



# NAB Super Lever

Application for new guarantors

## Risk Disclosure Statement

You are considering becoming a guarantor in relation to a margin-lending facility. If you do that, you will unconditionally and irrevocably guarantee to us all of the monetary and other obligations of the client under the facility. Before you agree to do that, you should be aware of the risks associated with guaranteeing monies borrowed on the security of stocks and managed fund investments. To assist you in this, we set out below the relevant parts of the Risk Disclosure Statement which we provided to the client at the time they applied for the facility.

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

**You should also carefully consider the NAB Super Lever Guarantee Terms, as they contain important information regarding the terms and conditions that will apply to the NAB Super Lever Guarantee and will help you understand this Risk Disclosure Statement.**

Terms that are defined in the NAB Super Lever Facility Terms and Guarantee Terms have the same meaning in this statement.

We also strongly recommend that you obtain legal and financial advice on the effect of the guarantee.

1. Borrowing on the security of stocks or managed fund investments exposes the client to the volatility of the share market and the determination by us of the value of the stocks and managed fund investments. If there is a decrease in the value of stocks or managed fund investments that the client has borrowed against, the client's and your financial position may be significantly affected.

We may make a margin call if a fall in the value of stocks or managed fund investments in the client's portfolio causes the current LVR to be equal to or greater than the margin call LVR at that time.

It is important to note that stocks or managed fund investments other than approved stocks and approved managed fund investments acquired through NAB Super Lever will have a security ratio of zero.

If we make a margin call the client may be required to provide additional funds on short notice (in many cases, by 2pm on the business day after the margin call is made).

Unless the client provides us with additional funds so that the current LVR is less than the base LVR by the margin call deadline we may sell some or all of the financed investments to meet the margin call.

2. There may also be circumstances where we require the client to repay all of what they owe us. For example, we may require this if:
  - (a) the client does not satisfy a margin call;
  - (b) any event occurs which, in our opinion, may materially affect the client's ability to meet their obligations under the facility.

A repayment request will not be made on you until after all of the financed investments have been completely sold.

There are other circumstances in which we can ask you to pay us all of what the client owes us. Again, such a request will only occur after all of the financed investments have been sold.

3. In some cases, the value of stocks and managed fund investments that the client has provided as security may not be sufficient to repay the amount that the client owes us. In this situation the client has no further liability. The client's liability is limited to the value of the security that it has provided. We may, however, recover the remainder that the client owes us from you.

### Interpretation

1. Words and expressions have the meanings given in the NAB Super Lever Guarantee Terms and the Facility Terms, unless they are given a different meaning in this deed.

### Accession of New Guarantor

2. The *New Guarantor* agrees to become a guarantor under the Guarantee Terms, and to be bound by the Guarantee Terms as a *guarantor*, from the Effective Date.
3. In particular, but without limiting the generality of clause 2, the *New Guarantor*:
  - (a) unconditionally and irrevocably guarantees the obligations of the client under the facility on the terms of Part 1 of the Guarantee Terms;
  - (b) makes the acknowledgements in clause 7, and the declarations in clause 34, of the Guarantee Terms;
  - (c) agrees to grant a mortgage to National Australia Bank Limited as security for the payment of the *guarantor's* secured liabilities on the terms of Part 2 of the NAB Super Lever Guarantee Terms;
  - (d) appoints National Margin Services Pty Ltd to provide, as the *New Guarantor's* agent, transfers and registration services in respect of CHESS-eligible investments that form part of the secured property, on the terms of Part 4 of the Guarantee Terms; and
  - (e) appoints NMS Nominees Pty Ltd to hold on the *New Guarantor's* behalf secured property on the terms of Part 4 of the Guarantee Terms.

### Further matters

4. The *New Guarantor* agrees to do anything we reasonably require in connection with the *guarantor's secured property* (including obtaining consents, signing and producing documents, producing receipts, getting documents completed and signed and paying any duties, taxes and other imposts) to give this deed the effect it is intended by its language to have.

### Governing law

5. This deed is governed by the law in force in Victoria. Any court cases involving this *guarantee* can be held in the courts of any State or Territory of Australia with jurisdiction. We will give any legal protections available to you in the State or Territory in which you live.

### Effective Date

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

### Definitions

7. Meaning of words in this deed:

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

*New Guarantor* means each person who guarantees the borrower's obligations under the facility by virtue of this Guarantor Accession Deed Poll and, if there is more than one of them, means each of them separately and every two or more of them jointly. It includes lawful assigns and successors.

## How to complete this Application

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

### Electronic identity verification

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

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

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

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

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

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

I confirm I have read this consent statement

Do you want to verify your identity electronically?  Yes  No

### A – Mandatory

- Complete all Sections A, C, D and E
- Signatures required in Sections D and E

### B – Information

- If you are providing stocks and/or managed funds as third-party security, please complete Attachment 1
- If you are new to NAB, please provide ID documents as specified in Section F.

### C – Company Guarantors

- A \$150 Establishment Fee is payable by Company Guarantors

**Note:** All guarantors residing in Tasmania are subject to a State Government charge to complete registration of Power of Attorney. This fee is refundable in the event your application is not accepted by us.

Please forward this completed Application together with a cheque made payable to NAB Equity Lending for any establishment fee to:

NAB Equity Lending  
Reply Paid 5350  
Melbourne VIC 3001

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

**Section A New Guarantor details**

Borrower name

**New Guarantor details**

**First Guarantor**

Title  Mr  Mrs  Ms  Miss  Other

Family name

Given name(s)

Date of birth

<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
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What's your gender?  Female  Male  Non-Binary  Prefer not to say

Occupation

Residential address

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

Postal address (if different from residential)

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

**Citizenship**

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

Are you an Australian citizen?  Yes  No

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

If "Yes", please list below:

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

Are you an Australian resident for tax purposes?  Yes  No

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

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

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

**Contact details**

Home telephone number

Home facsimile number

Mobile

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Work telephone number

Work facsimile number

Email address

<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Nature of your relationship with NAB**

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

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

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

## Your wealth

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

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

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

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

- Australia  Other country(s)

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

## Second Guarantor

Title  Mr  Mrs  Ms  Miss  Other

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

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

Occupation

Residential address

  
 State  Postcode

Postal address (if different from residential)

  
 State  Postcode

## Citizenship

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

Are you an Australian citizen?  Yes  No

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

If "Yes", please list below:

Are you an Australian resident for tax purposes?  Yes  No

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

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

## Contact details

Home telephone number  Home facsimile number  Mobile

Work telephone number  Work facsimile number  Email address

## Nature of your relationship with NAB

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

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

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

## Your wealth

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

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

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

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

- |                                    |   |
|------------------------------------|---|
| <input type="checkbox"/> Australia | <input type="checkbox"/> Other country(s) |
|------------------------------------|---|

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

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## Company Guarantor

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

<hr/> <hr/>	ACN	ABN
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Registered address

<hr/> <hr/>	State	Postcode
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Postal address - if different to registered address

<hr/> <hr/>	State	Postcode
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Full name(s) of Director(s)

<hr/> <hr/>
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Full name of Secretary

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Is the Company an Australian resident for tax purposes?  Yes  No

Is the company a Financial Institution?  Yes  No

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

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

Yes  No

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

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

Is this company a Foreign Charity or an Active Non-Financial Entity?  Yes  No

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

## Contact details

Name of contact person

Home telephone number

Home facsimile number

Mobile

Work telephone number

Work facsimile number

Email address

## Nature of your relationship with NAB

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

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

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

## Your wealth

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

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

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

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

- |                                    |   |
|------------------------------------|---|
| <input type="checkbox"/> Australia | <input type="checkbox"/> Other country(s) |
|------------------------------------|---|

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

- As defined by Foreign Account Tax Compliance Act (FATCA), a Financial Institution may be any of the following:
  - Custodial Institution – that conducts a substantial business of holding financial assets for others;
  - Depository Institution – a bank or similar business that accepts deposits in the ordinary course of a business;
  - Investment Entity – that conducts (or is managed by an entity that conducts)
    - money market trading,
    - portfolio management, or
    - investing, administering or managing funds or money, as a business on behalf of a customer. Examples include managed funds, professional fund managers;
  - Specified Insurance Company – Issues a cash value insurance contract or annuity; but excludes small passive investment vehicles, such as family trust and personal investment companies, that are not managed by professional trustees or fund managers.
- An Active Non-Financial Entity (NFE) includes those entities that, during the previous reporting period, have derived less than 50% of their gross income from passive income (eg. dividends, interests and royalties) and where less than 50% of their assets produced the passive income. For other types of Active NFEs, refer to Section VIII in the Annexure of the OECD 'Standard for Automatic Exchange of Financial Account Information' ([www.oecd.org](http://www.oecd.org)).



## Section B Power of Attorney

### This power of attorney is given by the New Guarantor (called 'Principal').

1. The Principal appoints each employee of National Australia Bank Limited ABN 12 004 044 937 ('NAB') and any related body corporate of NAB (as defined by the Corporations Act), whose title is or includes the word 'Manager' ('Attorneys') jointly and each of them severally to be the Principal's attorneys.
2. The Attorneys may do in the name of the Principal and on the Principal's behalf everything necessary or expedient to:
  - (a) execute and deliver any NAB Super Lever Facility *New Guarantor* Accession Deed Poll by the Principal as a *New Guarantor*; and
  - (b) complete blanks and make amendments, alterations and additions to the documents described in (a) considered necessary or desirable by the Attorneys (including, without limitation, changes to parties); and
  - (c) execute and deliver any other documents or do any other acts which are referred to in the documents described in (a) or which are ancillary or related to them or the transactions contemplated by them, in the absolute discretion of the Attorneys; and
  - (d) appoint one or more substitute attorneys to exercise, or delegate to one or more sub-attorneys the power to exercise, one or more of the powers given to the Attorneys, and to revoke any of those appointments, and in this power of attorney, 'Attorneys' includes a substitute attorney and sub-attorney appointed under this clause; and
  - (e) execute and deliver any document amending the document described in (a) in any form the Attorneys consider appropriate.
3. The Attorneys may do any of these things despite the fact that a document they execute in the exercise of their powers itself contains a power of attorney or appointment of an attorney or agent for any purpose whatsoever.
4. The Principal declares that all acts, matters and things done by the Attorneys in exercising powers under this power of attorney will be as good and valid as if they had been done by the Principal, and agrees to ratify and confirm whatever the Attorneys do in exercising powers under this power of attorney.
5. The Principal indemnifies each of the Attorneys against liability, loss, costs, charges or expenses arising from the exercise of powers under this power of attorney, except if caused by the fraud, negligence or misconduct of NAB or the Attorney.
6. The Principal declares that a person (including, but not limited to, a firm, body corporate, unincorporated association or authority) who deals with any of the Attorneys in good faith, may accept a written statement signed by any of the Attorneys to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.
7. The Principal declares that the Principal and a person (including, but not limited to, an executor, administrator, successor, substitute or assign) claiming under the Principal are bound by anything the Attorneys do in exercising powers under this power of attorney.
8. The Principal declares that this power of attorney is given for valuable consideration and is given by way of security to secure the performance of obligations owed by the Principal to NAB and is irrevocable for so long as any of those obligations remain undischarged, unless NAB consents to its revocation.
9. The Attorneys are expressly authorised to do any act as a result of which a benefit may be conferred on the Attorneys, NAB, any related body corporate of NAB or any of them.

## Section C New Guarantor Tax File Number Notification

### Tax File Number ('TFN')

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

If you quote your TFN you authorise each of National Australia Bank Limited and National Margin Services Pty Ltd as your agent to provide your TFN details as provided to investment bodies in connection with the Facility. To avoid doubt this authority extends to the provision of your TFN to the relevant investment body for further investments in connection with the Facility. This authority is to apply until such time as it is revoked in writing to us. If you don't have your TFN or Exemption you can provide it to us later.

#### Guarantor 1

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

Name of First New Guarantor

Tax File Number

#### Guarantor 2

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

Name of Second New Guarantor

Tax File Number

#### Company Guarantor

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

Name of New Company Guarantor

Tax File Number

**Section D New Guarantor Acknowledgement and Execution**

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

If you are a **director of a company which is to be the debtor for the facility** other than if you are a sole director guarantor<sup>1</sup> (i.e. you are a 'director guarantor'):

- you have the right to receive the documents described below in this part F under the heading 'Documents for Guarantors' (**'Documents'**);
- these Documents contain important information that may affect your decision to give the Guarantee and indemnity.

However, you may choose not to receive some or all of the Documents. If you do not wish to receive **any** of the Documents, you can make this choice by ticking 'No' next to the question '**Do you wish to receive any of the Documents listed below**' and then signing and dating the statement. If you do not wish to receive **some** of the Documents, you can make this choice by indicating 'No' below against the description of the relevant Documents. If you indicate 'Yes' or do not make a choice we will provide a copy of the relevant Documents to you.

Please complete the following:

**I AM/AM NOT a director guarantor (other than a sole director guarantor).**

Signed

**Do you wish to receive any of the Documents listed below?**

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

Signed

Date

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

**Documents for Guarantors:**

1. Copies of any related credit contract together with a list of any related security contracts. The list will include a description of the type of each related security contract and of the property subject to, or proposed to be subject to, the security contract (to the extent to which that property is ascertainable).
2. A copy of each related security contract referred to in 1.
3. The final letter of offer provided to the debtor by us together with details of any conditions in an earlier version of that letter of offer that were satisfied before the final letter of offer was issued.
4. Any related credit report from a credit reporting agency.
5. If we possess any, any current credit related insurance contract in relation to the *client*.
6. Any financial accounts or statement of financial position given to us by the debtor for the purposes of the *facility* within 2 years prior to the day we provide you with this information.
7. The latest statement of account relating to the *facility* and any other statement of account for a period during which a notice of demand was made by us, in relation to any facility the debtor has had with us within 2 years prior to the day we provide you with the information.
8. Any notice of demand made by us on the debtor in relation to the *facility* and any other facility where the notice was given within 2 years prior to the day we provide you with the information.

**Do you wish to receive the documents?**

- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No

Signed

Date

**As a director guarantor, I DO/DO NOT** (circle appropriate choice) elect not to take the benefit of the waiting period provided for by the Banking Code of Practice which would otherwise allow me to wait until three days after receiving information required by the Banking Code of Practice before I sign the guarantee and indemnity or otherwise accept it.

Signed

Date

## Section E New Guarantor Acknowledgement and Execution

I/We agree that the National Australia Bank Limited may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a New Guarantor for the NAB Super Lever Facility applied for by, or provided to, the client named in Part A.

By executing this Application, I/we, the New Guarantor(s) grant the power of attorney contained in this Application as Principal authorising each Attorney, among other things, to execute the New Guarantor Accession Deed Poll, by which I/we will become bound to the Guarantee Terms. I/We acknowledge having received and read the Guarantee Terms, the Guarantor Accession Deed Poll, and the Risk Disclosure Statement.

I/We acknowledge that:

- NAB does not provide any legal or tax advice about this product, or advice as to the effect of giving the guarantee and mortgage.
- I/We have been appropriately informed of and warned about the risk and possible consequences of providing the guarantee.
- NAB does not provide any financial advice or recommendation about any specific stock or managed fund investment. You should seek separate advice in relation to these matters if needed.
- NAB recommends that I/we seek independent legal, tax and financial advice before agreeing to give the guarantee and indemnity in the Guarantee Terms.

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

### IMPORTANT

#### Before you sign

- Read the guarantee and indemnity and the credit contract or other facility or financial obligation to be guaranteed.
- You should obtain independent legal and financial advice.
- You should make your own enquiries about the creditworthiness, financial position and honesty of the debtor.

#### Things you must know

- Understand that, by signing this guarantee and indemnity, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and our expenses in enforcing the guarantee and indemnity.
- If the debtor does not pay you must pay. This could mean you lose everything including your home.
- You may be able to withdraw from this guarantee and indemnity or limit your liability in accordance with the Banking Code of Practice (if it applies to this guarantee) and as allowed by law. Ask your legal adviser about this before you sign this guarantee and indemnity.
- This guarantee and indemnity applies in relation to the facility, including the facility as varied or increased. Otherwise this guarantee and indemnity only applies to a future credit contract or other facility or financial obligation if we give you a copy of the relevant contract document and subsequently obtain your written acceptance of the extension of the guarantee and indemnity in this regard.
- You can refuse to sign this guarantee.
- There are financial risks involved in signing this *guarantee* (for example, it may become necessary for you to sell your assets so that you can pay us).
- You can request information about the credit contract or other facility or financial obligations to be guaranteed (including any existing credit contract, facility or financial obligation with us to be refinanced by the new credit contract, facility or financial obligation).

### Signed, Sealed and Delivered by the New Guarantor

\*If signing as Director on behalf of a Company, its in accordance with subsection 127(1) of the Corporations Act by authority of its director(s). If the New Guarantor is a proprietary company with a sole director who is also the sole company secretary, that person states that they sign as both the sole director and the sole company secretary. In all other cases, the Application should be signed by two directors or a director and company secretary.

#### New Individual/Joint Guarantors

Signature – First New Guarantor

Full name (BLOCK LETTERS)

Office held (if applying as a Company)

Date

Signature – Second New Guarantor

Full name (BLOCK LETTERS)

Office held (if applying as a Company)

Date

**Section F** New Guarantor's Witness Execution

**Use a separate section for each New Guarantor**

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

**First New Guarantor**

**Certificate from New Guarantor's solicitor**

I certify that:

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

Solicitor's signature

Date

Name of firm and address

State	Postcode

**Signature section for individuals**

Name of New Guarantor

**Statutory warning:** You are not entitled to an indemnity from the person who incurred the liability.

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

New Guarantor's signature

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

Solicitor's signature as witness

Full name (BLOCK LETTERS)

Date

**Second New Guarantor**

**Certificate from New Guarantor's solicitor**

I certify that:

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

Solicitor's signature

Date

Name of firm and address

State	Postcode

**Signature section for individuals**

Name of New Guarantor

**Statutory warning:** You are not entitled to an indemnity from the person who incurred the liability.

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

New Guarantor's signature

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

Solicitor's signature as witness

Full name (BLOCK LETTERS)

Date



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

### Section G Client ID requirements for individuals new to NAB

#### Accepted Documents

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

**One** Primary Photographic document from Table A;

or

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

#### Table A: Primary Photographic Identification

Australian driver's licence containing a photograph of the person

Australian passport (a passport that has expired within the preceding 2 years is acceptable)

Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person

Government issued foreign passport containing a photograph and signature of the person\*

Foreign driver's licence that contains a photograph of the person in whose name it is issued and the individual's date of birth\*

National identity card issued by a foreign government\*

#### Table B: Primary Non-photographic Identification

Australian birth certificate or Australian citizenship certificate (these documents cannot be used together for the purposes of identification)

Pension/Health Care/Seniors health cards – Australian Government issue

#### Table C: Secondary Identification

A document issued by the Australian Taxation Office within the preceding 12 months which contains the individual's name and residential address

A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address)

Letter of reference or equivalent originating from Aboriginal/Torres Strait Islanders Community Leaders

Medicare card issued by the Australian Government

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

#### Approved Certifiers

A **certified** copy means a document that has been certified as a true copy of an original document by 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 eg. 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, eg. **A police officer** etc.

## Transfer Instructions

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

### Section 1 New Guarantor (must be provided)

#### First Guarantor

Title  Mr  Mrs  Ms  Miss  Other

Surname  Given name(s)

#### Second Guarantor

Title  Mr  Mrs  Ms  Miss  Other

Surname  Given name(s)

#### Company Guarantor

Company Name

### Section 2 Transfer existing shares and/or managed funds

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

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

Transfer HIN and all my/our CHESS holdings

or

Transfer securities listed below (if the space is insufficient attach a list) from my existing Sponsoring Participant named above to National Margin Services Pty Ltd (ABN 81 088 33 872)

ASX code	Security name	Quantity
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

#### Issuer-sponsored shares (attach copies of most recent issuer sponsored statements)

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

ASX code	Security name	Quantity	Number (SRN)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Managed funds** (attach copies of most recent unit holder statements)

Transfer managed fund investments listed below to NMS Nominees Pty Ltd (ABN 62 088 233 792)

APIR code	Name of managed fund	Number of units	Investor number

**Signature(s)**

I/We (or acting in capacity as Company Directors or trustee of a Trust) authorise the transfer of shares listed to National Margin Services Pty Ltd, and the managed fund investments to NMS Nominees Pty Ltd as required.

I/we acknowledge that National Margin Services Pty Ltd ('NMS') and NMS Nominees Pty Ltd ('Nominees') are wholly-owned subsidiaries of National Australia Bank Limited ('NAB'). NMS and Nominees are not Authorised Deposit-Taking Institutions and their obligations do not represent deposits or other liabilities of NAB. NAB does not guarantee the obligations or performance of NMS or Nominees or the products or services these subsidiaries offer.

**Note:** If you are transferring your entire share portfolio and HIN to National Margin Services Pty Ltd, by authorising the transfer, your sponsorship agreement with the existing broker/margin lender will cease.

**New Company Guarantor**

Signature – First New Guarantor

Signature – Second New Guarantor

Full name (BLOCK LETTERS)

Full name (BLOCK LETTERS)

Date

Date

**New Company Guarantor**

Executed by

\*Name of Company

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

Signature of authorised person

Signature of authorised person

New Company Guarantor

Full name (BLOCK LETTERS)

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

Office held  
(Director or Secretary)

Date

Date

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

For more information call

**1300 135 145**

8.30am – 5.00pm AEST/AEDT, Monday to Friday

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

or visit [nabmarginlending.com.au](http://nabmarginlending.com.au)



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