from a credit reporting body.) Information will only be given to a potential guarantor enable them to consider whether to offer to act as a guarantor or to offer property as security.

NAB may give personal information about me/us to others to check information

NAB may check the details of the information provided in this application which may include contacting my/our employer, former employer, accountant, landlord, real estate agent or other referee specified by me. Where I/we have provided any identification documentation (e.g. passport, driver's licence) to NAB in connection with this application, NAB may contact the authority that issued the document to verify the status of and any information contained in the document.

NAB may give information about me/us to my/our representatives

NAB may exchange information about me/us with any person acting on my/our behalf including my/our broker or referrer, solicitor, conveyancer or settlement agent, to process this application and establish and manage the loan.

NAB may give information about me/us to NAB's service providers

NAB may exchange information about me/us with its relevant service providers (including any service provider located outside Australia). (Refer to NAB's Privacy Policy and Privacy Notification for more information about overseas countries where NAB may send personal information.)

NAB may give personal information about me/us to NAB's related companies

NAB and its related companies may use the information provided in this application for the purposes of better understanding and/or managing my/our relationship with NAB and its related companies.

Information I/we give NAB about other people

If I/we give NAB information about another individual (such as my/our employer, spouse, referee or solicitor), I/we will let them know that:

- NAB has collected their information to assess this application, to manage any NAB loan I/we get and for any other purpose set out in NAB's

Privacy Notification;

- NAB may exchange this information with other organisations set out in NAB's Privacy Notification;
- NAB handles their personal information in the way set out in NAB's Privacy Policy at www.nab.com.au/privacy and in NAB's Privacy Notification at www.nab.com.au/privacynotification and they can also request a copy by asking NAB; and
- I/we may not be able to get credit from NAB unless NAB obtains their information.

Information I give NAB about other people

If I give NAB information about another individual (such as my employer, spouse, referee or solicitor), I will let them know that

- NAB has collected their information to assess my application to become a guarantor, to manage my guarantee and any NAB loan I guarantee and for any other purpose set out in NAB's Privacy Notification;
- NAB may exchange this information with other organisations set out in NAB's Privacy Notification;
- NAB handles their personal information in the way set out in NAB's Privacy Policy at www.nab.com.au/privacy and in NAB's Privacy Notification at www.nab.com.au/privacynotification and they can ask NAB for copies of these documents; they can access their information by contacting NAB on 13 22 65; and
- NAB may not accept me as a guarantor and the loan applicant may not be able to get credit from NAB unless NAB obtains their information.

Section G Power of Attorney

This power of attorney is given by each Client and Guarantor (each of whom is 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 Lending Facility Terms between NAB, National Margin Services Pty Ltd ABN 81 088 233 872, NMS Nominees Pty Ltd ABN 62 088 233 792 and the Principal as a client, or if the Principal is a Guarantor, 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) stamp and register this power of attorney.
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, except if caused by NAB's fraud or gross negligence.
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 H Declarations and Signatures

Part A – Business Purpose Declaration – Individual/Joint Applicants only

I/We declare that the credit to be provided to me/us by National Australia Bank Limited is to be applied wholly or predominantly for business purposes or investment purposes other than investment in residential property.

IMPORTANT

You should **only** sign this declaration if this loan is wholly or predominantly for business purposes or investment purposes. By signing this declaration you may **lose** your protection under the National Credit Code.

Signature – first applicant



Full name (BLOCK LETTERS)

Date

/ /

Signature – second applicant



Full name (BLOCK LETTERS)

Date

/ /

Section H Part B – Acknowledgement and Signatures

I/We apply for a NAB Equity Lending Facility with National Australia Bank Limited ('NAB'), National Margin Services Pty Ltd ('NMS') and NMS Nominees Pty Ltd ('Nominees'). By executing this Application, I/we, the client grant the power of attorney contained in this Application as Principal authorising each Attorney, among other things, to execute the Facility Terms. I/We acknowledge having read the NAB Equity Lending Product Disclosure Statement the Facility Terms, the Product Disclosure Statement for the cash management account and the Risk Disclosure Statement. By executing this Application, where I/we have also completed any of Attachment 3 – Direct Debit Request:

- I/we acknowledge having read the terms and conditions governing the debit arrangements between NAB and us as set out in this Direct Debit Request and in the Direct Debit Request Service Agreement in the Facility Terms; and
- I/we make the declarations that:
 - this Direct Debit Request authorises NAB to instruct the financial institution to debit the account (as described) on the applicant(s) behalf;
 - all information given to NAB is accurate and not misleading and that the applicant(s) is aware that NAB is relying on it; and
 - the applicant(s) will not alter the direct debit arrangements (including closing or changing the account described) set out in the Direct Debit Request without notifying NAB at least 14 days prior to the next debit day due date.

I/We consent to:

- NAB providing information to third parties as contemplated by clause 58.1 of the Facility Terms.
- NAB communicating to me/us via electronic means if I/we have provided my/our email address as part of this application.
- 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 suitability of this product for me/us.
- I/We have not been given or relied upon any financial advice or recommendation about any specific stock or managed fund investment from NAB Equity Lending (National Australia Bank Limited) (NAB).
- NAB has recommended to me/us that I/we seek independent legal, tax and financial advice on the suitability of this product for me/us.
- NMS and Nominees are wholly owned subsidiaries of 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.

Signed Sealed and Delivered by the Applicant

Individual/Joint Applicants

Signature – first applicant



Signature – second applicant



Full name (BLOCK LETTERS)

Full name (BLOCK LETTERS)

Date

/ /

Date

/ /

Company Applicant

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



Signature of authorised person



Full name (BLOCK LETTERS)

Full name (BLOCK LETTERS)

Office held

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

Office held

(Director or Secretary)

Date

/ /

Date

/ /

*If the applicant 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.

Attachments	Page
1. Security Transfer/Refinance Instructions	12
<ul style="list-style-type: none"> • If you wish to refinance your existing margin loan from another lender to NAB, please provide all necessary details. • Please provide details of any existing shares/managed funds that you or a <i>guarantor</i> are intending to provide as security for your NAB Equity Lending Facility. 	
2. Managed Fund Investment Instructions	14
<ul style="list-style-type: none"> • If you are investing in a managed fund, complete this attachment to advise how your investment will be funded. • If you wish to establish instalment gearing, complete this attachment. 	
3. Direct Debit Request	15
<ul style="list-style-type: none"> • This instruction gives NAB Equity Lending the authority to debit your nominated bank account for all payments nominated by you. 	
4. New to NAB Customers	16
<ul style="list-style-type: none"> • Please provide certified documentation for any applicant, guarantor or nominated authorised representative who is not an existing NAB client as per the requirements on Attachment 4. 	
5. Authorised Representative(s) (must reside in Australia)	17
<ul style="list-style-type: none"> • Individual applicants residing overseas must appoint at least one person who will be the contact person and operate the Facility on behalf of the applicant. • Any applicants may wish to appoint an <i>authorised representative</i> to operate the Facility on their behalf. • A Financial Adviser/Broker may be appointed an <i>authorised representative</i>. • Company directors who execute a NAB Equity Lending application will automatically be authorised representatives on the approved facility. 	
6. Additional Directors details	18
7. Guarantor(s)	19
<ul style="list-style-type: none"> • If you are intending to lodge security that is in the name of a third party, that third party must agree to provide a guarantee, by completing this attachment. • If the borrower is a company, all directors must become <i>guarantors</i>, by completing this attachment. 	

Attachment 1

Security Transfer/Refinance Instructions

Please complete if you wish to transfer shares/managed funds and/or refinance from another margin lender.

Section 1 – Applicant details (must be provided)

First applicant

Title	Surname	First given name	Second given name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Second applicant

Title	Surname	First given name	Second given name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Company/Trust applicant

Company/Trust name

Section 2 – Refinance from another Margin Lender

Please complete if you wish to transfer your existing margin lending facility to NAB Equity Lending. Please provide details of the securities you wish to transfer to NAB Equity Lending by completing Section 3. Please supply a copy of your most recent Margin Loan Statement.

Name of your existing margin lender

Section 3 – Transfer existing shares and/or managed funds

Name in which shares/managed funds are registered:

- First applicant
- Second applicant
- Joint names – first and second applicant
- Company/Trust
- *Other – provide name

* If the shares/managed funds are registered in the name of another person/company other than the applicant(s), the owner must either agree to act as a *guarantor* to your *facility* (see Attachment 6 – Guarantor(s)) or transfer these securities to you. Please note a Trust cannot act as a *guarantor*. You should also note that a transfer to you may have tax consequences – you should seek advice first.

Participant Sponsored Shares (attach copies of most recent CHESS statements)

Name of Sponsoring Participant	Holder Identification Number (HIN)
<input type="text"/>	<input type="text"/>

- Transfer HIN and all my/our CHESS holdings (If you don't transfer your HIN you may need to provide new dividend instructions to the applicable Share Registries)
- or
- Transfer securities listed below (if the space is insufficient attach a list) from my existing Sponsoring Participant named above to National Margin Services Pty Ltd (ABN 81 088 233 872)

Security name	Quantity	Class (ie Ordinary/Preference)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Issuer Sponsored Shares (attach copies of most recent issuer sponsored statements)

Transfer securities listed below from the Issuer to National Margin Services Pty Ltd (ABN 81 088 233 872)

Security name	Quantity	Security Reference Number (SRN)

Managed Funds (attach copies of most recent unit holder statements)

Transfer Managed Fund Investments listed below to NMS Nominees Pty Ltd (ABN 62 088 233 792)

Name of Fund Manager and Fund	Number of units	Investor number

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 investment(s)* to NMS Nominees Pty Ltd, as required. I/We also authorise National Australia Bank Limited to pay out any outstanding loan against these shareholdings or managed fund holdings (if any).

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.

Signed, Sealed and Delivered by the Applicant

Individual/Joint Applicants

Signature first applicant



Full name (BLOCK LETTERS)

Date

 / /

Signature second applicant



Full name (BLOCK LETTERS)

Date

 / /


Company Applicant

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 applicant 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.

Attachment 2 – Managed Fund Investment Instructions

Part A: Managed Fund Investment Details

If you are investing in a managed fund, please provide details about how your investment is to be funded.

Name of Managed Fund	Amount of <i>initial equity contribution</i> No minimum (\$)	Initial loan advance (\$)	Your Total initial investment (\$)

Part B: Instalment Gearing

Only complete this section if you wish to establish Instalment Gearing.

Your monthly instalments commence the month following approval (the initial advance is made on approval). Alternatively, please nominate the month you wish to commence.³

What managed fund(s) do you wish to invest in (this includes any existing managed funds you may have)?

Name of Managed Fund	Monthly equity contribution – Minimum amounts may apply	Monthly loan contribution – Minimum amounts may apply	New Managed Fund	Existing Managed Fund
	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

1. Fund Managers may impose investment minimums; please check the current offer document or contact the relevant fund manager(s). NAB Equity Lending minimums still apply. Please note your initial advance investment will be made upon approval.
2. Your initial equity contribution can be provided by cheque, direct debit from your nominated account (complete Attachment 3) or approved managed fund/shares (complete Attachment 1).
3. The monthly loan components will be processed on or about the 15th day of the month and monthly equity contributions on or about the 10th day of the month. The date the investment occurs however, will be determined by the relevant fund manager.
4. New managed fund investments: attach a completed and signed application from the relevant managed fund offer document.
5. Existing managed fund investments: attach a copy of the most recent unitholder statement.

Attachment 3

Part A – Direct Debit Request

Please read the *Direct Debit Request Service Agreement* contained in the Facility Terms before completing this form.

Request and Authority to debit the account named below to pay National Australia Bank Limited.

By completing this Direct Debit Request, the applicant(s) requests and authorises National Australia Bank Limited (the User) (User ID number 153106) to arrange for any amount National Australia Bank Limited may debit or charge the applicant(s) under the NAB Equity Lending Facility Terms in respect of interest charges and other fees and charges or for *initial equity contributions* and *monthly equity contributions* (as defined in the NAB Equity Lending Facility Terms) or for monthly loan repayments to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the *Direct Debit Request Service Agreement* and the applicant(s) instructions provided below.

Name and address of financial institution at which account is held

Name of financial institution

Details of account to be debited

Name of account

BSB number

Account number

Debit Payment Type

You can choose to have any combination or all of the debit payments listed below:

Interest payment(s) and other fees and charges

Instalment gearing

Initial equity contribution

Monthly equity contribution

The first debit may be made in (insert month only)

Monthly loan repayment of \$

(this amount will be deducted on the 10th day of the month)

Part B – Direct Credit Request

Complete this section if you would like NAB Equity Lending to credit your bank account on request for an advance.

I/We acknowledge that National Australia Bank Limited may refuse to make an advance if:

- The advance will put my/our *Facility* in a margin call position or cause the *secured value* of the *secured property* to fall below 100% of the secured liabilities; or
- The amount requested is less than \$2,000; or
- The advance will cause me/us to exceed my/our Facility limit; or
- The applicant is an individual and National Australia Bank is not satisfied that the proceeds of the advance will not be used for a Code Purpose (as that expression is defined in the *Facility Terms*).

Name and address of financial institution at which account is held

(Note: the bank account must be held in the borrower's name and if the bank account is at an institution other than NAB please include a copy of a statement showing the account name and details)

Name of financial institution

Details of account to be credited

Name of account

BSB number

Account number

Part C – Dividend Instructions (optional)

Credit to Margin Loan

Credit to Nominated Account (complete Part B)

Attachment 4 – New to NAB Customers

100 Point ID Check

Please provide certified documentation verifying 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 <i>or</i> 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.

Attachment 5

Authorised Representative(s)

Note: Individual applicants residing overseas must appoint at least one *authorised representative* and that person(s) must reside in Australia. The company directors who execute a NAB Equity Lending application will automatically be *authorised representatives* on the approved *facility*.

National Australia Bank Limited, National Margin Services Pty Ltd and NMS Nominees Pty Ltd and their related entities ('we') are each authorised to act on the instructions of the person(s) nominated in this section as your *authorised representative(s)*. *Authorised representatives* are able to do anything you can do under the *facility* including requesting an increase to the *facility limit*, buying and selling investments and receiving and responding to *margin calls*. This authorisation will remain in place until you provide NAB Equity Lending with a written request to terminate their appointment. If more than one person is nominated, we may act on the instructions of any of them unless otherwise advised. Any changes to CHES Registration address or requests for a limit increase must be signed by the applicant, not an *authorised representative*.

The *authorised representative(s)* confirms that they have read the Product Disclosure Statement and Facility Terms for NAB Equity Lending and the Product Disclosure Statement for the *cash management account*.

First authorised representative

Title	Surname	First given name	Second given name	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

Residential address	Postcode
<input type="text"/>	<input type="text"/>

Postal address – if different to residential address	Postcode
<input type="text"/>	<input type="text"/>

Occupation	Relationship to applicant
<input type="text"/>	<input type="text"/>

Contact details

Home telephone number	Home facsimile number	Mobile
<input type="text"/> (<input type="text"/>)	<input type="text"/> (<input type="text"/>)	<input type="text"/>

Email address	Work telephone number	Work facsimile number
<input type="text"/>	<input type="text"/> (<input type="text"/>)	<input type="text"/> (<input type="text"/>)

Signature† – first authorised representative	†By signing this attachment, the <i>authorised representative</i> agrees to be the <i>authorised representative</i> of the applicant(s) for the purpose contemplated by this Application and acknowledges receiving NAB's Privacy Notification.
<input type="text"/>	

Signature – first applicant	Signature – second applicant
<input type="text"/>	<input type="text"/>

Full name	Full name
<input type="text"/>	<input type="text"/>

Second authorised representative

Title	Surname	First given name	Second given name	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

Residential address	Postcode
<input type="text"/>	<input type="text"/>

Postal address – if different to residential address	Postcode
<input type="text"/>	<input type="text"/>

Occupation	Relationship to applicant
<input type="text"/>	<input type="text"/>

Contact details

Home telephone number	Home facsimile number	Mobile
<input type="text"/> (<input type="text"/>)	<input type="text"/> (<input type="text"/>)	<input type="text"/>

Email address	Work telephone number	Work facsimile number
<input type="text"/>	<input type="text"/> (<input type="text"/>)	<input type="text"/> (<input type="text"/>)

Signature† – second authorised representative	†By signing this attachment, the <i>authorised representative</i> agrees to be the <i>authorised representative</i> of the applicant(s) for the purpose contemplated by this Application and acknowledges receiving NAB's Privacy Notification.
<input type="text"/>	

Signature – first applicant	Signature – second applicant
<input type="text"/>	<input type="text"/>

Full name	Full name
<input type="text"/>	<input type="text"/>

Attachment 6

Additional directors

Director 3

Title	Surname	First given name	Second given name	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

Residential address

<input type="text"/>	Postcode
----------------------	----------

Postal address – if different to residential address

<input type="text"/>	Postcode
----------------------	----------

Employment Details

<input type="text"/>

Contact details

Home telephone number	Home facsimile number	Mobile
<input type="text"/> (<input type="text"/>)	<input type="text"/> (<input type="text"/>)	<input type="text"/>

Email address	Work telephone number	Work facsimile number
<input type="text"/>	<input type="text"/> (<input type="text"/>)	<input type="text"/> (<input type="text"/>)

Are you a U.S. Citizen or Resident of U.S. for tax purposes? Yes No

Director 4

Title	Surname	First given name	Second given name	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

Residential address

<input type="text"/>	Postcode
----------------------	----------

Postal address – if different to residential address

<input type="text"/>	Postcode
----------------------	----------

Employment Details

<input type="text"/>

Contact details

Home telephone number	Home facsimile number	Mobile
<input type="text"/> (<input type="text"/>)	<input type="text"/> (<input type="text"/>)	<input type="text"/>

Email address	Work telephone number	Work facsimile number
<input type="text"/>	<input type="text"/> (<input type="text"/>)	<input type="text"/> (<input type="text"/>)

Are you a U.S. Citizen or Resident of U.S. for tax purposes? Yes No

Director 5

Title	Surname	First given name	Second given name	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

Residential address

<input type="text"/>	Postcode
----------------------	----------

Postal address – if different to residential address

<input type="text"/>	Postcode
----------------------	----------

Employment Details

<input type="text"/>

Contact details

Home telephone number	Home facsimile number	Mobile
<input type="text"/> (<input type="text"/>)	<input type="text"/> (<input type="text"/>)	<input type="text"/>

Email address	Work telephone number	Work facsimile number
<input type="text"/>	<input type="text"/> (<input type="text"/>)	<input type="text"/> (<input type="text"/>)

Are you a U.S. Citizen or Resident of U.S. for tax purposes? Yes No

Attachment 7

Guarantor(s)

Complete this attachment if you are providing third party security or a Director's Guarantee. Please note a trust cannot act as a *guarantor*. Before completing this attachment, ensure you have read and understood the Facility Terms and the Product Disclosure Statement for the *cash management account*. You should also read and understand the Risk Disclosure Statement in the Application.

Warning

Please Read!

This attachment contains a guarantee and indemnity.

- You should seek independent legal and financial advice on the effect of this guarantee and indemnity before you agree to sign it.
- You can refuse to sign this guarantee and indemnity.
- There are financial risks involved in signing this guarantee and indemnity (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 and indemnity in accordance with the Code of Banking Practice (if it applies to this guarantee and indemnity) 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).
- 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.

The Guarantee and Indemnity is an important document.

By signing it you become personally responsible instead of, or as well as, the customer up to the amounts described in the Details, even if you have given National Australia Bank Limited (NAB) separate security. They include amounts which the customer owes NAB with any other person. They may also include amounts which can increase, for example if the customer has borrowed in a foreign currency or seeks to repay a fixed rate loan early.

In addition you can become responsible for additional amounts up to the maximum liability. It is likely that NAB will be able to resort to any mortgage or other security which NAB holds or which you give NAB in relation to your own affairs as security for the amounts covered by this document. If you are an individual this would include any mortgage over your family home.

Part A – Guarantor details

First guarantor

Title Surname First given name Second given name Date of birth
/ /

Residential address Postcode

Postal address – if different to residential address Postcode

Contact details

Home telephone number Home facsimile number Mobile
() ()

Email address Work telephone number Work facsimile number
() ()

Are you a U.S. Citizen or Resident of U.S. for tax purposes? Yes No

Second guarantor

Title Surname First given name Second given name Date of birth
/ /

Residential address Postcode

Postal address – if different to residential address Postcode

Contact details

Home telephone number Home facsimile number Mobile
() ()

Email address Work telephone number Work facsimile number
() ()

Are you a U.S. Citizen or Resident of U.S. for tax purposes? Yes No

Company guarantor

Company name
ACN
ABN

Registered address Postcode

Postal address – if different to registered address Postcode

Full name(s) of Directors

Full name of Secretary

Contact details

Name of contact person

Home telephone number Home facsimile number Mobile
() ()

Email address Work telephone number Work facsimile number
() ()

Is the company organised or incorporated in the US? Yes No

Is the Company a financial institution (refer definition on page 5)? Yes No

Part B1 – Guarantor Acknowledgment and Execution

I/We agree that the National Australia Bank Limited (NAB) 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 Lending Facility applied for by, or provided to the applicant.

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 suitability of this product for the applicant or me/us.
- I/We have not been given or relied upon any financial advice or recommendation about any specific *stock or managed fund investment* from NAB, 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* in the Facility Terms.

I/we acknowledge that I/we have been appropriately informed of and warned about the risk and possible consequences of providing the *guarantee*.

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

Sharing and handling your personal information

If you go ahead with this application, we can give some of your personal information to credit reporting bodies and others and get information about you from them to help us assess your credit worthiness.

There is more information about how we collect, use, share and handle your personal information in our Privacy Policy and our Privacy Notification. This includes how you can:

- access and correct your information;
- make a complaint about how we manage your information; and
- contact the credit reporting bodies we deal with if you have queries about the information they hold.

Our Privacy Policy is at www.nab.com.au/privacy and our Privacy Notification is at www.nab.com.au/privacynotification. We'll also provide you with a copy of the Privacy Notification.

Acknowledgment and consent

By signing below, I/we acknowledge and agree as follows:

NAB may obtain personal information about me/us from a credit reporting body NAB may obtain information about me/us from a credit reporting body for the purpose of assessing whether to accept me/us as a guarantor.

NAB may exchange personal information about me/us with other credit providers

NAB may exchange personal information about me/us with other credit providers. This information may be used to assess whether to accept me/us as a guarantor, assist me/us to avoid defaulting on my obligations under my guarantee, to notify other credit providers of a default by me/us, to assess my credit worthiness. This information may include **credit eligibility information** (that is, information NAB obtained from a credit reporting body or based on information obtained from a credit reporting body.)

NAB may exchange personal information about me/us with joint guarantors and borrowers

To decide whether to accept my guarantee and to administer the guaranteed credit facility, NAB may exchange personal information about me/us with:

- the loan applicants or borrowers of the credit facility that I/we may guarantee or have guaranteed; or
- any joint guarantor – that is, any person who may give, or has given, a guarantee to NAB.

Information about me/us that NAB gives to a joint guarantor won't include **credit eligibility information** – (that is, information NAB obtained from a credit reporting body or based on information obtained from a credit reporting body.)

NAB may give personal information about me/us to others to check information

NAB may check the details of information provided by me/us which may include contacting my employer, former employer, accountant, landlord, real estate agent or other referee specified by me. Where I/we have provided any identification documentation (e.g. passport, driver's licence) to NAB, NAB may contact the authority that issued the document to verify the status of and any information contained in the document.

NAB may give information about me/us to my representatives

NAB may exchange information about me with any person acting on my behalf including my solicitor, conveyancer or settlement agent, to establish and manage my guarantee.

NAB may give information about me/us to NAB's service providers

NAB may exchange information about me/us with its relevant service providers (including any service provider located outside Australia) including information that NAB collects from me/us as an agent of a state or territory government in relation to a First Home Owner Grant application made by me/us. (Refer to NAB's Privacy Policy and Privacy Notification for more information about overseas countries where we may send your information.)

NAB may give personal information about me/us to NAB's related companies

NAB and its related companies may use the information provided in this application for the purposes of better understanding and/or managing my relationship with NAB and its related companies.

Information I give NAB about other people

If I/we give NAB information about another individual (such as my employer, spouse, referee or solicitor), I/we will let them know that

- NAB has collected their information to assess my application to become a guarantor, to manage my guarantee and any NAB loan I/we guarantee and for any other purpose set out in NAB's Privacy Notification;
- NAB may exchange this information with other organisations set out in NAB's Privacy Notification;
- NAB handles their personal information in the way set out in NAB's Privacy Policy at www.nab.com.au/privacy and in NAB's Privacy Notification at www.nab.com.au/privacynotification and they can ask NAB for copies of these documents; they can access their information by contacting NAB on 13 22 65; and
- NAB may not accept me/us as a guarantor and the loan applicant may not be able to get credit from NAB unless NAB obtains their information.

By executing this Application, I/we, the **New Guarantor(s)** grant the power of attorney contained in this Application as Principal authorising each Attorney, among other things, to execute the New Guarantor Accession Deed Poll, by which I/we will become bound to the Facility Terms (which contains the terms of the guarantee and indemnity to which I am/we are agreeing to be bound). I/We acknowledge having read and understood the Facility 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 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 Facility Terms.

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

BEFORE YOU SIGN, RETURN THIS APPLICATION FORM TO US (AFTER COMPLETING PART A 'GUARANTOR DETAILS' AND PART B2 'DIRECTOR GUARANTORS' (IF APPLICABLE) BUT BEFORE COMPLETING PART B1, PART C AND PART D).
 WE WILL SEND THIS APPLICATION FORM BACK TO YOU TO COMPLETE AND SIGN, ALONG WITH FURTHER INFORMATION THAT WE ARE REQUIRED TO PROVIDE TO YOU BEFORE WE TAKE A GUARANTEE FROM YOU.

**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 you own 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

Individual/Joint Guarantors

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

Date

Signature of authorised person

Full name (BLOCK LETTERS)

Office held

Date

Part B2 – Director Guarantors

If you are a **director of a company which is to be the debtor for the facility** other than if you are a sole director guarantor (i.e. you are a 'director guarantor'):

- you have the right to receive the documents described below in this part B2 under the heading 'Documents for Guarantors' ('Documents');
 - these Documents contain important information that may affect your decision to give the guarantee and indemnity.
- However, you may choose not to receive some or all of the Documents. If you do not wish to receive **any** of the Documents, you can make this choice by ticking 'No' next to the question 'DO YOU WISH TO RECEIVE ANY OF THE DOCUMENTS LISTED BELOW' and then signing and dating the statement. If you do not wish to receive **some** of the Documents, you can make this choice by indicating 'No' below against the description of the relevant Documents. If you indicate 'Yes' or do not make a choice we will provide a copy of the relevant Documents to you.

Please complete the following:

I AM/AM NOT A DIRECTOR GUARANTOR (other than a sole director guarantor).

Signed

DO YOU WISH TO RECEIVE ANY OF THE DOCUMENTS LISTED BELOW?

- Yes. If YES, you will receive **all of the Documents** unless you indicate below that you do not wish to receive some Documents.
- No. If NO, you will **not** receive **any** of the Documents.

Signed

Date

If you are a **director guarantor** and you wish to receive **some** of the Documents, please complete the following:

Documents for Guarantors:

- | | Do you wish to receive the documents? | |
|---|---------------------------------------|-----------------------------|
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1. Copies of any related credit contract together with a list of any related security contracts. The list will include a description of the type of each related security contract and of the property subject to, or proposed to be subject to, the security contract (to the extent to which that property is ascertainable). | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. A copy of each related security contract referred to in 1. | | |
| 3. The final letter of offer provided to the debtor by us together with details of any conditions in an earlier version of that letter of offer that were satisfied before the final letter of offer was issued. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Any related credit report from a credit reporting agency. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. If we possess any, any current contract for insurance of any of the following kinds in connection with a credit contract: <ul style="list-style-type: none">• insurance over mortgaged property;• consumer credit insurance;• insurance that is a 'credit related insurance contract' for the purposes of section 132(1)(c) of the Uniform Consumer Credit Code. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Any financial accounts or statement of financial position given to us by the debtor for the purposes of the <i>facility</i> within 2 years prior to the day we provide you with this information. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The latest statement of account relating to the <i>facility</i> (and any other statement of account for a period during which a notice of demand was made by us, or a dishonour occurred, in relation to any facility the debtor has had with us and which event occurred within the previous 12 months (or the previous 2 years from 1 July 2005)). | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Any unsatisfied notice of demand made by us on the debtor in relation to the <i>facility</i> where the notice was given within 2 years prior to the day we provide you with the information. | <input type="checkbox"/> | <input type="checkbox"/> |

Signed

Date

I DO/DO NOT (circle appropriate choice) ELECT NOT TO TAKE THE BENEFIT OF THE WAITING PERIOD PROVIDED FOR BY THE CODE OF BANKING PRACTICE WHICH WOULD OTHERWISE ALLOW ME TO WAIT UNTIL THE NEXT DAY AFTER RECEIVING INFORMATION REQUIRED BY THE CODE OF BANKING PRACTICE BEFORE I SIGN THE GUARANTEE AND INDEMNITY OR OTHERWISE ACCEPT IT.

Signed

Date

Part C – 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, the guarantee and indemnity set out in the Facility Terms, and the risk 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 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

Postcode

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, the guarantee and indemnity set out in the Facility Terms, and the risk 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 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

Postcode

Signature section for individuals

Name of guarantor

Statutory warning: A Person who guarantees the liability of a person who is under 18 years of age when the liability was incurred may not be 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



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

Solicitor’s signature as witness



Full name (BLOCK LETTERS)

Date

/ /

Signature section for individuals

Name of guarantor

Statutory warning: A Person who guarantees the liability of a person who is under 18 years of age when the liability was incurred may not be 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



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

Solicitor’s signature as witness



Full name (BLOCK LETTERS)

Date

/ /

Part D – Guarantor Tax File Number Notification

Tax File Number ('TFN')

The collection and use of TFNs is strictly regulated by the tax laws and the Privacy Act. You are not required by law to provide your TFN, 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 Ltd 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 Guarantor

Tax File Number

Name of Second Guarantor

Tax File Number

Name of Company Guarantor

Tax File Number

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

Want more information?

Just call

1300 135 145

8.30am – 5.30pm EST, Monday to Friday

Email equity.lending@nab.com.au

or visit us at nab.com.au/equitylending