NAB Margin Loan

Application for new guarantors

Risk Disclosure Statement

You are considering becoming a *guarantor* in relation to a margin lending *facility*. 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 moneys borrowed on the security of *stocks* and *managed fund investments*. To assist you in this, we set out below 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 Margin Loan 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 Margin Loan *Facility*. We have described some of these risks in the following paragraphs.

You should also carefully consider the NAB Margin Loan Facility Terms as they contain important information regarding the terms and conditions that will apply to your NAB Margin Loan Facility and will help you understand this Risk Disclosure Statement.

Terms that are defined in the NAB Margin Loan Facility Terms have the same meaning in this statement.

We also 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 the NAB Margin Loan Facility. We have not in any way considered the suitability of margin lending for you and 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 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 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 2 p.m. 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 borrower'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 ability to meet your obligations under the *facility*.

   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 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 are 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 will sell some of your *secured property* if you fail to meet the *margin call*, even if you or your representative have not received notice of the *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.

5. 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 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 you default under the *facility*, we may sell the *stocks* or *managed fund investments* and keep that portion of the proceeds that you owe us. We will not release *stocks* or *managed fund investments* mortgaged to us until the *facility* is terminated and you have paid us back all the money that you owe us in connection with the *facility*.

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. 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.

New Guarantor Accession Deed Poll

Interpretation

1. Words and expressions which are written like *this* have the meanings given in the Facility Terms and the Product Disclosure Statement for the *cash management account*, unless they are given a different meaning in this *deed*. Other words and expressions are given defined meanings on the execution cover page of this *deed* and in clause 7.

Accession of New Guarantor

2. The *New Guarantor* agrees to become a *guarantor* under the Facility Terms, and to be bound by the Facility Terms as a *guarantor* as if it were a party to the Facility Terms as a *'guarantor'*, from the *Effective Date*.

3. In particular, but without limiting the generality of clause 2, the *New Guarantor*:

   (a) unconditionally and irrevocably guarantees the obligations of the *client* under the *facility* on the terms of Part 2 of the Facility Terms;

   (b) makes the acknowledgements in clause 20, and the declarations in clause 54, of the Facility 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 3 of the Facility Terms;

   (d) appoints National Margin Services Pty Ltd to provide, as the *New Guarantor's* agent, transfers and registration services in respect of *CHESS-eligible investments* that form part of the *secured property*, on the terms of Part 4 of the Facility Terms; and

   (e) appoints NMS Nominees Pty Ltd to hold on the *New Guarantor's* behalf *secured property* on the terms of Part 5 of the Facility Terms.

Further matters

4. The *New Guarantor* agrees to do anything we reasonably require in connection with the guarantor's secured property (including 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. Any court cases involving this guarantee can be held in the courts of any State or Territory of Australia with jurisdiction. We will give any legal protections available to you in the State or Territory in which you live.

Effective Date

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

Definitions

7. Meaning of words in this *deed*:

   agreement, as it relates to the *New Guarantor*, means the *agreement* as defined in the Facility Terms and this *deed* taken together

   deed means this deed poll

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

   New 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.

Application Checklist

How to complete this Application

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

Electronic identity verification

To meet our regulatory obligations under the Anti-Money Laundering and Counter Terrorism Financing Act, NAB needs to verify or re-verify your identity.

This can be completed online (only if you consent) or if you don't want to verify online, you'll have to verify your identity at your nearest NAB branch.

With your consent to verify or re-verify your identity electronically on one or more occasions, NAB and its related companies may provide your name, address and date of birth to credit reporting bodies, as well as details and copies of your ID documents to a verification service to assess how well that information matches the information they hold about you or can access about you.

Also, the verification service may contact the authority that issued the document, use a government or other verification service, or use third party systems, databases and services (which may involve sending your information from Australia to New Zealand or vice versa) to perform the assessment.

The process of electronic verification will not include a credit check and will not affect your credit score.

Find out more about how NAB handles personal information in our **Privacy Policy** (available on **nab.com.au**) including how to access or correct information NAB holds about you and how to make a privacy-related enquiry or complaint.

I confirm I have read this consent statement ☐

Do you want to verify your identity electronically? ☐ Yes ☐ No

A – Mandatory

- Complete all Parts A, B and D
- Sign Parts E, F (if applicable) and G

B – Additional Information

- If you are providing *stocks* and/or *managed funds* as third party security, please complete Attachment 1
- If you are a new client or guarantor to NAB, please complete Attachment 2

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 of $90.50 to cover stamping and 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 Lending for any establishment fee to:

NAB Equity Lending
Reply Paid 5350
Melbourne VIC 3001

If you have any queries, please contact us on **1300 135 145**, 8.30am to 5.00pm AEST/AEDT Monday to Friday.

Section A Existing Client details

Facility name

Facility number

Section B New Guarantor details

A NAB Margin Loan Client Identification form (see Attachment 2) must also be completed for each new guarantor that is not an existing NAB customer.

First Guarantor

Title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other

Family name

Given name(s)

Date of birth / /

What's your gender? ☐ Female ☐ Male ☐ Non-Binary ☐ Prefer not to say

Occupation

Residential address

State Postcode

Postal address (if different from residential)

State Postcode

Citizenship

To continue you must have a minimum of one country of citizenship.

Are you an Australian citizen? ☐ Yes ☐ No

Are you a citizen of any other countries? (If you're a US citizen or green card holder, you must enter Yes) ☐ Yes ☐ No

If "Yes", please list below:

Contact details

Mobile

Contact telephone number ( )

Email address

Are you an Australian resident for tax purposes? ☐ Yes ☐ No

Are you a resident of any other country for tax purposes? ☐ Yes ☐ No

If yes, download the supplementary form (www.nabmarginlending.com.au/supform) and fill out section 1.

Tax residency rules differ by country. Whether an individual is tax resident of a particular country is often (but not always) based on the amount of time a person spends in a country, the location of a person's residence or place of work. For the US, tax residency can also be as a result of citizenship or residency.

Nature of your relationship with NAB

We're required to ask the following questions to comply with Australian banking regulation

What is the intended nature of your banking relationship with NAB? (Select all that apply).

☐ To borrow money for purchases or asset investment	☐ To build up savings and wealth
☐ To transact in financial instruments	☐ To borrow money for personal real estate
☐ To receive wages and/or investment income	☐ To receive business earnings and make payments
☐ To pay/receive money from trade (import/export)	☐ To cover short term cash flow shortfalls
☐ To pay for purchases, utilities, family or friends	☐ To pay for overseas purchases, family or friends

Your wealth

We're required to ask the following questions to comply with Australian banking regulation.

Where does your wealth originate? (Select all that apply).

☐ Investment (e.g. property, shares, currencies)	☐ Income (e.g. salary or redundancy)
☐ Assets (e.g. savings, sale of an asset)	☐ Investor/owner funds
☐ Family inheritance, spouse, trust etc.	☐ Gift/donation or windfall
☐ Superannuation/pension	☐ Benefits, compensation or settlements
☐ Income from business	☐ Tax refund
☐ Government grant	☐ Loan
☐ Third party	

In which country does your wealth originate? (Select all that apply).

☐ Australia ☐ Other country(s)

If you selected "other country(s)", please list below:

Second Guarantor

Title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other

Family name | Given name(s) | Date of birth

What's your gender? ☐ Female ☐ Male ☐ Non-Binary ☐ Prefer not to say

Occupation

Residential address

State Postcode

Postal address (if different from residential)

State Postcode

Citizenship

To continue you must have a minimum of one country of citizenship.

Are you an Australian citizen? ☐ Yes ☐ No

Are you a citizen of any other countries? (If you're a US citizen or green card holder, you must enter Yes) ☐ Yes ☐ No

If "Yes", please list below:

Contact details

Mobile | Contact telephone number ( ) | Email address

Are you an Australian resident for tax purposes? ☐ Yes ☐ No

Are you a resident of any other country for tax purposes? ☐ Yes ☐ No

If yes, download the supplementary form (www.nabmarginlending.com.au/supform) and fill out section 1.

Nature of your relationship with NAB

We're required to ask the following questions to comply with Australian banking regulation

What is the intended nature of your banking relationship with NAB? (Select all that apply).

☐ To borrow money for purchases or asset investment	☐ To build up savings and wealth
☐ To transact in financial instruments	☐ To borrow money for personal real estate
☐ To receive wages and/or investment income	☐ To receive business earnings and make payments
☐ To pay/receive money from trade (import/export)	☐ To cover short term cash flow shortfalls
☐ To pay for purchases, utilities, family or friends	☐ To pay for overseas purchases, family or friends

Your wealth

We're required to ask the following questions to comply with Australian banking regulation.

Where does your wealth originate? (Select all that apply).

☐ Investment (e.g. property, shares, currencies)	☐ Income (e.g. salary or redundancy)
☐ Assets (e.g. savings, sale of an asset)	☐ Investor/owner funds
☐ Family inheritance, spouse, trust etc.	☐ Gift/donation or windfall
☐ Superannuation/pension	☐ Benefits, compensation or settlements
☐ Income from business	☐ Tax refund
☐ Government grant	☐ Loan
☐ Third party	

In which country does your wealth originate? (Select all that apply).

☐ Australia ☐ Other country(s)

If you selected "other country(s)", please list below:

Company Guarantor

Full name of company as registered with ASIC, as well as Full business name (if any) Note: Business name also includes Trading Name.

ACN ABN

Residential address

State Postcode

Postal address (if different from residential)

State Postcode

Contact details

Full name(s) of Director(s)

Full name of Secretary

Contact details

Name of contact person

Mobile

Contact telephone number ( )

Email address

Is the company an Australian resident for tax purposes? ☐ Yes ☐ No

Is the company a financial institution[1]? ☐ Yes ☐ No

If yes, download the supplementary form (www.nabmarginlending.com.au/supform) and fill out section 2.

Is this company a Public Listed Company, Majority Owned Subsidiary of a Public Listed Company, Governmental Entity, International Organisation, Central Bank or an Australian Registered Charity?

☐ Yes ☐ No

Is this company a tax resident of any other country? ☐ Yes ☐ No

If yes, download the supplementary form (www.nabmarginlending.com.au/supform) and fill out section 1.

Is this company a Fowreign Charity or an Active Non-Financial Entity[2]? ☐ Yes ☐ No

Are any of the directors or beneficial owners foreign residents for tax purposes? ☐ Yes ☐ No

Nature of your relationship with NAB

We're required to ask the following questions to comply with Australian banking regulation

What is the intended nature of your banking relationship with NAB? (Select all that apply).

☐ To borrow money for purchases or asset investment	☐ To build up savings and wealth
☐ To transact in financial instruments	☐ To borrow money for personal real estate
☐ To receive wages and/or investment income	☐ To receive business earnings and make payments
☐ To pay/receive money from trade (import/export)	☐ To cover short term cash flow shortfalls
☐ To pay for purchases, utilities, family or friends	☐ To pay for overseas purchases, family or friends

Your wealth

We're required to ask the following questions to comply with Australian banking regulation.

Where does your wealth originate? (Select all that apply).

☐ Investment (e.g. property, shares, currencies)	☐ Income (e.g. salary or redundancy)
☐ Assets (e.g. savings, sale of an asset)	☐ Investor/owner funds
☐ Family inheritance, spouse, trust etc.	☐ Gift/donation or windfall
☐ Superannuation/pension	☐ Benefits, compensation or settlements
☐ Income from business	☐ Tax refund
☐ Government grant	☐ Loan
☐ Third party	

1. As defined by Foreign Account Tax Compliance Act (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 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.
2. An Active Non-Financial Entity (NFE) includes those entities that, during the previous reporting period, have derived less than 50% of their gross income from passive income (eg. dividends, interests and royalties) and where less than 50% of their assets produced the passive income. For other types of Active NFEs, refer to Section VIII in the Annexure of the OECD 'Standard for Automatic Exchange of Financial Account Information' **(www.oecd.org)**.

In which country does your wealth originate? (Select all that apply).

☐ Australia ☐ Other country(s)

If you selected "other country(s)", please list below:

Section C Power of Attorney

This power of attorney is given by the New 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 Margin Loan Facility New Guarantor Accession Deed Poll by the Principal as a New 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 except if caused by the fraud, negligence or misconduct of NAB or the 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 the fraud, negligence or misconduct of NAB or the 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 D New Guarantor Tax File Number Notification

Tax File Number ('TFN')

We are authorised to collect your TFN under the Income Tax Assessment Act 1936 and will use your TFN to report details of interest earned to the Australian Taxation Office. It is not compulsory to provide your TFN and it is not an offence if you decline to do so. If you do not provide your TFN or advise us that you are eligible for an exemption from providing a TFN, Withholding Tax may be deducted from your dividends and distributions at the maximum marginal tax rate (plus the Medicare Levy). 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 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. If you don't have your TFN or Exemption you can provide it to us later.

Guarantor 1

I confirm I have read this notification ☐ Do you wish to provide your Tax File Number now? ☐ Yes ☐ No

Name of First New Guarantor

Tax File Number

Guarantor 2

I confirm I have read this notification ☐ Do you wish to provide your Tax File Number now? ☐ Yes ☐ No

Name of First New Guarantor

Tax File Number

New Company Guarantor

I confirm I have read this notification ☐ Do you wish to provide your Tax File Number now? ☐ Yes ☐ No

Company or Trust

Tax File Number

Section E New 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 *New Guarantor* for the NAB Margin Loan Facility applied for by, or provided to, the client named in Part A.

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 received and read the Facility Terms, the Guarantor Accession Deed Poll, and the Risk Disclosure Statement.

I/We acknowledge that:

- NAB does not provide any legal or tax advice from NAB, or advice about this product as to the effect of giving the guarantee and mortgage.
- NAB does not provide any financial advice or recommendation about any specific *stock* or *managed fund investment*. You should seek separate advice in relation to these matters if needed.
- NAB recommends 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.

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, in accordance with the Banking Code of Practice (if it applies to this guarantee) and as allowed by law. 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.
- 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 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).
- If any of the *new guarantors* are not existing NAB clients or guarantors, please complete Attachment 2 “Identification Reference for Signatory to an Account (s21)” for each non-NAB client or guarantor.

Signed Sealed and Delivered by the New Guarantor

New Individual/Joint Guarantors

Signature – First New Guarantor

✕

Full name (BLOCK LETTERS)

Date

/ /

Signature – Second New Guarantor

✕

Full name (BLOCK LETTERS)

Date

/ /

New 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 *New 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.

Section F Documents for Guarantors

If you are an **individual guarantor** we will give you each of the documents below.

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[1] (i.e. you are a 'director guarantor'):

- you have the right to receive the documents described below in this part F 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? YES**	**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).	☐	☐
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.	☐	☐
4	Any related credit report from a credit reporting agency.	☐	☐
5	If we possess any, any credit related insurance contract in relation to the *client*	☐	☐
6	Any financial accounts or statement of financial position given to us by the debtor for the purposes of the *facility* within 2 years prior to the day we provide you with this information.	☐	☐
7	The latest statement of account relating to the *facility* and any other statement of account for a period during which a notice of demand was made by us, in relation to any *facility* the debtor has had with us within 2 years prior to the day we provide you with this.	☐	☐
8	Any notice of demand made by us on the debtor in relation to the *facility* and any other credit *facility* where the notice was given within 2 years prior to the day we provide you with information.	☐	☐

Signed

✕

Date

/ /

I DO/DO NOT (circle appropriate choice) elect not to take the benefit of the waiting period provided for by the Banking Code of Practice which would otherwise allow me to wait three days after receiving information required by the Banking Code of Practice before I sign the guarantee and indemnity or otherwise accept it. I acknowledge that NAB will not seek to influence my choice.

Signed

✕

Date

/ /

1 A 'sole director guarantor' means a guarantor who is a director of a company that only has one director and that company is to be the debtor for the margin lending facility. A sole director guarantor is not entitled to receive the Documents.

Section G New Guarantor's Witness Execution

Use a separate section for each New Guarantor

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

First New Guarantor

Certificate from New Guarantor's solicitor

I certify that:

- I am a qualified legal practitioner instructed and retained by the *New Guarantor* independently of National Australia Bank Limited ('NAB') and of the applicant borrower;
- I am satisfied as to the identity of the *New Guarantor*;
- before the *New Guarantor* executed this Application, I explained to him/her the contents and effect of this Application, and New Guarantor Accession Deed Poll and the guarantee and indemnity set out in the Facility Terms;
- the *New 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 New 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 *New Guarantor* executed this Application in my presence.

Solicitor's signature

Date

/ /

Name of firm and address

State Postcode

Signature section for individuals

Name of New Guarantor

Signed, sealed and delivered as a deed by the *New Guarantor* in the presence of the *New Guarantor's* solicitor.

New 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

/ /

Second New Guarantor

Certificate from New Guarantor's solicitor

I certify that:

- I am a qualified legal practitioner instructed and retained by the *New Guarantor* independently of National Australia Bank Limited ('NAB') and of the applicant borrower;
- I am satisfied as to the identity of the *New Guarantor*;
- before the *New Guarantor* executed this Application, I explained to him/her the contents and effect of this Application, and New Guarantor Accession Deed Poll and the guarantee and indemnity set out in the Facility Terms;
- the *New 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 New 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 *New Guarantor* executed this Application in my presence.

Solicitor's signature

Date

/ /

Name of firm and address

State Postcode

Signature section for individuals

Name of New Guarantor

Signed, sealed and delivered as a deed by the *New Guarantor* in the presence of the *New Guarantor's* solicitor.

New 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

/ /

Transfer Instructions

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

Section 1 New Guarantor (must be provided)

First Guarantor

Title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other

Surname | Given name(s)

Second Guarantor

Title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other

Surname | Given name(s)

Company Guarantor

Company Name

Section 2 Transfer existing shares and/or managed funds

Participant sponsored shares (attach copies of most recent CHESS statements)

Name of broker | Participant Identifier (PID) | Holder Identification Number (HIN)

☐ Transfer HIN and all my/our CHESS holdings

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 33 872)

ASX code	Security name	Quantity

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)

ASX code	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)

APIR code	Name of managed 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 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.

New Individual/Joint Guarantors

Signature – First New Guarantor

✕

Signature – Second New Guarantor

✕

Full name (BLOCK LETTERS)

Full name (BLOCK LETTERS)

Date

/ /

Date

/ /

New 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

✕

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 New 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.

Attachment 2
NAB Margin Loan Client Identification Form

Please complete Application form in full in black or blue pen using CAPITAL LETTERS and ☒ where appropriate.

Applicant Name

Adviser/Broker to complete one Client Identification Form for each Applicant, Guarantor or any nominated Authorised Representative who is not an existing NAB client and who will be a party to this Facility.

Section 1 Individual details

Participant sponsored shares (attach copies of most recent CHESS statements)

Please tick one ☐ Individual ☐ Joint applicant ☐ Sole trader ☐ Member of a partnership
☐ Trustee ☐ Company Director/Secretary ☐ Guarantor ☐ Authorised Representative

Full Name | Date of Birth / /

Residential Address

Suburb | State | Postcode | Country

Are you an Australian resident for tax purposes? ☐ Yes ☐ No

Are you a tax resident of a country other than Australia? ☐ Yes ☐ No

If yes, download the supplementary form (www.nabmarginlending.com.au/supform) and fill out section 1.

If sole trader complete the following:

Business Name | ABN

Principal Place of Business

Suburb | State | Postcode | Country

Attach the required documentation (see overleaf) and complete the following:

Identification Document details

	Document 1 – From Table A (see overleaf)	**Document 2 – From Table A or B** (see overleaf)
Document Type: (eg. Australian Passport)		

Section 2 Adviser/Broker details

Participant sponsored shares (attach copies of most recent CHESS statements)

Identification Document details

Adviser/Broker Signature	
Adviser/Broker Name Date Verified	Date Verified / /
Adviser/Broker Firm Name	Adviser/Broker ID (if applicable)

Refer overleaf for a list of approved certifiers.

Accepted Documents

Please provide **certified** documentation verifying the customer's full name **and** either date of birth **or** residential address by selecting either:

One Primary Photographic document from Table A; or

One Primary Non-Photographic document from Table B and **One** Secondary document from Table C below.

Table A: Primary Photographic 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
- ☐ Government issued foreign passport containing a photograph and signature of the person*
- ☐ Foreign driver's licence that contains a photograph of the person in whose name it is issued and the individual's date of birth*
- ☐ National identity card issued by a foreign government*

Table B: Primary Non-photographic Identification

- ☐ Australian birth certificate or Australian citizenship certificate (these documents cannot be used together for the purposes of identification)
- ☐ Pension/Health Care/Seniors health cards – Australian Government issue

Table C: Secondary Identification

- ☐ 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)
- ☐ Letter of reference or equivalent originating from Aboriginal/Torres Strait Islanders Community Leaders
- ☐ Medicare card issued by the Australian Government

*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 a person listed in Part 1 or Part 2 of the Statutory Declarations Regulations 2023, including:

- A judge
- A magistrate
- A chief executive officer of a Commonwealth court
- A registrar or deputy registrar of a court
- A notary public
- A police officer
- An agent of the Australian Postal Corporation who is in charge of supplying postal services to the public
- An Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1955)
- A permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office providing postal services to the public
- A finance company officer with 2 or more years of continuous service
- A Justice of the Peace
- Accountant who is:
  (a) fellow of the National Tax Accountants' Association; or
  (b) a member of any of the following:
    (i) Chartered Accountants Australia and New Zealand;
    (ii) the Association of Taxation and Management Accountants;
    (iii) CPA Australia;
    (iv) the Institute of Public Accountants
- A legal practitioner

Or

- An officer with, or authorised representative of, a holder of an Australian financial services licence, having 2 or more years of continuous service with one or more licensees
- An officer with, or a credit representative of, a holder of an Australian credit licence, having 2 or more years of continuous service with one or more licensees

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.

For more information call

1300 135 145

8.30am – 5.00pm AEST/AEDT, Monday to Friday
Email **equity.lending@nab.com.au**
or visit **nabmarginlending.com.au**

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

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