

Thank you for requesting this Product Disclosure Statement from Funds Focus.

How to Apply

Please have a read through the PDS and if you would like to invest the application pages can generally be found towards the back of the document. You will only need to send the application section back with a cheque/direct debit payable direct to the investment company (not ourselves). You should take note of any minimum investment amounts that may apply and proof of ID that is now required for the new Anti-Money Laundering regulations.

Then mail the completed application directly to us.

We will then check to ensure your form is completed correctly before forwarding your document on to the investment provider on your behalf.

Wealth Focus Pty Ltd
Reply Paid 760
Manly
NSW 1655

Please note that we are unable to track applications mailed directly to the product provider and therefore cannot guarantee that your discounts have been applied in these instances.

Should you wish to take advantage of our free annual valuation and tax report for all your investments you should complete our broker nomination form for The Wealth Focus Investment Service.

Regards

Suliaman Ravell
Managing Director



Requirements for verifying your identity under the new Anti Money Laundering (AML)/Counter Terrorism Financing (CTF) Act

The AML/CTF Act came into effect on the 12th December 2007. All financial planning and fund management companies are now required to collect, verify and store specific customer information before arranging investment services for a client. It is designed to prevent, detect and protect Australian business from money laundering and the financing of terrorist activities.

As such, we request that all new applications are sent with 'certified documentation'.

We have found that the easiest way to provide the required documentation is to have a copy of your driving licence *or* passport certified by Australia Post or a Justice of the Peace (please see following page for a full list of individuals that can certify documentation).

Once this has been completed, under the current requirements we will not require you to send identification again.

What you need to do

You will need to enclose a certified piece of photographic evidence or one piece of primary non-photographic evidence and one piece of secondary evidence (please refer to the Identification Form for document requirements), with your application form and post to us at the following address

Wealth Focus Pty Ltd

Reply Paid 760

Manly

NSW 1655

Please do not send us original driving licences or passports as these can very easily get lost in the post. Copies of documents can be certified by an authorised individual, they will need to sight and verify that the copy is a 'certified true copy', sign, date, print their name and list their qualification.

**ANTI-MONEY LAUNDERING REQUIREMENT FOR NEW APPLICATIONS
IDENTIFICATION FORM A**

GUIDE TO COMPLETING THIS FORM

- Please contact us on 1300 55 98 69 if you have any queries.
- If you wish to apply in the name of a trust or company, please contact us for an alternative identification form.
SMSF's and retail superannuation applications do not need to provide ID (an online check will be performed for SMSFs)

Attach a certified copy of the ID documentation used as proof of identity. ID enclosed should verify your full name; and **EITHER** your date of birth or residential address.

- Complete Part I (or if the individual does not own a document from Part I, then complete either Part II or III.)

PART I – ACCEPTABLE PRIMARY ID DOCUMENTS

	Select ONE valid option from this section only
<input type="checkbox"/>	Australian State / Territory driver's licence containing a photograph of the person
<input type="checkbox"/>	Australian passport (a passport that has expired within the preceding 2 years is acceptable)
<input type="checkbox"/>	Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person
<input type="checkbox"/>	Foreign passport or similar travel document containing a photograph and the signature of the person*

PART II – ACCEPTABLE SECONDARY ID DOCUMENTS – should only be completed if the individual does not own a document from Part I

	Select ONE valid option from this section
<input type="checkbox"/>	Australian birth certificate
<input type="checkbox"/>	Australian citizenship certificate
<input type="checkbox"/>	Pension card issued by Centrelink
<input type="checkbox"/>	Health card issued by Centrelink
	AND ONE valid option from this section
<input type="checkbox"/>	A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address
<input type="checkbox"/>	A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. <i>Block out the TFN before scanning, copying or storing this document.</i>
<input type="checkbox"/>	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)
<input type="checkbox"/>	If under the age of 18, a notice that: was issued to the individual by a school principal within the preceding 3 months; and contains the name and residential address; and records the period of time that the individual attended that school

Who can verify customer identity documents?

Please find below a list of all the Approved Individuals that can certify documents:

- **A Justice of the Peace**
- **An agent of the Australian Postal Corporation** who is in charge of an office supplying postal services to the public, or a permanent employee with more than two years continuous service (who is employed in an office supplying postal services to the public)
- A notary public (for the purposes of the Statutory Declaration Regulations 1993)
- 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)
- A judge, magistrate, registrar or deputy registrar of a court
- A chief executive officer of a Commonwealth Court
- A police officer
- An Australian consular or diplomatic officer (within the meaning of the Consular Fees Act 1955)
- An officer or finance company officer with two or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993)
- An officer with, or authorised representative of, a holder of an Australian Financial Services Licence, having two or more continuous years of service with one or more licensees, and
- A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with more than two years continuous membership.

Capital Series *Protect120*

Application Form





Application Form Instructions

You can apply as:

- > **An Individual**
- > **Two Individuals***
- > **A Company**
- > **A Trustee (corporate and individual) on behalf of a Trust or Superannuation Fund**

* Commonwealth Bank will accept instructions on the account from either party involved.

This Application Form is to be used for investing in Capital Series *Protect120* and applying for a Capital Investment Loan or a Capital Investment Loan and an Interest in Advance Loan.

Tick	Section
	A Applicant Details – Your personal and contact details
	B Application Amount and Method of Payment – How much you are investing and how you are going to pay for your Investment
	C Cheque Details – Only if you have attached a cheque
	D Direct Debit and Direct Credit Request – Your direct debit details (if you have selected to pay using Direct Debit in Section B or if you are applying for a Capital Investment Loan or if you are applying for a Capital Investment Loan and an Interest in Advance Loan). Your direct credit details to receive payments
	E Capital Investment Loan and Interest in Advance Loan – You must complete this section if you are applying for a Capital Investment Loan or if you are applying for a Capital Investment Loan and an Interest in Advance Loan
	F Identification Details – Identify yourself, and attach the relevant documents for identification. Certified identification documents are required for customers that do not have an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account or for customers that do not submit this Application through a Financial Adviser
	G Questionnaire – You must complete the questions in this section
	H Appointment of Nominated Representative(s) – Your Nominated Representative(s) details
	I Financial Adviser Details and Declaration – Compulsory for Financial Adviser – to be completed by Financial Adviser If your Financial Adviser is appointed as a Nominated Representative, your Financial Adviser must sign Section H
	J Declaration and Signature(s) – Read and sign the Declaration statement

Send your completed and signed Application Form to:

Capital Series *Protect120*
Commonwealth Securities
Locked Bag 34
Australia Square NSW 1214

Note: Please ensure that you have attached all supporting documentation for your Application.

Please read in full the PDS (both Part 1 dated 23 August 2010 and Part 2 dated 18 October 2010), including the Terms of Sale and Terms and Conditions of the Loan. Where applicable, capitalised terms used in this Application Form are defined in the Terms of Sale or Terms and Conditions of the Loan in Part 1 of this PDS.

The Terms of Sale contain important information about Capital Series *Protect120* and the Terms and Conditions of the Loan contain important information about the Capital Investment Loan and the Interest in Advance Loan. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Terms of Sale and the Terms and Conditions of the Loan. While the Terms of Sale and the Terms and Conditions of the Loan are current, Commonwealth Bank or a securities dealer or other licensed financial intermediary who has provided an electronic copy of it will send a paper copy of the Terms of Sale and Terms and Conditions of the Loan and the Application Form on request and without charge.

Application Form Instructions (cont.)

If this PDS (both Part 1 dated 23 August 2010 and Part 2 dated 18 October 2010) is distributed electronically, then those receiving it electronically should note that Applications can only be accepted if Commonwealth Bank receives a completed current Application Form which accompanied the electronic or paper copy of this PDS.

Correct form of registrable title. Applications must be in the name(s) of natural persons, companies, trusts or superannuation funds acceptable to Commonwealth Bank. A non-registrable name may be included by way of account designation if completed exactly as described below.

Type of Investor	Correct Form	Examples of Incorrect Form
Individual. Use given names not initials	John Adam Smith	J.A. Smith
Company. Do not use abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts. Use Trustee's personal name. Do not use the name of the Trust	John Smith <John Smith Family A/C>	John Smith Family Trust
Partnerships. Use personal names not the name of the partnership	John Smith and Michael Smith <John Smith & Sons A/C>	John Smith & Son
Clubs/Incorporated Bodies/Business Names.	Amanda Smith <ABC Bowling Club>	ABC Bowling Club
Superannuation Funds. Use Trustee's name not the name of the Trust	John Smith Pty Ltd <Super Fund A/C>	John Smith Pty Ltd Superannuation Fund



Wealth Focus Pty Ltd
PO Box 760
Manly
NSW 1655
Tel: 1300 559 869

A Applicant Details

SECTION A1: APPLICANT 1 / DIRECTOR 1 / INDIVIDUAL TRUSTEE 1

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given Name
(no initials)

Other names commonly known by

Gender Male Female Date of Birth / /

Residential address
(not a PO Box) State Postcode

Postal address State Postcode

Phone Numbers Home () Work ()

Fax () Mobile

please tick your preferred contact number

Email address

APPLICANT 2 / DIRECTOR 2 / INDIVIDUAL TRUSTEE 2 (if applicable)

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given Name
(no initials)

Other names commonly known by

Gender Male Female Date of Birth / /

Residential address
(not a PO Box) State Postcode

Postal address State Postcode

Phone Numbers Home () Work ()

Fax () Mobile

please tick your preferred contact number

Email address



A Applicant Details (cont.)

SECTION A2: COMPANY APPLICANT

› If you are a Company Applicant, you must also complete Section A1 with Director 1 and / or Director 2 details.

Company Name

ACN

Registered address State Postcode

Principal place of business (if any) (PO Box is NOT acceptable). Write "as above" if the principal place of business is the same as the Registered office

Street

Suburb State Postcode

Postal address State Postcode

Phone Numbers Business Hours Fax

Email address

SECTION A3: TRUST / SUPERANNUATION FUND APPLICANT

- › Individual(s) as trustee(s): you must also complete Section A1 with Trustee 1 and / or Trustee 2 details.
- › Company as a trustee: you must also complete Section A1 with Director 1 and / or Director 2 details and Section A2 with your Company details.

Trustee(s) name *(Insert Individual Trustee name(s) or Corporate Trustee(s) name)*

Trustee(s) business name *(if any)*

Trust/Superannuation name

ABN

Wealth Focus Pty Ltd
PO Box 760
Manly
NSW 1655
Tel: 1300 559 869

B Application Amount and Method of Payment

APPLICATION AMOUNT

- › You may apply for one or more of the Strategies listed below.
- › Please write the amount you wish to invest in each Strategy.

Strategy	Strategy Investment Amount	
<input type="text" value="Strategy 1 (S&P/ASX 200 Index)"/>	<input type="text" value="\$"/>	
<input type="text" value="Strategy 2 (basket of Hang Seng Index, EURO STOXX 50 Index, S&P 500 Index)"/>	<input type="text" value="\$"/>	
Investment Amount (Sum of each Strategy Investment Amount)	<input type="text" value="\$"/>	<input type="text" value="A"/>
Initial Adviser Fee	<input type="text" value="\$"/>	<input type="text" value="B"/>
Application amount	<input type="text" value="\$"/>	<input type="text" value="C = A + B"/>

- › Minimum Investment Amount is \$10,000 per Strategy
- › Strategy Investment Amount is the amount you invest in each Strategy (which must be a minimum of the Minimum Investment Amount and thereafter a whole multiple of \$1,000)
- › Initial Adviser Fee is the amount agreed between you and your adviser, which will be paid to your adviser as an adviser fee
- › Application Amount is the sum of the Investment Amount and the Initial Adviser Fee

PAYMENT METHOD

Please indicate by ticking one of the boxes below:

Using your own funds:

- Cheque (made out to Commonwealth Bank. You **must** complete Section C); OR
- OR
- Direct Debit (you **must** complete and sign the Direct Debit and Direct Credit Request in Section D)

Applying for a Loan:

- Capital Investment Loan (subject to approval). You **must** complete Sections D and E; OR
- OR
- Capital Investment Loan **and** Interest in Advance Loan (subject to approval). You **must** complete Sections D and E.

C Cheque Details

- › This section is compulsory if you are attaching a cheque with your Application Form. Complete this section with details of your cheque.

Drawer	<input type="text"/>
Bank	<input type="text"/>
Branch	<input type="text"/>
Amount	<input type="text" value="\$"/>



D Direct Debit and Direct Credit Request

This Section is compulsory if:

- › You are paying the **Application Amount** by **Direct Debit** – we will direct debit the bank account nominated by you in this section on or after the **Closing Date of Capital Series *Protect120***.
- › You are applying for a **Capital Investment Loan** – we will direct debit from the bank account nominated by you in this section:
 - (a) the interest payments on your **Capital Investment Loan**. If interest is payable monthly in arrears we will debit your bank account at the end of each month. If interest is payable annually in advance, we will debit your bank account on the **Start Date**; and
 - (b) any difference between the **Investment Amount** and the amount we agree to lend to you.
- › You are applying for an **Interest in Advance Loan** – we will direct debit from the bank account nominated by you in this section the principal and interest repayments on your **Interest in Advance Loan**.
- › You want to receive any cash payments via direct credit, such as coupon payments.

› **The Account Name must be a holder of the Capital Series *Protect120* investment and must be held with banks, building societies and credit unions within Australia. Direct Debit is not allowed on the full range of accounts. If in doubt, please refer to your bank.**

Form of Request for debiting amounts to accounts through the Bulk Electronic Clearing System (BECS). If you wish to make any payment relating to Capital Series *Protect120* by Direct Debit, we can arrange a Direct Debit from your bank account with an Australian Financial Institution. If you are applying for Capital Investment Loan, the Initial Adviser Fee (if any) and interest payment on your Loan will be debited from the bank account nominated in this section.

By completing this Direct Debit and Direct Credit Request you are authorising Commonwealth Securities Ltd (APCA User ID No. 062934) (“Commonwealth Securities”) to both direct debit and direct credit your account.

I / We (Name that appears on your account)

authorise and request, Commonwealth Securities as agent for Commonwealth Bank of Australia to arrange for funds to be debited from my / our account at the Financial Institution identified on the next page and as prescribed below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement on the next page.

I / We authorise the following:

1. Commonwealth Bank to verify the details of the account with my / our Financial Institution.
2. The Financial Institution to release information allowing Commonwealth Bank to verify the account details.

Signed by Applicant 1 / Director 1 / Individual Trustee 1

Print full name	Signature	Date
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text" value="X"/>	<input style="width: 100%; height: 20px;" type="text" value="/ /"/>

Signed by Applicant 2 / Director 2 / Individual Trustee 2

Print full name	Signature	Date
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text" value="X"/>	<input style="width: 100%; height: 20px;" type="text" value="/ /"/>

Note: – If the Bank Account is in joint names, both account holders must sign.
 – For Company Applicants and Corporate Trustee Applicants, two (2) Directors or one Director (if you are a sole director) must sign.

D Direct Debit and Direct Credit Request (cont.)

Direct Debit Payment Instructions

Bank Name

Branch

Account Name

BSB No.

Account No.

Note: *Direct Debit is not allowed on the full range of accounts. If in doubt, please refer to your bank.*

Direct Credit Payment Instructions

Any cash payment will be credited to the bank account nominated by you in this section. The bank account must be in the exact same name/s as your Capital Series *Protect120* investment.

If this is the same account as you nominated under “Direct Debit Payment Instructions” above, please write “as above” in the box below.

Otherwise, please complete your account details below:

Bank Name

Branch

Account Name

BSB No.

Account No.

COMMONWEALTH BANK CAPITAL SERIES *PROTECT120*, CAPITAL INVESTMENT LOAN AND INTEREST IN ADVANCE LOAN DIRECT DEBIT SERVICE AGREEMENT

Debit arrangements

1. We reserve the right to charge a transaction fee if any debit item already debited from your nominated account is returned as unpaid by the Financial Institution.
2. We will keep the information about your nominated account at the Financial Institution private and confidential unless this information is required by us to investigate a claim made on it relating to an alleged incorrect or wrongful debt, or as otherwise required by law.
3. In the event of a debit returned unpaid we may attempt a redraw on your bank account nominated above.
4. We will advise you 14 days in advance of any changes to the Direct Debit arrangements.

Your Rights

5. You may terminate the Direct Debit arrangement with us, however this termination must be in writing.
6. Where you consider the debit is incorrect in either the due date or amount or both, you should raise the matter with your financial adviser or with Commonwealth Bank on 13 15 20.

Your Responsibilities

7. It is your responsibility:
 - to check with the Financial Institution where your account is held before completing the Direct Debit Request (DDR) as Direct Debiting through Bulk Electronic Clearing System (BECS) is not allowed on the full range of accounts. You should also complete your account details (including Bank State Branch (BSB) number) directly from a recent account statement from your Financial Institution;
 - to ensure sufficient cleared funds are available in the bank account nominated above to meet the debit on the due settlement date of your transactions executed by Commonwealth Bank;
 - to ensure that the authorisation to debit the bank account nominated is in the same name as the account held by the Financial Institution;
 - to advise us if the account you have nominated to debit is transferred or closed;
 - to ensure that suitable arrangements are made if the Direct Debit is cancelled;
 - by yourself;
 - by your nominated Financial Institution; or
 - for any other reason

E Capital Investment Loan and Interest in Advance Loan

› Only complete Section E if you are applying for a Capital Investment Loan or if you are applying for a Capital Investment Loan and an Interest in Advance Loan to fund your investment in Capital Series *Protect120*. Note that a Superannuation Fund cannot borrow to invest in Capital Series *Protect120* with the Capital Investment Loan. Please complete all sections.

Note: The references to “loan amount” in the table below refer to the combined loan amount of any Commonwealth Investment Loan, Interest in Advance Loan or any other Capital Investment Loan you have with us.

What to include with your Application Form.

Please choose which of the following categories your application is in, and attach documentation as listed in the tables below.

	LOAN AMOUNT OF \$100,000 OR UNDER	LOAN AMOUNT ABOVE \$100,000 UP TO AND EQUAL TO \$500,000	LOAN AMOUNT OF OVER \$500,000
Application submitted through a Financial Adviser	Category 1	Category 1	Category 2
Application NOT submitted through a Financial Adviser	Category 1	Category 2	Category 2

CATEGORY 1

- For salaried applicants, provide **one** or **both** of the following:
 - Latest payslip or pay advice detailing your base salary
 - Last year’s tax return
- For company, trust, or self-employed applicants provide the following:
 - Last year’s tax returns and financial statements.

CATEGORY 2

- Provide one of the following:
 - Last three payslips or pay advices detailing your base salary
 - Letter from your employer confirming length of employment, base income and regular overtime bonuses
 - Last two years’ tax returns and financial statements for company, trust, or self-employed applicants
 - Evidence of asset ownership, which includes bank statement, chess certificate, managed funds statement, rates notice
 - Accountant’s certificate confirming income, asset and liability position

The information contained in the supporting documentation you provide with your Application Form must be consistent with the information in the Statement of Income and Expenditure on page 11 and page 12 completed by you.

Please note:

- Additional information may be requested at Commonwealth Bank’s discretion
- For Company Borrowers and Trustee Borrowers (corporate or individual) additional fees may apply.
- For Trust Applications, special provisions may apply
- For further information, contact your Financial Adviser (if applicable), otherwise call our Client Service Team on 13 15 20.

E Capital Investment Loan and Interest in Advance Loan (cont.)

SECTION E1: CAPITAL INVESTMENT LOAN OFFER AND INTEREST IN ADVANCE LOAN OFFER

You may apply to borrow an amount up to the Total Capital Protection Amount (a Capital Investment Loan). The Total Capital Protection Amount is the sum of each Strategy Capital Protection Amount.

	Strategy Investment Amount (from Section B)			Strategy Capital Protection Amount
Strategy 1 <i>(S&P/ASX 200 Index)</i>	\$	X	100% of Strategy Investment Amount	= \$
Strategy 2 <i>(basket of Hang Seng Index, EURO STOXX 50 Index, S&P 500 Index)</i>	\$	X	100% of Strategy Investment Amount	= \$
Investment Amount	\$		Total Capital Protection Amount	\$
Amount you wish to borrow (must not exceed the Total Capital Protection Amount, and must be in multiples of \$1,000)				\$

If you apply for a Capital Investment Loan you may also apply to borrow an amount equal to the annual interest in advance on the Capital Investment Loan (an Interest in Advance Loan).

What Loan(s) are you applying for? (please tick either the first box only, or the first and second boxes)

Capital Investment Loan – You offer to borrow from us the amount specified above, which is equal to or less than your Total Capital Protection Amount for this product. We may agree to lend you this amount or a lesser amount.

AND

Interest in Advance Loan – You offer to borrow from us the prepayment of your fixed annual interest on your Capital Investment Loan. The interest on your Interest in Advance Loan will be fixed and paid monthly in arrears by debiting your Nominated Account.

How do you want to pay interest on your Capital Investment Loan? (please tick one)

- Variable monthly in arrears; or
- Fixed monthly in arrears; or
- Fixed annually in advance (NB: You must tick this box if you apply for an Interest in Advance Loan)

Notes:

- If your Capital Investment Loan is approved, we will only lend up to the Total Capital Protection Amount to you. Any Initial Adviser Fee will be debited separately from your bank account as nominated in Section D of this Application Form.
- We will debit your Nominated Account for the amount equal to the difference between your Investment Amount and the amount we agree to lend you.
- If your Interest in Advance Loan is approved, we will lend an amount equal to the annual interest in advance on your Capital Investment Loan.

Note: Guarantee documents – Each Director of a Company Borrower or Corporate Trustee Borrower must provide a Guarantee in respect of the Company Borrower/Corporate Trustee Borrower’s obligations under the Capital Investment Loan and the Interest in Advance Loan (if applicable). Following receipt of your Application, we will send to each Director the Guarantee documents for execution. The Guarantee documents must be executed and returned to us before your Capital Investment Loan and your Interest in Advance Loan (if applicable) can be funded.



E Capital Investment Loan and Interest in Advance Loan (cont.)

Borrower 1 / Director 1 / Individual Trustee 1

STATEMENT OF INCOME AND EXPENDITURE

Annual Income		Annual Expenditure	
Salary (before tax)	\$	Living Expenses (excluding any loan repayments listed in the Liabilities table)	\$
Rental Income (before tax)	\$		
Dividend Income (before tax)	\$		
Other Income	\$		
Details –	\$		
	\$		
Total Income	\$	Total Expenditure	\$

BALANCE SHEET

Assets	
Residential Property Address –	\$
Investment Property Address –	\$
Shares	\$
Motor Vehicles	\$
Other Tangible Assets (e.g. cash) Details –	\$
Total Assets	\$

Liabilities

Amortising Facilities – Home Loan / Investment Home Loan / Personal Loan / Lease / Other Facilities

	Type of facility	Name of lender	Loan balance outstanding	Interest rate	Maturity date	Monthly repayment amount
Facility 1			\$	%	/ /	\$
Facility 2			\$	%	/ /	\$

Revolving / Interest Only Facilities – Margin Loans / Investment Loan / Line of Credit / Other

	Type of facility	Name of lender	Loan balance outstanding	Interest rate	Maturity date	Monthly repayment amount
Facility 1			\$	%	/ /	\$
Facility 2			\$	%	/ /	\$



E Capital Investment Loan and Interest in Advance Loan (cont.)

Credit Cards

	Name of lender	Credit Limit	Interest rate
Card 1		\$	%
Card 2		\$	%

Borrower 2 / Director 2 / Individual Trustee 2

STATEMENT OF INCOME AND EXPENDITURE

Annual Income		Annual Expenditure	
Salary (before tax)	\$	Living Expenses (excluding any loan repayments listed in the Liabilities table)	\$
Rental Income (before tax)	\$		
Dividend Income (before tax)	\$		
Other Income	\$		
Details –	\$		
Total Income	\$	Total Expenditure	\$

BALANCE SHEET

Assets	
Residential Property Address –	\$
Investment Property Address –	\$
Shares	\$
Motor Vehicles	\$
Other Tangible Assets (e.g. cash) Details –	\$
Total Assets	\$

Liabilities

Amortising Facilities – Home Loan / Investment Home Loan / Personal Loan / Lease / Other Facilities

	Type of facility	Name of lender	Loan balance outstanding	Interest rate	Maturity date	Monthly repayment amount
Facility 1			\$	%	/ /	\$
Facility 2			\$	%	/ /	\$



E Capital Investment Loan and Interest in Advance Loan (cont.)

Revolving / Interest Only Facilities – Margin Loans / Investment Loan / Line of Credit / Other

	Type of facility	Name of lender	Loan balance outstanding	Interest rate	Maturity date	Monthly repayment amount
Facility 1			\$	%	/ /	\$
Facility 2			\$	%	/ /	\$

Credit Cards

	Name of lender	Credit Limit	Interest rate
Card 1		\$	%
Card 2		\$	%

SECTION E2: RISK DISCLOSURE

Risk statement for Loan Applicants

Before you apply for a Capital Investment Loan and an Interest in Advance Loan (if applicable), you must consider:

- whether the Loans are right for you; and
- the risks associated with the Loans; and
- the risks involved in investing in Capital Series *Protect120* in which you are applying the proceeds of the Loans.

We strongly suggest that you obtain independent legal, tax and financial advice to get a better idea of the risks involved and the way in which you can manage the Loans.

You and your advisers should be aware of the following risks:

- borrowing money to invest in Capital Series *Protect120* (gearing) can magnify the financial effect on you of any decrease in the value of your investment in Capital Series *Protect120*;
- income from your investments (if any) may fluctuate. Also, the time at which you pay interest on your Loan Account may be different from the time at which you can earn income on your investment;
- repayment of any part of the Loans before the Final Maturity Date which can occur through your decision or your default may result in significant costs being payable by you to us;
- the Terms and Conditions of the Loan as they apply to you and the choices you make may have significant tax implications for you.

There may be circumstances in which we can require you to pay all of what you owe to us immediately.

Those circumstances include where:

- you fail to pay any sum payable by you to us on the date the payment is due;
- we consider that your financial position has deteriorated to a point where you may not be able to meet any obligation you owe to us.

You should familiarise yourself with the other circumstances in which we can ask you to pay us immediately (for example, see Clause 8 to Clause 10 and Clause 12 of the Loan Agreement).

You should obtain independent legal, tax, and financial advice on the effect on your investment, tax and financial obligations if the Loans are repaid early.

Payments to Loan Account

If we accept your application for a Capital Investment Loan, you will have a Capital Investment Loan Account (“CIL Loan Account”). If we accept your application for an Interest in Advance Loan you will also have an Interest in Advance Loan Account (“IAL Loan Account”).

Other than when we require you to pay your CIL Loan Account in full, we do not require you to make any principal payments on your CIL Loan Account. If you have an IAL Loan Account we require you to make principal and interest payments on your IAL Loan Account. The amount you owe to us can increase with unpaid interest and unpaid fees and charges we debit to your CIL Loan Account and your IAL Loan Account (if applicable).

We charge interest on the debit balance of your Loan Account. The balance of your Loan Account may increase with unpaid interest, fees and charges sufficient to require us to terminate the Loan Account.



E Capital Investment Loan and Interest in Advance Loan (cont.)

Taxation

You should speak to an independent taxation adviser to determine whether you can deduct part of the interest incurred by you on your Loan Account. If you have an Interest in Advance Loan we require you to make principal and interest payments on your loan. Depending on your individual circumstances, some or all of the interest otherwise deductible might be disallowed by the Australian Tax Office.

You may wish to negatively gear your investment in Capital Series *Protect120* with the loan proceeds, however, it may not be possible to do so.

You have sole responsibility for deciding to invest in Capital Series *Protect120* for which this Loan is supplied. We do not:

- recommend Capital Series *Protect120*; or
- give any opinion on the performance of Capital Series *Protect120*, even if we are willing to lend money against Capital Series *Protect120*.

SECTION E3: AUTHORISATIONS BY BORROWER(S)

All Borrowers

You authorise us

- (a) to give to any Guarantor or proposed Guarantor (i) any credit information or record that has any bearing on your creditworthiness, credit standing, credit history or credit capacity in connection with such credit facilities for the purpose of deciding whether to act or continue to act as Guarantor in respect of, or to offer property as security for, your credit facilities; (ii) a copy of the Loan Agreement, of any formal demand we send to you and, if the Guarantor asks, a copy of the latest statement of your Loan Account;
- (b) to give to and / or receive from your Stockbroker and / or Nominated Representative any record or personal information about you or your credit facilities in connection with the processing and accepting of any application to us for credit and / or the subsequent management of the credit provided;
- (c) to exchange with Commonwealth Securities (which manages the Capital Investment Loan and Interest in Advance Loan products on our behalf) any record or personal information about you in connection with the processing and accepting of this application and / or the subsequent management of any credit which we may agree to provide; and
- (d) to exchange (for market purposes) with our subsidiaries which provide related or ancillary financial services, any record or personal information about you concerning any credit which we may agree to provide.

Individual Borrowers

(not applicable to Company Borrower or Corporate Trustee Borrower)

You authorise us

- (a) to give a credit reporting agency certain personal information about you including the fact that you have applied for credit and the amount, any payments which become overdue more than 60 days and, in specified circumstances, that in our opinion you have committed a serious credit infringement;
- (b) to obtain from a credit reporting agency information relating to your commercial credit activities and a credit report containing personal and credit information about you to assess this application or for the purpose of collecting overdue payments in respect of any credit which we have provided to you or your company / firm;
- (c) to give to and obtain from any credit provider named in a credit report issued by a credit reporting agency or a commercial reporting agency respectively information about your credit arrangements including your creditworthiness, credit standing, credit history and credit capacity. The information may be given and used for purposes that include assessing an application by you for credit, assisting you avoid defaulting on your credit obligations, notifying other credit providers of a default by you, assessing your creditworthiness, and, where the information is given to participants in a securitisation scheme, assessing the risk in purchasing any loan given to or applied for by you and/or the risk in undertaking credit enhancement of any such loan; and
- (d) when we are performing tasks reasonably necessary to the provision and management of securitised loans, to obtain from a credit reporting agency a credit report containing personal credit information about you for the securitisation purposes permitted by Section 18E(1)(b)(ia) of the *Privacy Act 1988 (Cth)*.

SECTION E4: ACKNOWLEDGEMENTS AND SIGNATURES OF BORROWER(S)

Note: Each Borrower must sign.

By signing this Application you acknowledge that:

1. If you are an Individual Borrower, you declare that the proceeds of the Loans which may be provided to you are to be applied wholly or predominantly for:
 - business purposes; or
 - investment purposes (after 1 July 2010, other than investment in residential property).



E Capital Investment Loan and Interest in Advance Loan (cont.)

IMPORTANT

You should not sign this declaration unless the proceeds of the Loan is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes (after 1 July 2010, other than investment in residential property).

By signing this declaration you may **lose** your protection under the Consumer Credit Code prior to 1 July 2010 and the National Credit Code from 1 July 2010.

2. All information which you have given in this Application is correct and not misleading in any way.
3. You have read and understood the Terms and Conditions of the Loans (having taken such independent legal, financial and tax advice as you have needed).
4. You have read and understood the Risk Disclosure Statement.
5. You have not relied on any tax advice from us and have sought your own independent legal and financial advice in relation to your obligations under the Capital Investment Loan and Interest in Advance Loan (if applicable).
6. We may pay adviser fees which your adviser has declared an entitlement to in Section I of the Application Form and reimburse promotional and marketing fees to any broker or financial planner or other financial intermediary who introduces the Borrower to us and pay Commonwealth Securities their fees and costs relating to the administration of the Capital Investment Loan and Interest in Advance Loan (if applicable).
7. If we approve and accept your application for a Capital Investment Loan then you will automatically

be legally bound by the Terms and Conditions of the Loan applicable to you. If we approve and accept your application for an Interest in Advance Loan then you will automatically be legally bound by the Terms and Conditions of the Loan applicable to you. No drawings will be allowed, and we may void the contract, unless our security requirements are satisfied.

8. You understand and acknowledge that the law requires signatories to provide true and correct information and state all the names by which they are commonly known. You also understand that the law prohibits the use of false names, as well as the giving, use or production of false or misleading information or documents in connection with the provision of financial services and the making, possession or use of a false document in connection with an identification procedure.
9. You declare that the details as shown on this Application are complete and correct.
10. You consent to the use and disclosure of your information as indicated in Section E3 of this Application Form.

SIGNING CLAUSES

For Company Borrower or Corporate Trustee Borrower.

If you are a Director of a Company Borrower or a Corporate Trustee Borrower:

- you sign this Application in your capacity as a Director;
- by signing, you confirm that there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due.

For Company Borrowers and Corporate Trustee Borrowers, two Directors or one Director (if you are a sole director) must sign in accordance with s127 of the *Corporations Act 2001 (Cth)*.

If executed by a Company Borrower or Corporate Trustee Borrower:

Company Name

ABN/ACN

<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"/>
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Signed by Individual Borrower 1 / Director 1 / Individual Trustee Borrower 1

Print full name

Signature

Date

 / /

Signed by Individual Borrower 2 / Director 2 / Individual Trustee Borrower 2

Print full name

Signature

Date

 / /

Please ensure that you have attached all supporting documentation for your Application.

F Identification Details

To meet the requirements under the Anti Money Laundering and Counter-Terrorism Financing Act, we are required, by law, to identify all Applicants and Nominated Representatives that do **not** have an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account by sighting acceptable identification documentation.

For Trust Applicants, you will need to provide the account details under Question 2 below for each Trustee operating on the account, as well as appropriate account details for the Trust.

1. Is this application submitted through a Financial Adviser?

- Yes – Identification will be completed by your Financial Adviser
- No – Go to Question 2

2. Do you and/or any Nominated Representatives have an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account?

- Yes – Complete account details below
- No – Go to Question 3

Commonwealth Bank accounts

BSB Number	Account Number	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

BSB Number	Account Number	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Commonwealth Bank credit card

Credit Card Number	Account Name
<input type="text"/>	<input type="text"/>

Credit Card Number	Account Name
<input type="text"/>	<input type="text"/>

CommSec account

BSB Number	Account Number	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

BSB Number	Account Number	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

3. For any Applicants (including Individuals, Companies, Trusts and Trustees who operate Trust accounts) and Nominated Representatives that have not been identified above, you will need to provide acceptable, certified identification documentation.

You will need to obtain the Identification Pack, complete the additional forms required and attach the completed forms to this Application. You can access these forms by:

- a) visiting our website at commsec.com.au/cbasi; or
- b) contacting our Client Services Team on 13 15 20.

If you have any queries, please contact our Client Services Team on 13 15 20.



G Questionnaire

This information is required for Commonwealth Bank’s internal purposes only in connection with our assessment of your Application. We want to ensure that you understand some of the important aspects of the product, particularly the risks related to the product.

Notwithstanding Section 5 under “Customer Information and Privacy” in Part 1 of this PDS, the information will not be used for any other purpose or provided to any other entity within the Commonwealth Bank Group.

You will be required to answer all questions correctly prior to Commonwealth Bank accepting your Application. We will contact you via email or phone if you have answered any questions incorrectly. Please ensure you have provided a valid email address and contact phone number in Section A of this Application so that we can contact you. Commonwealth Bank may not accept your Application if you answer any questions incorrectly and are not able to be contacted.

Please refer to the PDS to answer the following questions. For ease of reference, we have provided the relevant section of the PDS for each question.

Question Number	Question	Refer to
1	Capital Series is a: <i>(please tick one box)</i> <input type="checkbox"/> Term deposit <input type="checkbox"/> Deferred Purchase Agreement <input type="checkbox"/> Managed fund	Part 1, Section 1.14
2	Capital protection is applicable at any time during the Term of the Investment. <input type="checkbox"/> True <input type="checkbox"/> False	Part 1, Section 1.5
3	If your Investment is terminated early, your Early Termination Value may be less than your Investment Amount, even if the Underlying Portfolio has increased in value. <input type="checkbox"/> True <input type="checkbox"/> False	Part 1, Section 1.17
4	If interest rates have increased since the Start Date, then the Break Costs due in relation to the Capital Series will generally: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	Part 1, Section 1.17
5	At the maturity of Capital Series, what are your options? <input type="checkbox"/> Accept physical delivery of the Delivery Parcel or sell the Delivery Parcel via the Delivery Asset Sale Service <input type="checkbox"/> Roll Capital Series into a term deposit or roll into a portfolio of shares of your choice	Part 1, Section 1.12
6	If your Strategy Investment Amount is \$10,000, what is the most the Strategy Maturity Value of your Investment can be on the Maturity Date? (please tick one box) <input type="checkbox"/> \$13,500 <input type="checkbox"/> \$18,000 <input type="checkbox"/> Maturity Value is unlimited	Part 2, Section 4
7	Capital growth reflected in the Strategy Maturity Value will be at least 20%, regardless of the performance of the Underlying Portfolio. <input type="checkbox"/> True <input type="checkbox"/> False	Part 2, Section 4



G Questionnaire (cont.)

Once you have completed this questionnaire, please sign below.

Signed by Applicant 1 / Director 1 / Individual Trustee 1

Print full name

Signature

Date

Signed by Applicant 2 / Director 2 / Individual Trustee 2

Print full name

Signature

Date



H Appointment of Nominated Representative(s)

➤ **Complete this section with the details of the person(s) you wish to appoint as your Nominated Representative(s) in relation to Capital Series *Protect120* (“Nominated Representative(s)”).**

Nominated Representative(s) Details

You can either appoint your Financial Adviser or another person or **both** as your Nominated Representative(s).

Financial Adviser as your Nominated Representative

If you have a Financial Adviser and you would like your Financial Adviser to be your Nominated Representative, please tick this box. The Financial Adviser must sign this section and complete Section I “Financial Adviser Details and Declaration”.

Signature of Nominated Representative

Date

/ /

Other person as your Nominated Representative

Title Mr Ms Mrs Miss Dr Other (specify) _____

Surname

Given Name
(no initials)

Other names commonly known by

Gender Male Female

Date of Birth / /

Residential address
(not a PO Box) State Postcode

Postal address State Postcode

Phone Numbers Home () Work ()

Fax () Mobile

please tick your preferred contact number

Email address

Signature of Nominated Representative

Date

/ /



H Appointment of Nominated Representative(s) (cont.)

Powers of Nominated Representative(s)

The Nominated Representative may do any of the following in your name or in its own name as a personal act of yours in relation to Capital Series *Protect120*:

- (a) issue general requests relating to securities, execution, drawdown, portfolio management, corporate actions, repayment, redemptions, resets and switches;
- (b) issue instructions relating to maturity and termination;
- (c) receive duplicate copies of investment statements issued to you;
- (d) complete any blanks, supplement or amend any document, where such changes are not material;
- (e) amend your instructions and forms;
- (f) change your contact details;
- (g) make enquires regarding your investment; and
- (h) do anything incidental to any of the above.

This appointment is subject to the following Terms and Conditions of Appointing Nominated Representative(s).

Terms and Conditions of Appointing Nominated Representative(s)

1. Directions or enquiries from, or the exercise of powers by, a person we reasonably believe to be your Nominated Representative, shall be deemed to be your personal acts or the personal exercise by you of those powers.
2. We will continue to act upon any instructions from your Nominated Representative until we receive a written cancellation of the appointment.
3. We are authorised to share information about your investment with your Nominated Representative.
4. We may ask you to confirm any instructions given by your Nominated Representative and if we are unable to obtain your confirmation we may cancel the terms of appointment of your Nominated Representative. We will give you notice in writing of the cancellation not more than 14 days afterwards.
5. Your Nominated Representative may do any of the acts or things set out in the Powers of Nominated Representative unless you have notified us in writing that your Nominated Representative has ceased to be authorised.

6. If your Nominated Representative is your Financial Adviser, their authority is limited so that they cannot change the amount of the contribution fee or adviser service fee applying to your investment or alter payment / distribution of proceeds to Australian bank account details.
7. Where you have appointed two Nominated Representatives:
 - (a) we may verify instructions received from one of your Nominated Representatives or obtain additional information by contacting your other Nominated Representative;
 - (b) we may act and rely on instructions and authorities received from either of your Nominated Representatives; and
 - (c) in the event of conflict or inconsistency in any instructions or authorities received from your Nominated Representatives, we may choose in our absolute discretion which instructions or authorities upon which we will act or rely.
8. You agree to release, discharge and indemnify us from and against all losses, actions, liabilities, claims, demands and proceedings arising from your appointment of a Nominated Representative.
9. You agree that neither you nor any person claiming through you will have any claim against us in respect of any act or omission of your Nominated Representative, whether authorised by you or not, including without limitation any payment by us on the instruction of your Nominated Representative, unless you have previously notified us in writing that your Nominated Representative has ceased to be authorised.

I Financial Adviser Details and Declaration

Adviser's Name

Authorised Representative of (Australian Financial Services Licensee)

Street address
State Postcode

Postal address
State Postcode

Advisor Stamp
Wealth Focus Pty Ltd
PO Box 760
Manly
NSW 1655
Tel: 1300 559 869

Phone Numbers Business Phone 1 Business Phone 2
 () ()

Fax Mobile
 ()

Preferred Email address

You must supply your Client Adviser Number (CAN) if it has previously been provided to you by us.

If you do not have a CAN, you must supply your date of birth and Authorised Representative Number. If you do not have an Authorised Representative Number, you must supply an Authorised Representative Certificate from your dealer group. You must also provide an originally certified photocopy of your driver's licence or passport.

CAN **OR**
 Date of Birth / / **AND** Authorised Representative Number

Commonwealth Bank of Australia is authorised to take instruction from this Financial Adviser on behalf of the Borrower(s).

IMPORTANT:

If the Applicant(s) have recorded an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account in Section F, please sign at the end of this Section I.

If the Applicant(s) have **NOT** recorded an existing Commonwealth Bank account, Commonwealth Bank credit card or CommSec account in Section F, please attach a legible copy of the certified ID documentation used to verify the Applicant(s) and any Nominated Representative(s) (and any required translation).

Alternatively, **if agreed** between your licensee and the product issuer, complete the ID Document Details below, and **DO NOT** attach copies of the ID Documents.



I Financial Adviser Details and Declaration (cont.)

ID DOCUMENT DETAILS

Document 1

Document 2

Verified From	Original <input type="checkbox"/>	Certified Copy <input type="checkbox"/>	Original <input type="checkbox"/>	Certified Copy <input type="checkbox"/>
Name on Document	<input type="text"/>		<input type="text"/>	
Document Type (e.g. passport)	<input type="text"/>		<input type="text"/>	
Document Issuer	<input type="text"/>		<input type="text"/>	
Issue Date	<input type="text"/>		<input type="text"/>	
Expiry Date	<input type="text"/>		<input type="text"/>	
Document Number	<input type="text"/>		<input type="text"/>	
Accredited English Translation	N/A <input type="checkbox"/>	Sighted <input type="checkbox"/>	N/A <input type="checkbox"/>	Sighted <input type="checkbox"/>
Date verified	<input type="text" value="/ /"/>			

Financial Adviser Declaration

I declare that:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. I hold or I am an Authorised Representative of an entity that holds, a current Australian Financial Services Licence and that no application has been made or is pending to vary, amend or remove this licence; 2. I hold or I am an Authorised Representative of an entity that holds all appropriate licences and authorities and I am authorised to sell Capital Series <i>Protect120</i> and the Capital Investment Loan and Interest in Advance Loan; 3. I am entitled to receive the adviser fees payable to licensed financial planners or brokers for Capital Series <i>Protect120</i> and the Capital Investment Loan and Interest in Advance Loan as agreed with the Applicant(s); 4. I have not misled, or misrepresented Capital Series <i>Protect120</i> and the Capital Investment Loan or Interest in Advance Loan, to the Applicant(s) / Borrower(s) disclosed in this Application Form and I have acted honestly, responsibly and lawfully in providing financial products and services described in and associated with Capital Series <i>Protect120</i>, the Capital Investment Loan and the Interest in Advance Loan brochure to the Applicant(s) / Borrower(s) disclosed in this Application Form; | <ol style="list-style-type: none"> 5. The Capital Investment Loan and the Interest in Advance Loan (if applicable), will be applied by the Borrower(s) wholly or predominantly for business and/or investment purposes (after 1 July 2010, other than investment in residential property); 6. I have explained the risks of Capital Series <i>Protect120</i> and the Capital Investment Loan and Interest in Advance Loan to the Applicant(s) / Borrower(s) and drawn the attention of the Borrower(s) specifically to Section E2 "Risk Disclosure" of the Application Form; and 7. I certify that the information provided on the Applicant / Borrower is correct and consistent with my understanding of the Applicant's / Borrower's financial position. |
|---|--|

Signature of Adviser

Date



J Declaration and Signature(s)

- Please read Section J in its entirety. You must provide the required signatures at the end of Section J before returning the Application Form to us.

General Declaration: I / We whose full name(s) and address(es) appear above, hereby apply for Commonwealth Bank Capital Series *Protect120* and Capital Investment Loan (if applicable) and Interest in Advance Loan (if applicable) as set out on this Application Form, to be issued in accordance with the Terms of Sale and Terms and Conditions of the Loan issued by Commonwealth Bank of Australia. I / We have read and understood both Part 1 dated 23 August 2010 and Part 2 dated 18 October 2010 of the PDS, in particular, the Terms of Sale and Schedule of Terms for Capital Series *Protect120* and the Terms and Conditions of the Loan (having taken such independent legal, financial and tax advice as I have needed). I / we agree to accept Commonwealth Bank Capital Series *Protect120* and obtain Capital Investment Loan (if applicable) and obtain Interest in Advance Loan (if applicable) on the basis of and be bound by the Terms of Sale and Terms and Conditions of the Loan (if applicable).

I / We appoint the person(s) described in Section H as my / our Nominated Representative/s and understand and agree to be bound by the Terms and Conditions of Appointing Nominated Representative/s as set out in Section H of the Application Form.

I / We understand and acknowledge that the law requires signatories to provide true and correct information and state all the names by which they are commonly known. I also understand that the law prohibits the use of false names, as well as the giving, use or production of false or misleading information or documents in connection with the provision of financial services and the making, possession or use of a false document in connection with an identification procedure.

I / We declare that the details as shown on this Application are complete and correct.

I / We consent to the use and disclosure of my / our information as indicated in the Customer Information and Privacy section of this PDS. You may indicate that you do not wish to receive marketing information from us by ticking the box provided below.

Tick this box if you do not want to receive any promotional material from Commonwealth Securities (including information about Initial Public Offers).

Representations and Warranties: I / We represent and warrant that:

- I am / we are not bankrupt nor insolvent, am / are able to pay my / our debts as and when they become due, no step has been taken to make me / us bankrupt or commence winding up proceedings, appoint a controller or administrator, seize or take possession of any of my / our assets or make an arrangement, compromise or composition with any of my / our creditors;
- I / we have full legal capacity to make the Application and be bound by the Terms of Sale and have taken all actions that are necessary to authorise the Application and be bound by the terms;
- I / we have read and understood the Terms of Sale and I / we have made my / our own independent investigations and appraisals of the taxation, legal, commercial and credit aspects associated with the purchase of the Delivery Assets (having taken such independent legal, financial and tax advice as I have needed);
- I / we have not relied in any way whatsoever on any statements made by Commonwealth Bank of Australia or any of its related entities or their servants, agents, employees or representatives in relation to the Terms of Sale or the deferred purchase of the Delivery Assets and I / we acknowledge that Commonwealth Bank of Australia has not made any representations to me / us regarding the suitability or appropriateness of the deferred purchase of the Delivery Assets;
- I / we understand that nothing in the Terms of Sale or any marketing material associated with Capital Series *Protect120* can be considered investment advice or a recommendation to buy the Delivery Assets;
- I / we have obtained all consents which may be required by law to enable me / us to acquire the Delivery Assets and to become registered as the holder of the Delivery Assets and that the registration of me / us as the holder of the Delivery Assets will not contravene any law, regulation or ruling or the constitution of any company;
- I / we (and no other person) are not in breach of any law or any obligation to another person by entering into or becoming bound by the Terms of Sale;
- by applying for Capital Series *Protect120*, I / we will not be in breach nor there be any resulting breach of any exchange controls, fiscal, securities or other laws or regulations for the time being applicable to Capital Series *Protect120* or me / us;
- I / we are not a resident or national of any jurisdiction where the Application for or the Completion of Capital Series *Protect120* is prohibited by any law or regulation or where compliance with the relevant laws or regulations would require filing or other action by the Commonwealth Bank of Australia or any of its related bodies corporate;



J Declaration and Signature(s) (cont.)

- › I / we acknowledge that the Commonwealth Bank of Australia does not provide taxation advice and the information contained in Section 4 in Part 1 of the PDS headed "Tax Considerations" and Section 5 in Part 2 of the PDS is necessarily general in nature and does not take into account the specific taxation circumstances of each individual Investor. I /we acknowledge that I / we have been advised to seek my / our own independent advice on the taxation implications relevant to my / our own circumstances before making an investment decision;
- › all the information that I / we have given to the Commonwealth Bank of Australia is correct and not misleading;
- › I / we have not withheld any information that might have caused the Commonwealth Bank of Australia to reject my / our Application;
- › I / we acknowledge that I / we have read Customer Information and Privacy section of this PDS and consent to the use and transfer of my/our information as set out in that section; and
- › I / we acknowledge that my / our signatures below indicates my / our authorisation of the payment instructions provided to the Commonwealth Bank of Australia in this Application Form.

Power of Attorney: For valuable consideration I / we irrevocably appoint Commonwealth Bank of Australia, its nominees and any of their directors, secretaries and managers or any employee whose title includes the words "director", "head" or "manager" severally as my / our attorney to do (either in my / our name or the name of the attorney) all acts and things that I am / we are obliged to do under the Terms of Sale and Terms and Conditions of the Loan (if applicable) and which the Commonwealth Bank of Australia is authorised to do under the Terms of Sale and Terms and Conditions of the Loan (if applicable):

- to fill in blanks, correct errors, sign, seal and deliver and execute all documents (including assurances, identification and address declarations, and other instruments) which the Commonwealth Bank of Australia or the attorney considers necessary or expedient in connection with Capital Investment Loan (if applicable) and Interest in Advance Loan (if applicable); or
- which in the opinion of the Commonwealth Bank of Australia, are necessary or desirable in connection with the Delivery Assets (as defined in the Terms of Sale) or the protection of Commonwealth Bank of Australia's interests or the exercise of the rights, powers and remedies of Commonwealth Bank of Australia, including without limitation the authority to sell the Delivery Assets on my/our behalf in accordance with clause 3.5(b) of the Terms of Sale.

PLEASE READ THE TERMS CAREFULLY BEFORE SIGNING THIS APPLICATION FORM

› **Every statement and direction made above is, in the case of persons who jointly apply for Capital Series *Protect120*, made jointly and severally by each Applicant.**

ACKNOWLEDGEMENT AND SIGNATURES

Each Joint Applicant must sign this Application Form.

For Company Applicant or Corporate Trustee Applicant.

If you are a Director of a Company Applicant or a Corporate Trustee Applicant:

- you sign this Application in your capacity as a Director;
- by signing, you confirm that there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due.

For Company Applicant and Corporate Trustee Applicant, two Directors or one Director (if you are a sole director) must sign.

If executed by Company Applicant or Corporate Trustee Applicant:

Company Name

ABN/ACN

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

Signed by Applicant 1 / Director 1 / Individual Trustee 1

Print full name

Signature

Date

 / /

Signed by Applicant 2 / Director 2 / Individual Trustee 2

Print full name

Signature

Date

 / /