



nab

NAB 100% Investment Loan

Client Application

Risk Disclosure Statement

There are risks associated with using a NAB 100% Investment Loan Facility to borrow on the security of *investments*. You should be aware of these risks before you enter into a NAB 100% Investment Loan Facility. We have described some of these risks in the following paragraphs.

You should also carefully consider the NAB 100% Investment Loan Facility Terms as they contain important information regarding the terms and conditions that will apply to your NAB 100% Investment Loan Facility and will help you understand this Risk Disclosure Statement.

Terms that are defined in the NAB 100% Investment Loan Facility Terms in italics have the same meaning in this statement.

We also strongly recommend that you obtain independent professional advice as to the suitability of an investment loan for you and the risks involved before you enter into the NAB 100% Investment Loan Facility. We have not in any way considered the suitability of an investment loan 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 *investments* may expose you to the volatility of the market. If there is a decrease in the value of *investments* that you have borrowed against, your financial position may be significantly affected.
- 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 or a *guarantor* (if any) purports or attempts to create a *security interest* over any *secured property* without our consent;
 - (b) any event occurs which in our opinion may materially affect your or the *guarantor's* (if any) ability to meet your or their obligations under the *facility*.

We may also require you to repay all of what you owe us, at any time if we give you 5 *business days* notice.

There are other circumstances in which we can ask you or the *guarantor* (if any) to pay us all of what you owe us. You should familiarise yourself with these. (See clauses 10.2, 10.3 and 24.1 of the *Facility Terms*.)

- 3 In some cases, the value of *investments* that you have provided as security may not be sufficient to repay the amount that you owe us. We may recover the remainder of what you owe us from you or the *guarantor* (if any) personally.
- 4 Your obligations under the *facility* are independent from the performance of the *investments* and the performance of any capital or other guarantee provided in connection with the performance of the *investments*. For example, if the *investments* are redeemed in circumstances where a capital guarantee does not apply, the amount you owe us must still be repaid in full, even if the redemption proceeds are less than the amount that you owe us.
- 5 Gearing of your investments can magnify the gains and losses in the value of your portfolio. You should discuss with your financial or tax adviser whether gearing your investment is appropriate for you. If you do gear your investments you should be aware that you may not have received the income or the benefit of any tax deductions at the time you are required to pay interest owing. You should ensure that you always have adequate income, resources or borrowing capacity under the *facility* to meet any interest payments.
- 6 All *investments* that you or the *guarantor* (if any) have provided as security for your obligations under the *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 *investments* are mortgaged to us and we must agree before you have access to these rights. If a *default event* occurs, we may sell the *investments* and keep that portion of the proceeds that you owe us. We will not release any mortgage you or the *guarantor* (if any) have given us under the *facility* until no amount is owing to us in connection with the *facility* by you or the *guarantor* (if any).
- 7 If you are borrowing through a company, each director of the company will be required by us to give us a *guarantee* of the company's obligations under the *facility*. This means that each director is personally liable for the company's obligations and individually bears all of the risks outlined above. Under the terms of the *guarantee* we do not have to proceed against the company first before we can enforce our rights against directors.
- 8 We may pay commission to any person we choose (including any financial adviser or planner, any broker and any of our related entities). The payment of that commission is not an endorsement by us of that person and we do not, in any circumstances, accept responsibility for any statement, act or omission of them, except where required by law.

In this application 'Facility Terms' means the terms and conditions of the NAB 100% Investment Loan Facility accompanying this Application. If you do not have a copy of the Facility Terms, please contact NAB.

How to complete this Application

Before completing this Application, ensure you:

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

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

Please note that all applications are subject to approval.

A – Mandatory

If you are: (please tick)	Sections to complete (please tick)	Sections to sign (please tick)	What to include with the application (please tick)	Establishment Fee*
<input type="checkbox"/> An Individual/Joint Applicant	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> D	<input type="checkbox"/> G Parts A and B	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
<input type="checkbox"/> A Company Applicant (All directors must act as Guarantors)	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> Attachment 1	<input type="checkbox"/> G Part B	<input type="checkbox"/> N/A	<input type="checkbox"/> \$150
<input type="checkbox"/> All directors of a Company Applicant	<input type="checkbox"/> Attachment 3 Part A	<input type="checkbox"/> Attachment 3 Parts B1, B2 and C	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
<input type="checkbox"/> A Guarantor(s)	<input type="checkbox"/> Attachment 3 Part A	<input type="checkbox"/> Attachment 3 Parts B1, B2 and C	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
<input type="checkbox"/> A Trustee Applicant	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> D	<input type="checkbox"/> G Part B	<input type="checkbox"/> A certified copy of the trust deed including all amendments	<input type="checkbox"/> \$150 (Individual) <input type="checkbox"/> \$300 (Company)
<input type="checkbox"/> A Company Guarantor(s)	<input type="checkbox"/> Attachment 3 Part A	<input type="checkbox"/> Attachment 3 Part B1	<input type="checkbox"/> N/A	<input type="checkbox"/> \$150

All applicants and guarantors must read Section F.

B – Additional Instructions

If you are: (please tick)	Sections to complete (please tick)
<input type="checkbox"/> Nominating a Financial Adviser/Broker	<input type="checkbox"/> C <input type="checkbox"/> Attachment 2 (if more than one)
<input type="checkbox"/> Authorising another person to operate the Facility on your behalf	<input type="checkbox"/> Attachment 1
<input type="checkbox"/> Providing third party security	<input type="checkbox"/> Attachment 3
<input type="checkbox"/> An applicant providing us with your Tax File Number	<input type="checkbox"/> E
<input type="checkbox"/> A Guarantor providing us with your Tax File Number	<input type="checkbox"/> Attachment 3 – Part D
<input type="checkbox"/> Providing us with supporting financial information	<input type="checkbox"/> D

Note: All applicants and *guarantors* residing in Tasmania are subject to a State Government charge of \$90.50 to cover stamping and registration of the Power of Attorney.

*We will debit this amount to your *account*. This fee is refundable in the event your application is not accepted by us.

Please forward this completed Application together with the Investment Application and any other relevant documentation to:

nabCapital Investor Services Group
100% Investment Loan Unit
Level 32
500 Bourke Street
MELBOURNE VIC 3000

If you have any queries, please contact us on **1800 652 669**, 8.30am to 5.30pm EST Monday to Friday.

Section A Applicant details

Important: Please ensure the applicant details are consistent with those provided on your Investment Application.

First applicant

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

Residential address Postcode

Postal address – if different to residential Postcode

Contact details

Home telephone number Home facsimile number Mobile

Email address Work telephone number Work facsimile number

Employment details

Occupation Employer name

Employer address Postcode

Second applicant

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

Residential address Postcode

Postal address – if different to residential Postcode

Contact details

Home telephone number Home facsimile number Mobile

Email address Work telephone number Work facsimile number

Employment details

Occupation Employer name

Employer address Postcode

Is either applicant an employee of NAB or any of its related bodies corporate?

Yes – give details

Employee number

No

Does either applicant have a NAB Choice Package? Yes No

Does either applicant have a NAB Private Tailored Package? Yes No

Does either applicant have a Portfolio Package? Yes No

Company applicant (also complete Attachment 1)

Company name

ABN

Registered address

Postcode

Postal address – if different to registered

Postcode

Contact name (same as nominated in Attachment 1)

Office telephone number () _____ Office facsimile number () _____

Full name(s) of all Directors

Full name of Secretary

Trust applicant

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

Name of Trust

Section B Facility and Direct Debit Request details

Name of investment offer you are applying for

Requested facility limit

\$ _____

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

Type of loan

Note: Total value of the amounts below must not exceed the requested *facility limit*.

Variable Rate \$ _____

Fixed Interest Rate Monthly in Arrears \$ _____

Term of Loan
 1 year 2 years 3 years 4 years 5 years

Fixed Interest Rate Annually in Advance \$ _____

Term of Loan
 1 year 2 years 3 years 4 years 5 years

Interest Payment

All interest payments will be debited to a nominated account at your *financial institution*.

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

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

By completing this Direct Debit Request the applicant(s) requests and authorises National Australia Bank Limited (the User) (User ID number 153106) to arrange for any amount National Australia Bank Limited may debit or charge the applicant(s) under the NAB 100% Investment Loan Facility Terms in respect of interest charges and other fees and charges to be debited through the Bulk Electronic Clearing System from an account held at the *financial institution* identified below subject to the terms and conditions of the *Direct Debit Request Service Agreement* and the applicant(s) instructions provided below.

Name and address of financial institution at which account is held

Name of financial institution

Address of financial institution

Postcode

Details of account to be debited

Name of account _____ BSB number _____ Account number _____

Section C Financial Adviser/Broker details

Please tick

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

Broker: You authorise the broker whose name appears below to request us to provide funds or *investments* (in accordance with clause 41.2 of the Facility Terms) to enable us to settle transactions undertaken by them on your behalf.

If more than one financial adviser/broker is being nominated complete Attachment 4.

Contact details

Adviser/Broker name _____ Licensed dealer group (if applicable) _____

Company name
Wealth Focus Pty Ltd
PO Box 760, Manly NSW 2095
1300 559869

Address

Postcode

Work telephone number () _____ Work facsimile number () _____ Mobile _____

Email address _____ Trading account number (if applicable) _____

Australian Financial Services Licence number

Do you permit your financial adviser/broker to receive a periodic statement of your *facility*? Yes No

Section D Statement of Position

- **Individual/Joint applicants (including applicants in their capacity as Trustee) complete Parts A and C.**
- **Company applicants (including Companies in their capacity as Trustee) complete Parts B and C and provide information about each Director in Parts A and C.**

Income verification is required for all loan applicants

You must provide one of the following:

- your last two payslips; or
- your previous year’s group certificate(s) or tax return; or
- an accountant’s certificate confirming your income; or
- a declaration from your employer confirming your income.

If you are applying for a loan of \$300,000 or greater, you will also need to provide verification of assets such as:

- a letter from your accountant or financial adviser confirming your assets;
- a rates notice for property owned;
- a copy of account statements confirming deposits and/or net holdings.

Part A

Income

What is your net (after tax) monthly income (including salary/wage income, regular overtime, rental, interest, dividends, etc)?

First Applicant/First Director	\$	<input type="text"/>
Second Applicant/Second Director	\$	<input type="text"/>

Expenditure

What is your total monthly expenditure/outgoings (including all credit/loan commitments, rent, household and personal expenditure, etc)?

First Applicant/First Director	\$	<input type="text"/>
Second Applicant/Second Director	\$	<input type="text"/>

Part B

Financial Statements

Provide the following information from the latest end of financial year Financial Statements, as prepared by your accountant/ taxation adviser.

Financial year ending that this information refers to	<input type="text"/> / <input type="text"/> / <input type="text"/>
Total Income/Revenue/Sales	\$ <input type="text"/>
Total Net Profit (Loss) before Tax	\$ <input type="text"/>

Part C

Where there is more than one person providing details, complete on a combined basis or attach supplementary information to this page.

Assets

Residential/Investment Property.....	\$ <input type="text"/>
Cash/Shares/Investments.....	\$ <input type="text"/>
Other Assets (e.g. motor vehicles, etc)	\$ <input type="text"/>
Total Assets	\$ <input type="text"/>

Liabilities

Mortgage(s) outstanding.....	\$ <input type="text"/>
Other loans/borrowings	\$ <input type="text"/>
Credit cards	\$ <input type="text"/>
Total Liabilities	\$ <input type="text"/>

Section E Tax File Number

Tax File Number ('TFN')

The collection and use of TFNs is strictly regulated by the tax laws and the Privacy Act. You are not required by law to provide your TFN, however, if you do not provide it, tax may be deducted from your dividends and distributions at the highest marginal tax rate. If you require further information on the use and collection of TFNs, contact your tax adviser or the Australian Taxation Office.

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

Name of first applicant	<input type="text"/>	Tax file number	<input type="text"/>
Name of second applicant	<input type="text"/>	Tax file number	<input type="text"/>
Name of company/trust applicant	<input type="text"/>	Tax file number	<input type="text"/>

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

I am a non-resident for Australian taxation purposes.

Section F Power of Attorney

This power of attorney is given by each Client and Guarantor (each of whom is called 'Principal').

1. The Principal appoints each employee of National Australia Bank Limited ABN 12 004 044 937 ('NAB') and any related body corporate of NAB (as defined by the Corporations Act), whose title is or includes the word 'Manager' ('Attorneys') jointly and each of them severally to be the Principal's attorneys.
2. The Attorneys may do in the name of the Principal and on the Principal's behalf everything necessary or expedient to:
 - (a) execute and deliver any NAB 100% Investment Loan Facility Terms between NAB, NMS Nominees Pty Ltd ABN 62 088 233 792 and the Principal as a client, or if the Principal is a Guarantor, as a Guarantor; and
 - (b) complete blanks and make amendments, alterations and additions to the documents described in (a) considered necessary or desirable by the Attorneys (including, without limitation, changes to parties); and
 - (c) execute and deliver any other documents or do any other acts which are referred to in the documents described in (a) or which are ancillary or related to them or the transactions contemplated by them, in the absolute discretion of the Attorneys; and
 - (d) appoint one or more substitute attorneys to exercise, or delegate to one or more sub-attorneys the power to exercise, one or more of the powers given to the Attorneys, and to revoke any of those appointments, and in this power of attorney, 'Attorneys' includes a substitute attorney and sub-attorney appointed under this clause; and
 - (e) stamp and register this power of attorney.
3. The Attorneys may do any of these things despite the fact that a document they execute in the exercise of their powers itself contains a power of attorney or appointment of an attorney or agent for any purpose whatsoever.
4. The Principal declares that all acts, matters and things done by the Attorneys in exercising powers under this power of attorney will be as good and valid as if they had been done by the Principal and agrees to ratify and confirm whatever the Attorneys do in exercising powers under this power of attorney.
5. The Principal indemnifies each of the Attorneys against liability, loss, costs, charges or expenses arising from the exercise of powers under this power of attorney.
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 G Part A – Business Purpose Declaration

Individual/Joint Applicants only

I/We declare that the credit to be provided to me/us by National Australia Bank Limited is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

IMPORTANT

You should **not** sign this declaration unless this loan is wholly or predominantly for business or investment purposes. By signing this declaration you may **lose** your protection under the Consumer Credit Code.

Signature – first applicant	<input type="text"/>	Signature – second applicant	<input type="text"/>
Full name (BLOCK LETTERS)	<input type="text"/>	Full name (BLOCK LETTERS)	<input type="text"/>
Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Date	<input type="text"/> / <input type="text"/> / <input type="text"/>

Section G Part B – Acknowledgment and Signature

I/We apply for a 100% Investment Loan Facility with National Australia Bank Limited ('NAB') and NMS Nominees Pty Ltd ('Nominees'). By executing this Application, I/we, the *client*, grant the power of attorney contained in this Application as Principal authorising each Attorney, among other things, to execute the Facility Terms. I/we acknowledge having read and understood the Facility Terms and the Product Disclosure Statement for the *cash management account* and the Risk Disclosure Statement.

By executing this Application:

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

I/We consent to:

- NAB providing information to third parties as contemplated by clause 43.1 of the Facility Terms.
- NAB giving to an existing *guarantor* or a potential *guarantor*, information or a credit report containing information about me/us, for the purpose of that potential *guarantor* deciding whether to act as guarantor, and keeping the existing *guarantor* informed about the *facility*. This information may include anything about my/our creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act or must disclose under the Code of Banking Practice and includes a credit report.
- NAB giving information about me/us to a credit reporting agency to seek access to a consumer credit report containing information about me/us, for the purpose of assessing my/our application for commercial credit. This information is limited to:
 - identity particulars (my/our name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's licence number); and
 - my/our application for credit or commercial credit and the fact that I/we have applied for credit and the amount.
- Nominees and NAB providing other organisations within the National Australia Group with my/our details and with financial information about me/us for the purposes of management of the provision of Nominees and NAB of services to me/us.

I/We acknowledge that:

- I/We have not been given or relied upon any legal or tax advice from NAB, or advice from NAB as to the suitability of this product for me/us.
- I/We have not been given or relied upon any financial advice or recommendation about any specific *investment* from NAB, except as part of a full written financial plan prepared by NAB.
- NAB has recommended to me/us that I/we seek independent legal, tax and financial advice on the suitability of this product for me/us.
- **Nominees is a related body corporate of NAB. Nominees is not an Authorised Deposit Taking Institution and its obligations do not represent deposits or other liabilities of NAB. NAB does not guarantee the obligations or performance of Nominees or the products or services it offers.**

Signed, Sealed and Delivered by the Applicant

Individual/Joint Applicants

Signature – first applicant

Signature – second applicant

Full name (BLOCK LETTERS)

Full name (BLOCK LETTERS)

Date

Date

Company Applicant

Executed by

*Name of Company

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

Signature of authorised person

Signature of authorised person

Full name (BLOCK LETTERS)

Full name (BLOCK LETTERS)

Office held

Office held

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

(Director or Secretary)

Date

Date

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

Additional Instructions

Attachments

- | | Page |
|--|-----------|
| 1. Authorised Representative (must reside in Australia) | 10 |
| <ul style="list-style-type: none">• Company applicants or individual applicants residing overseas must appoint at least one person who will be the contact person and operate the Facility on behalf of the applicant.• Individual/joint applicants may wish to appoint an <i>authorised representative</i> to operate the Facility on their behalf.• A Financial Adviser/Broker may be appointed an <i>authorised representative</i>. | |
| 2. Additional Financial Adviser/Broker details | 11 |
| <ul style="list-style-type: none">• Please complete if more than one Financial Adviser and/or Broker is being nominated. | |
| 3. Guarantor(s) | |
| <ul style="list-style-type: none">• If you are intending to lodge security that is in the name of a third party, that third party must agree to provide a guarantee, by completing this attachment.• If the borrower is a company, all directors must become guarantors, by completing this attachment. | 12 |

Attachment 1

Authorised Representative(s)

Note: Individual applicants residing overseas and all company applicants must appoint at least one *authorised representative* and that person(s) must reside in Australia.

National Australia Bank Limited, NMS Nominees Pty Ltd and their related entities ('we') are each authorised to act on the instructions of the person(s) nominated in this section as your *authorised representative(s)*. *Authorised representatives* are able to do anything that you can do under the *facility* including increasing the *facility limit* and buying and selling *investments*. This authorisation will remain in place until you provide NAB with a written request to terminate their appointment. If more than one person is nominated, we may act on the instructions of any of them unless otherwise advised.

You confirm that the *authorised representative(s)* have read the Facility Terms and the Product Disclosure Statement for the *cash management account*.

First authorised representative

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

Residential address
Postcode

Postal address – if different to residential
Postcode

Occupation
Relationship to applicant

Contact details

Home telephone number ()	Home facsimile number ()	Mobile
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Email address	Work telephone number ()	Work facsimile number ()
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†Signature – first *authorised representative*

†By signing this attachment, the *authorised representative* agrees to be the *authorised representative* of the applicant(s) for the purpose contemplated by this Application and acknowledges receiving NAB's Privacy Notification.

Signature – first applicant	Signature – second applicant
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Second authorised representative

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

Residential address
Postcode

Postal address – if different to residential
Postcode

Occupation
Relationship to applicant

Contact details

Home telephone number ()	Home facsimile number ()	Mobile
------------------------------	------------------------------	--------

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

†Signature – second *authorised representative*

†By signing this attachment, the *authorised representative* agrees to be the *authorised representative* of the applicant(s) for the purpose contemplated by this Application and acknowledges receiving NAB's Privacy Notification.

Signature – first applicant	Signature – second applicant
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Attachment 2

Additional Financial Adviser/Broker details

Financial Adviser details

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

Adviser name Wealth Focus Pty Ltd	Licensed dealer group (if applicable) Wealth Focus Pty Ltd
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Company name
Wealth Focus Pty Ltd

Address
PO Box 760, Manly, NSW 1655

Work telephone number (1300 55 98 69	Work facsimile number (1300 55 98 70	Mobile
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Email address	Trading account number (if applicable)
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Australian Financial Services Licence number
314872

Do you permit your financial adviser to receive a periodic statement of your *facility*? Yes No

Broker details

You authorise the broker whose name appears below to request us to provide funds or *investments* (in accordance with clause 41.2 of the Facility Terms) to enable us to settle transactions undertaken by them on your behalf.

Broker name

Company name

Address

Work telephone number ()	Work facsimile number ()	Mobile
------------------------------	------------------------------	--------

Email address	Trading account number (if applicable)
---------------	--

Australian Financial Services Licence number

Do you permit your broker to receive a periodic statement of your *facility*? Yes No

Attachment 3

Guarantor(s)

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

Warning Please Read!

This attachment contains a guarantee and indemnity.

- You should seek independent legal and financial advice on the effect of this guarantee and indemnity before you agree to sign it.
- You can refuse to sign this guarantee and indemnity.
- There are financial risks involved in signing this guarantee and indemnity (for example, it may become necessary for you to sell your assets so that you can pay us).
- You have the right to limit your liability under this guarantee and indemnity in accordance with the Code of Banking Practice (if it applies to this guarantee and indemnity) and as allowed by law.
- You can request information about the credit contract or other facility or financial obligations to be guaranteed (including any existing credit contract, facility or financial obligation with us to be refinanced by the new credit contract, facility or financial obligation).
- This guarantee and indemnity applies in relation to a future credit contract or other facility or financial obligation to the extent it is within a limit previously agreed by you in writing. Otherwise this guarantee and indemnity only applies to a future credit contract or other facility or financial obligation if we give you a copy of the relevant contract document and subsequently obtain your written acceptance of the extension of the guarantee and indemnity in this regard.

The Guarantee and Indemnity is an important document.

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

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

Part A – Guarantor details

First guarantor

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

Residential address

Postcode

Postal address – if different to residential

Postcode

Contact details

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

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

Second guarantor

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

Residential address

Postcode

Postal address – if different to residential

Postcode

Contact details

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

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

Company guarantor

Company name

ABN

Registered address

Postcode

Postal address – if different to registered

Postcode

Full name(s) of Directors

Full name of Secretary

Contact details

Name of contact person

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

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

Part B.1 – Guarantor Acknowledgment and Execution

I/We agree that National Australia Bank Limited (NAB) may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for the NAB 100% Investment Loan Facility applied for by, or provided to, the applicant.

I/We acknowledge that:

- I/We have not been given or relied upon any legal or tax advice from NAB, or advice from NAB as to the suitability of this product for the applicant or me/us.
- I/We have not been given or relied upon any financial advice or recommendation about any specific *investment* from NAB, except as part of a full written financial plan prepared by NAB.
- NAB has recommended to me/us that I/we seek independent legal, tax and financial advice before agreeing to give the guarantee and indemnity in the *Facility Terms*.

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

BEFORE YOU SIGN, RETURN THIS APPLICATION FORM TO US (AFTER COMPLETING PART A 'GUARANTOR DETAILS' AND PART B.2 'DIRECTOR GUARANTORS' (if applicable) BUT BEFORE COMPLETING PART B.1, PART C AND PART D).

WE WILL SEND THIS APPLICATION FORM BACK TO YOU TO COMPLETE AND SIGN, ALONG WITH FURTHER INFORMATION THAT WE ARE REQUIRED TO PROVIDE TO YOU BEFORE WE TAKE A GUARANTEE FROM YOU.

IMPORTANT BEFORE YOU SIGN

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

THINGS YOU MUST KNOW

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

Signed, Sealed and Delivered by the Guarantor

Individual/Joint Guarantors

Signature – first guarantor

Full name (BLOCK LETTERS)

Date

 / /

Signature – second guarantor

Full name (BLOCK LETTERS)

Date

 / /

Company Guarantor

Executed by

*Name of company

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

Signature of authorised person

Full name (BLOCK LETTERS)

Office held

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

Date

 / /

Signature of authorised person

Full name (BLOCK LETTERS)

Office held

(Director or Secretary)

Date

 / /

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

Part B.2 – Director Guarantors

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

- you have the right to receive the documents described below in this part B.2 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 signing and dating the statement 'I DO NOT WISH TO RECEIVE ANY OF THE DOCUMENTS LISTED BELOW'. 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? |
|---|--|
| 1. Copies of any related credit contract together with a list of any related security contracts. The list will include a description of the type of each related security contract and of the property subject to, or proposed to be subject to, the security contract (to the extent to which that property is ascertainable). | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. A copy of each related security contract referred to in 1. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. The final letter of offer provided to the debtor by us together with details of any conditions in an earlier version of that letter of offer that were satisfied before the final letter of offer was issued. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Any related credit report from a credit reporting agency. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. If we possess any, any current contract for insurance of any of the following kinds in connection with a credit contract: <ul style="list-style-type: none"> • insurance over mortgaged property; • consumer credit insurance; • insurance that is a 'credit related insurance contract' for the purposes of section 132(1)(c) of the Uniform Consumer Credit Code. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Any financial accounts or statement of financial position given to us by the debtor for the purposes of the <i>facility</i> within 2 years prior to the day we provide you with this information. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. The latest statement of account relating to the <i>facility</i> (and any other statement of account for a period during which a notice of demand was made by us, or a dishonour occurred, in relation to any facility the debtor has had with us and which event occurred within the previous 12 months (or the previous 2 years from 1 July 2005)). | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. Any unsatisfied notice of demand made by us on the debtor in relation to the <i>facility</i> where the notice was given within 2 years prior to the day we provide you with the information. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Signed

Date

 / /

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

Signed

Date

 / /

Part C – Guarantor’s Witness Execution

Use a separate section for each guarantor

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

First Guarantor

Certificate from guarantor’s solicitor

I certify that:

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

Solicitor’s signature

Date

Name of firm and address

Postcode

Second Guarantor

Certificate from guarantor’s solicitor

I certify that:

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

Solicitor’s signature

Date

Name of firm and address

Postcode

Wealth Focus Pty Ltd

PO Box 760 Manly, NSW 1655

Tel 1300 55 98 69

AFSL 314872

Signature section for individuals

Name of guarantor

Statutory warning: A Person who guarantees the liability of a person who is under 18 years of age when the liability was incurred may not be entitled to an indemnity from the person who incurred the liability.

Signed, sealed and delivered as a deed by the guarantor in the presence of the guarantor’s solicitor.

Guarantor’s signature

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

Solicitor’s signature as witness

Full name (BLOCK LETTERS)

Date

Signature section for individuals

Name of guarantor

Statutory warning: A Person who guarantees the liability of a person who is under 18 years of age when the liability was incurred may not be entitled to an indemnity from the person who incurred the liability.

Signed, sealed and delivered as a deed by the guarantor in the presence of the guarantor’s solicitor.

Guarantor’s signature

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

Solicitor’s signature as witness

Full name (BLOCK LETTERS)

Date

Part D – Guarantor’s Tax File Number Notification

Tax File Number ('TFN')

The collection and use of TFNs is strictly regulated by the tax laws and the Privacy Act. You are not required by law to provide your TFN, however, if you do not provide it, tax may be deducted from your dividends and distributions at the highest marginal tax rate. If you require further information on the use and collection of TFNs, contact your tax adviser or the Australian Taxation Office.

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

Name of first Guarantor

Tax file number

Name of second Guarantor

Tax file number

Name of company Guarantor

Tax file number

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

I am a non-resident for Australian taxation purposes.