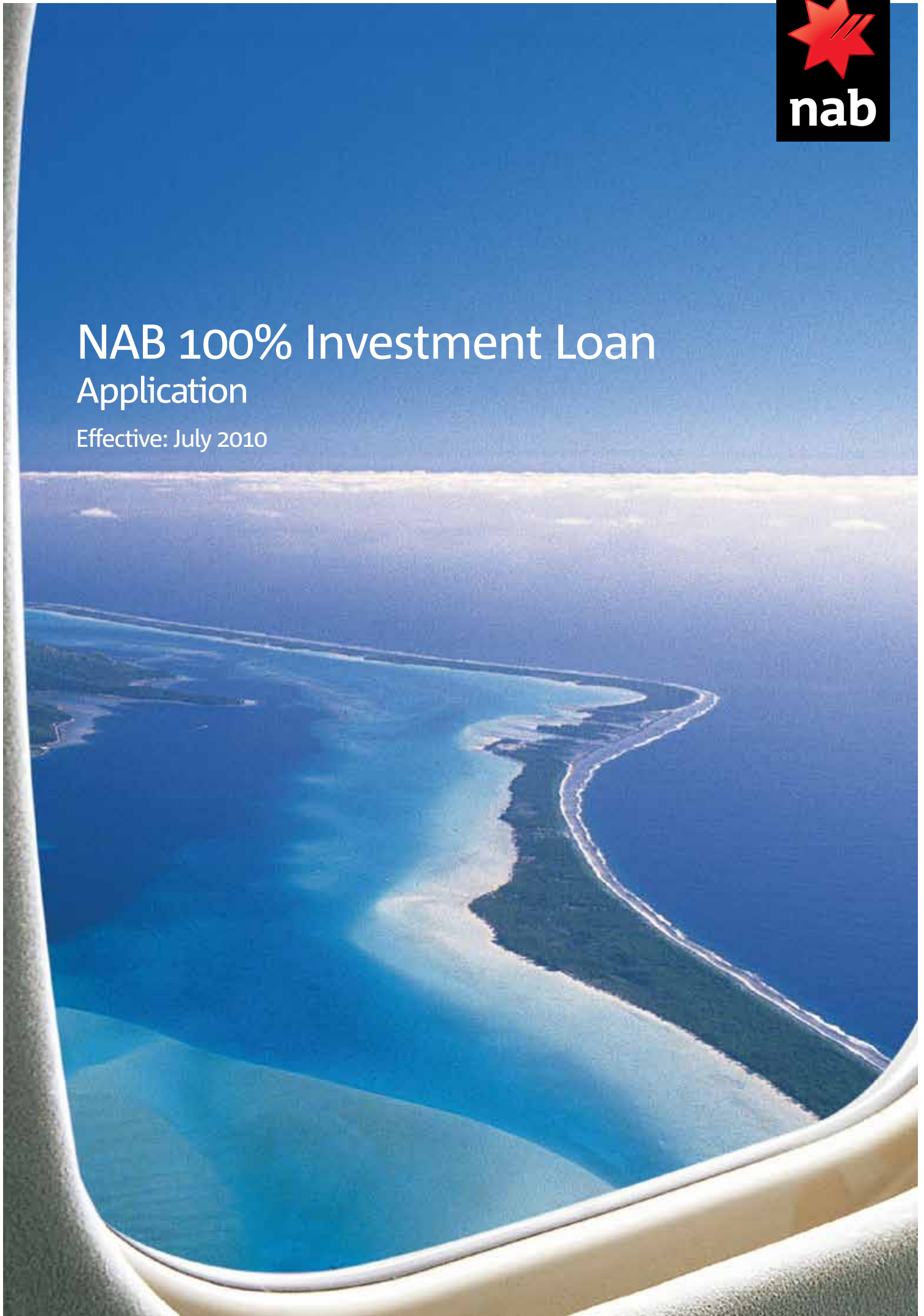




# NAB 100% Investment Loan Application

Effective: July 2010



## 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 your client has read and understood the Facility Terms and the Product Disclosure Statement for the *cash management account*. They should also read and understand the Risk Disclosure Statement in this Application.

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

Please also read the Investment Loan Term Sheet for the relevant investment.

Please note that all applications are subject to approval.

Use the Application checklist below to ensure you have provided us with all the essential information.

### A – Mandatory

If your client is: (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"/> E <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 2	<input type="checkbox"/> E <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"/> E	<input type="checkbox"/> Attachment 3 Parts B 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"/> E	<input type="checkbox"/> Attachment 3 Parts B 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"/> E <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 B	<input type="checkbox"/> N/A	<input type="checkbox"/> \$150
<input type="checkbox"/> All Applicants with a Financial Adviser		<input type="checkbox"/> C		

All applicants and guarantors must read and complete Section E.

### B – Additional Instructions

If your client is: (please tick)	Sections/forms to complete (please tick)
<input type="checkbox"/> An applicant providing us with their Tax File Number	<input type="checkbox"/> E
<input type="checkbox"/> A new client to NAB	<input type="checkbox"/> Attachment 1
<input type="checkbox"/> Authorising another person to operate the Facility on their behalf	<input type="checkbox"/> Attachment 2
<input type="checkbox"/> Providing third party security	<input type="checkbox"/> Attachment 3
<input type="checkbox"/> A Guarantor providing us with their Tax File Number	<input type="checkbox"/> Attachment 3 – Part 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 from your client's *account*. This fee is refundable in the event your client's application is not accepted by us.

### Where to send completed Applications

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

**NAB Equity Lending**  
**GPO Box 5350**  
**Melbourne VIC 3001**

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

**MANDATORY to complete for all Applicants.**

**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

Does either applicant have any of the following Packages?

- NAB Choice Package  
 NAB Private Tailored Package  
 NAB Portfolio Package

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

Yes – provide employee number   No

Is either applicant an existing NAB client?

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 2)

\_\_\_\_\_

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**

**MANDATORY to complete for all Applicants.**

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**

For interest rate options applicable to the investment offer you are applying for, please refer to the relevant Investment Term Sheet.

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

**Variable Rate** ..... \$ \_\_\_\_\_

**Fixed Interest Rate Monthly in Arrears** ..... \$ \_\_\_\_\_

Fixed interest rate loan term

1 year  2 years  3 years  4 years  5 years

**Fixed Interest Rate Annually in Advance** ..... \$ \_\_\_\_\_

Fixed interest rate loan term

1 year  2 years  3 years  4 years  5 years

**Special Fixed Rate** ..... \$ \_\_\_\_\_

\*Specific to certain investments and as indicated in the 100% Investment Loan Term Sheet for that investment.

## 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 section. Request and Authority to debit the account named 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.

### 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 Fees and Commissions

**MANDATORY to complete if you have a Financial Adviser.**

### PART A: Financial Adviser details

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

Adviser name

Company name

Licensed dealer group (if applicable)

Address

Postcode 1655

### Contact number

Work telephone number

Work facsimile number

Mobile

Adviser Stamp

Email address

Do you permit your financial adviser to receive a periodic statement of your *facility*?

Yes

No

### Adviser Declaration

In respect of the applicant/s whose signature/s appear in Section G (Acknowledgment and Signature), I declare that I have met all Dealer Standard requirements, including collection of personal and financial details, assessment of debt servicing capacity and preparation of a detailed financial plan.

If I have indicated below that trail commission will be rebated, I agree and understand that I will receive no trail commission on this Investment Loan.

### Ongoing Trail Commission

The standard trail commission on this investment loan is 0.55% p.a. (including G.S.T.).

Do you want to rebate trail commission on this loan? Yes

If yes, please note that this will result in a lower interest rate payable on the loan.

Adviser signature

Adviser full name (BLOCK LETTERS)

Date

Australian Financial Services Licence number

**PART B: Fees and commission details**

**Loan Establishment Fee**

If you wish to pay your adviser an amount of upfront fees for work they have performed for you, then you can elect that NAB charge you a Loan Establishment Fee (no GST applicable) as a percentage of your investment loan (subject to a maximum of 2%) to cover those adviser fees.

If you make that election, the Loan Establishment Fee will be direct debited from the same nominated bank account as your interest at the same time as your first interest payment. As a result, it is necessary that you have sufficient cash available in this account to cover both your interest payment and the Loan Establishment Fee.

NAB will then pay your adviser the full amount of the Loan Establishment Fee that you have elected in payment of the adviser's fee. The Loan Establishment Fee will be paid in addition to the Contribution Amount on the Approved Investment.

If you elect not to pay your adviser's upfront fees by way of the Loan Establishment Fee, then you will not be required to pay any Loan Establishment Fee. Please use the table below to confirm the details of any Loan Establishment Fee that you elect to pay.

Will a Loan Establishment Fee be paid? Yes  No

Loan Establishment Fee amount (subject to a maximum of 2%)  %

Please sign below to acknowledge and authorise NAB to charge the Loan Establishment Fee.

Signature – first applicant

Date

/  /

Signature – second applicant

Date

/  /

**Section D Statement of Position**

**MANDATORY to complete if you are:**

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

**Income and asset verification may be required. Please refer to the relevant Investment Loan Term Sheet.**

**Examples of verification include:**

Asset verification	Income verification
<ul style="list-style-type: none"> <li>• a letter from your accountant or financial adviser confirming your assets; or</li> </ul>	<ul style="list-style-type: none"> <li>• a letter from your accountant or financial adviser confirming your income; or</li> </ul>
<ul style="list-style-type: none"> <li>• a rates notice showing the local council's valuation for each property owned; or</li> </ul>	<ul style="list-style-type: none"> <li>• your last two payslips; or</li> </ul>
<ul style="list-style-type: none"> <li>• a copy of account statements confirming deposits and/or net holdings; or</li> </ul>	<ul style="list-style-type: none"> <li>• your previous year's group certificate(s) or tax return; or</li> </ul>
<ul style="list-style-type: none"> <li>• a managed fund statement.</li> </ul>	<ul style="list-style-type: none"> <li>• a declaration from your employer confirming your income.</li> </ul>

**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 ..... \$

Second Applicant/Second Director ..... \$

**Expenditure**

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

First Applicant/First Director ..... \$

Second Applicant/Second Director ..... \$

**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 .....  /  /

Total Income/Revenue/Sales ..... \$

**Total Net Profit (Loss) before Tax** ..... \$

**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..... \$

Cash/Shares/Investments..... \$   
(not including superannuation\*)

Other Assets (e.g. motor vehicles etc)..... \$

**Total Assets**..... \$

**Liabilities**

Mortgage(s) outstanding..... \$

Investment loans..... \$   
(eg. investment properties etc)

Other loans/borrowings ..... \$

Credit cards..... \$

**Total Liabilities** ..... \$

\*Superannuation is not taken into account when assessing the asset position of an Applicant.

## Section E 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 National Margin Services Pty Ltd as your agent to provide your TFN details as provided to investment bodies in connection with the *facility*. To avoid doubt this authority extends to the provision of your TFN to the relevant investment body for further *investments* in connection with the *facility*. This authority is to apply until such time as it is revoked in writing to us.

Name of first applicant

Tax File Number

Name of second applicant

Tax File Number

Name of company/trust applicant

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

## 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 the 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.

Wealth Focus Pty Ltd  
PO Box 760, Manly  
NSW 1655  
AFSL: 314872  
Tel: 1300 559 869

## Section G Declarations

**MANDATORY to complete for all Applicants.**

### Part A: Business Purpose Declaration

#### Individual/Joint Applications 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

X

Signature – second applicant

X

Full name (BLOCK LETTERS)

Full name (BLOCK LETTERS)

Date

/ /

Date

/ /

### 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

X

Signature – second applicant

X

Full name (BLOCK LETTERS)

Full name (BLOCK LETTERS)

Date

/ /

Date

/ /

Wealth Focus Pty Ltd  
PO Box 760, Manly  
NSW 1655  
AFSL: 314872  
Tel: 1300 559 869

## 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

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. Client Identification Form

11

Complete this form for any applicant, guarantor or nominated authorised representative who is not an existing NAB client.

#### 2. Authorised Representative (must reside in Australia)

13

Complete this form if your client is:

- authorising another person to operate the Facility on their behalf; or
- a Company Applicant.

Please note:

- 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.
- Your client can appoint you (i.e. their financial adviser) to be an authorised representative.

#### 3. Guarantor(s)

14

Complete if your client is:

- a Director of a Company Applicant; or
- a Guarantor; or
- a Company Guarantor; or
- providing third party security; or
- a Guarantor providing us with their Tax File Number.

Please note:

- If your client is 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.

Wealth Focus Pty Ltd  
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NSW 1655  
AFSL: 314872  
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## Attachment 1

### Client Identification Form

Applicant name

**Adviser/Broker to complete ONE Client Identification Form FOR EACH Applicant, Guarantor or any nominated Authorised Representative who is not an existing NAB client and who will be a party to this Facility**

### Individual details

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

Full Name

Date of Birth

Residential address

**If sole trader complete the following:**

Business Name

ABN

Principal Place of Business

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

### Identification Document Details

**1st Document Type:** (e.g. Australian Passport) – **From Table A** (see overleaf)

**2nd Document Type** (e.g. Medicare Card) – **From Table A or B** (see overleaf)

### Adviser/Broker details

I have attached a certified copy of the original identification documents, and verify that the above is true and correct.

**Identification verified by:**

Adviser/Broker Signature

Adviser/Broker Name

Date Verified

Adviser/Broker Company Name

Adviser/Broker ID (if applicable)

**Refer overleaf for a list of approved certifiers.**

## Accepted Documents

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

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

**Table A: Primary Identification**

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

**Table B: Secondary Identification**

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

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

## Approved Certifiers

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

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

## Certified Copy Requirements

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

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

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

## Attachment 2

### Authorised Representative(s)

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
<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

Occupation  Relationship to applicant

#### Contact details

Home telephone number  Home facsimile number  Mobile

Email address  Work telephone number  Work facsimile number

†Signature – first authorised representative  
 X

†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  X

Signature – second applicant  X

#### Second authorised representative

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

Residential address  
 Postcode

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  
 X

†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  X

Signature – second applicant  X

## Attachment 3

### Guarantor(s)

**MANDATORY 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.

If your client is: (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"/> All directors of a Company Applicant	<input type="checkbox"/> Attachment 3 Part A	<input type="checkbox"/> Attachment 3 Parts B and C	<input type="checkbox"/> Section D (Statement of Position)	<input type="checkbox"/> N/A
<input type="checkbox"/> A Guarantor(s)	<input type="checkbox"/> Attachment 3 Part A	<input type="checkbox"/> Attachment 3 Parts B and C	<input type="checkbox"/> Section D (Statement of Position)	<input type="checkbox"/> N/A
<input type="checkbox"/> A Company Guarantor(s)	<input type="checkbox"/> Attachment 3 Part A	<input type="checkbox"/> Attachment 3 Part B	<input type="checkbox"/> Section D (Statement of Position)	<input type="checkbox"/> \$150

## Part A – Guarantor details

### MANDATORY to complete if you are:

- a Director of a Company Applicant; or
- a Guarantor; or
- a Company Guarantor.

#### First Guarantor/Director

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/Director

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

Email address

Work telephone number

Work facsimile number

## Part B – Guarantor Acknowledgment and Execution

### MANDATORY to complete if you are:

- a Director of a Company Applicant; or
- a Guarantor; or
- a Company Guarantor.

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/Directors

Signature – first guarantor

X

Full name (BLOCK LETTERS)

Date

/ /

Signature – second guarantor

X

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

X

Full name (BLOCK LETTERS)

Office held

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

Date

/ /

Signature of authorised person

X

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 C – Guarantor's Witness Execution

**MANDATORY to complete if you are:**

- a Director of a Company; or
- a Guarantor.

Use a separate section for each guarantor

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

### First Guarantor

Guarantor's solicitor to certify below

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

X

Date

/ /

Name of firm and address

Postcode

### Signature section for individuals

Name of guarantor

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

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

Guarantor's signature

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

Solicitor's signature as witness

Full name (BLOCK LETTERS)

Date

### Second Guarantor

#### Guarantor's solicitor to certify below

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

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

Postcode

### Signature section for individuals

Name of guarantor

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

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

Guarantor's signature

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

Solicitor's signature as witness

Full name (BLOCK LETTERS)

Date

**Part D – Guarantor Tax File Number Notification**

**Complete if you are a Guarantor providing us with your 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, NMS Nominees Pty Ltd and National Margin Services Pty Ltd as your agent to provide your TFN details as provided to investment bodies in connection with the *facility*. To avoid doubt this authority extends to the provision of your TFN to the relevant investment body for further *investments* in connection with the *facility*. This authority is to apply until such time as it is revoked in writing to us.

Name of First Guarantor

Tax File Number

Name of Second Guarantor

Tax File Number

Name of Company Guarantor

Tax File Number

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

I am a non-resident for Australian taxation purposes

## How to apply?

Please forward your completed Application together with the Investment Application form(s) and any other relevant documentation to:

**NAB Equity Lending**  
**GPO Box 5350,**  
**Melbourne VIC 3001**

## Want more information?

Just call

**1800 652 669**

8.30am – 5.30pm EST, Monday to Friday

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

or visit us at [wholesale.nabgroup.com](http://wholesale.nabgroup.com)