

## Appendix D BankSA Margin Lending Third Party Security Provider Application

### Information

This application is to be completed where:

a) joint borrowers are applying for a new BankSA Margin Lending Facility. All borrowers must complete this form as per the checklist below and attach it to their BankSA Margin Lending Application Form.

b) Security for an existing BankSA Margin Lending Facility is being provided by a person who is not the borrower (i.e. a "Third Party Security Provider").

If you have any questions, please contact the Account Management Team on 1300 305 172.

### Third Party Security Provider's Checklist

All third party security providers must:	Tick ( ✓ ) when complete
Read the BankSA Margin Lending Facility Agreement and satisfy yourself that you fully understand the implications of being a Third Party Security Provider for a Margin Lending Facility before you complete the relevant sections of this application.	<input type="checkbox"/>
Complete and attach relevant security transfer forms found within the application booklet. They can also be downloaded from <a href="http://www.banksamarginlending.com.au">www.banksamarginlending.com.au</a>	<input type="checkbox"/>
Tasmanian residents must have this Third Party Security Provider application registered with the Land Titles Office, located at Level 1, 134 Macquarie Street, Hobart, TAS, 7000.	<input type="checkbox"/>
<b>In the case of joint borrowers, both borrowers must complete:</b>	
<b>Section 1</b> – Borrower Details.	<input type="checkbox"/>
<b>Section 2</b> – Title, Surname and Given name(s) only should be completed for each borrower. No further details in this section are required as they have been captured on your Loan Application Form	<input type="checkbox"/>
<b>Section 3</b> – Read and satisfy yourself that you fully understand the Power of Attorney.	<input type="checkbox"/>
<b>Section 4</b> – Declaration and Signing Section.	<input type="checkbox"/>
<b>All other third party security providers (ie you are not a borrower on this loan), must complete:</b>	
<b>Section 1</b> – Borrower Details	<input type="checkbox"/>
<b>Section 2</b> – Third Party Security provider Details	<input type="checkbox"/>
<b>Section 3</b> – Read and satisfy yourself that you fully understand the Power of Attorney.	<input type="checkbox"/>
<b>Section 4</b> – Declaration and Signing Section.	<input type="checkbox"/>

#### IMPORTANT NOTES

- You should seek independent legal and financial advice on the effect of being a third party security provider before you sign this form.
- There are financial risks involved in signing this form (for example, there is the risk of losing any property that you provide as security for the facility).

**Please send the completed form and photocopies of relevant required identification to:**  
**BankSA Margin Lending**  
**Reply Paid 1467**  
**Royal Exchange NSW 1224**

**Section 1 Borrower Details**Name of borrower(s) – *If the Borrower is a Trust or Company please specify the Company or Trust name*Borrower's Client Reference Number (*if known*)**Section 2 Third Party Security Provider Details (Individual)****First Individual Third Party Security Provider**

Title

Surname

Given name(s) in full

Date of birth

Residential address (*PO Box not accepted*)

Street

Suburb

State

Postcode

Country

Mailing address – *Write "as above" if the same as your residential address*

Street

Suburb

State

Postcode

Country

Daytime contact number

Email address

Holder Identification Number (HIN), if known. If HIN not known we will insert later on your behalf.

**Second Individual Third Party Security Provider**

Title

Surname

Given name(s) in full

Date of birth

Residential address (*PO Box not accepted*)

Street

Suburb

State

Postcode

Country

Mailing address – *Write "as above" if the same as your residential address*

Street

Suburb

State

Postcode

Country

Daytime contact number

Email address

**Section 2 Third Party Security Provider Details (Individual) (continued)**

Holder Identification Number (HIN), if known. If HIN not known we will insert later on your behalf.

\_\_\_\_\_

**Section 2.1 Third Party Security Provider Details**

**Company acting as Third Party Security Provider**

Name of company \_\_\_\_\_ ABN \_\_\_\_\_

Mailing address  
Street \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_ Country \_\_\_\_\_

Name of contact person \_\_\_\_\_ Daytime contact Number \_\_\_\_\_

Email address \_\_\_\_\_

Holder Identification Number (HIN), if known. If HIN not known we will insert later on your behalf.

\_\_\_\_\_

**Company Director Details** *Please list ALL Company Directors*

Title \_\_\_\_\_ Surname \_\_\_\_\_ Given name(s) \_\_\_\_\_ Date of birth \_\_\_\_\_

Residential address (PO Box not accepted)

Street \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_ Country \_\_\_\_\_

Title \_\_\_\_\_ Surname \_\_\_\_\_ Given name(s) \_\_\_\_\_ Date of birth \_\_\_\_\_

Residential address (PO Box not accepted)

Street \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_ Country \_\_\_\_\_

Title \_\_\_\_\_ Surname \_\_\_\_\_ Given name(s) \_\_\_\_\_ Date of birth \_\_\_\_\_

Residential address (PO Box not accepted)

Street \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_ Country \_\_\_\_\_

## Section 2.1 Third Party Security Provider Details

Title \_\_\_\_\_ Surname \_\_\_\_\_ Given name(s) \_\_\_\_\_ Date of birth \_\_\_\_\_

Residential address (*PO Box not accepted*)

Street \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_ Country \_\_\_\_\_

**For more than four directors, please attach an additional sheet to your application.**

## Section 3 Power of Attorney

This section of the application comprises a deed, made on the day indicated in Section 4 by each signatory.

### 1 Appointment

- 1.1 You (being each Third Party Security Provider) appoint BankSA – A Division of Westpac Banking Corporation ("BankSA"), Value Nominees Pty Limited and each of their directors, secretaries and employees separately as your attorneys
- 1.2 You agree to formally approve anything an attorney does under this power of attorney. You declare that this power of attorney is given for valuable consideration and agree that you may not revoke the appointment.

### 2 Power

- 2.1 An attorney may, in your name:
  - (a) do everything BankSA or Value Nominees Pty Limited needs to execute and deliver for you the documents listed in Schedule 1; and
  - (b) do everything BankSA or Value Nominees Pty Limited needs to execute and deliver for you any documents in connection with the documents referred to in Schedule 1; and
  - (c) do anything which you can do as owner of the "mortgaged property" (as defined in the Terms and Conditions), or anything which you can do in the transactions contemplated by the documents listed in Schedule 1; and
  - (d) stamp and register any of the documents listed in Schedule 1.

### 3 Declaration

- 3.1 You declare that:
  - (a) anything BankSA or Value Nominees Pty Limited does in exercising powers given to them under this power of attorney will be binding on you and anyone else as if you had done the acts yourself; and
  - (b) any person who deals with your attorneys in good faith, may accept as true a statement the attorney signs which says:
    - (i) an act of the attorney is a proper exercise of the powers under this power of attorney; and/or
    - (ii) this power of attorney has not been revoked.

### 4 Indemnity

- 4.1 You agree to indemnify the attorneys against, and you must therefore pay the attorneys on demand for, loss or costs they suffer or incur in exercising powers under this power of attorney.
- 4.2 You authorise the attorneys to exercise the powers under this power of attorney even if this involves a conflict of duty or the attorneys (or a person they know) have a personal interest in doing so.

### SCHEDULE 1

Documents covered by this power of attorney:

1. Terms and Conditions between BankSA, any of its subsidiaries, you and anyone else who signs this application form or who is joined in the agreement, in whatever capacity.
2. Any instrument and any form dealing in any way or relating to the mortgaged property including transfers, exercises of options, redemption requests and any controlling participant arrangement in relation to uncertificated securities.
3. Any application for the issue of certificates under section 1070D of the Corporations Act.
4. Any appointment of a person to hold all or part of the mortgaged property for you as your nominee.

**Section 4 Declaration and Signing**

Please consider the following carefully before you send us your application. By signing this application:

- You acknowledge having read the BankSA Margin Lending Facility Agreement, the BankSA Margin Lending Product Disclosure Statement, the BankSA Margin Lending Financial Services Guide, the Risk Disclosure Statement, the Power of Attorney conditions and the CHESS explanation.
- You acknowledge understanding the risks of Margin Lending and your obligations if we accept your application.
- You acknowledge that the information provided to BankSA in connection to this application is true and correct.
- You give our officers and us the power to enter into agreements which bind you and do other things on your behalf without referring to you, including to complete your HIN details in your Sponsorship Agreement.
- You acknowledge that you have read and understood the information under the heading BankSA Privacy Statement and other reporting obligations for personal information about individuals in the Appendices and consent to the collection, use and disclosure of personal information in accordance with the BankSA Privacy Statement and other reporting obligations.
- You acknowledge that if there is an event of default, there is the risk of losing any property that has been given as security for the facility.
- You acknowledge receiving a copy of the sponsorship agreement (contained in Part VIII of the Terms and Conditions) for your records.

Only sign this application if the above is satisfactory to you. If it is not, you must seek independent legal advice.

Signed, Sealed and Delivered as a Deed on

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

 **The date MUST be completed.**

**This section must be completed**

**First Third Party Security Provider**

Print Full name

\_\_\_\_\_

Signature

*X*  
\_\_\_\_\_

**Second Third Party Security Provider**

Print Full name

\_\_\_\_\_

Signature

*X*  
\_\_\_\_\_

**Company Third Party Security Provider**

*In all cases, either two Directors, or one Director and the Secretary, or the Sole Director and the Sole Secretary must sign. Indicate your company capacity by marking the appropriate box below your signature.*

Please consider the following carefully before you send us your application.

By signing this application:

- You acknowledge having read the BankSA Margin Lending Facility Agreement, the BankSA Margin Lending Product Disclosure Statement, the BankSA Margin Lending Financial Services Guide, the Risk Disclosure Statement, the Power of Attorney conditions and the CHESSE explanation.
- You acknowledge understanding the risks of Margin Lending and your obligations if we accept your application.
- You give our offices and us the power to enter into agreements which bind you and do other things on your behalf without referring to you, including to complete your HIN details in your Sponsorship Agreement.
- You acknowledge that you have read and understood the information under the heading BankSA Privacy Statement and other reporting obligations for personal information about individuals in the Appendices and consent to the collection, use and disclosure of personal information in accordance with the BankSA Privacy Statement and other reporting obligations.
- You acknowledge that the information provided to BankSA in connection to this application is true and correct.
- You acknowledge that if there is an event of default, there is the risk of losing any property that has been given as security for the facility.
- You acknowledge receiving a copy of the sponsorship agreement (contained in Part VII of the Terms and Conditions) for you records.

Only sign if this application if the above is satisfactory to you. If not you, must seek independent legal advice.

Signed, Sealed and Delivered as a Deed on

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ (The date **MUST** be completed)

**Director**  **Sole Director & Secretary**

Print Full name

\_\_\_\_\_

Signature

**x**

**Director**  **Company Secretary**

Print Full name

\_\_\_\_\_

Signature

**x**

Common Seal (if applicable)



## Privacy Statement and other reporting obligations

### PERSONAL INFORMATION

We collect personal information from you to process your application, provide you with your product or service, and manage your product or service. We may also use your information to comply with legislative or regulatory requirements in any jurisdiction, prevent fraud, crime or other activity that may cause harm in relation to our products or services and help us run our business. We may also use your information to tell you about products or services we think may interest you.

If you do not provide all the information we request, we may need to reject your application or we may no longer be able to provide a product or service to you.

We may disclose your personal information to other members of the Westpac Group, anyone we engage to do something on our behalf, rewards program administrators and other organisations that assist us with our business.

We may disclose your personal information to an entity which is located outside Australia. Details of the countries where the overseas recipients are likely to be located are in our privacy policy.

As a provider of financial services, we have obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using our products or services, you consent to these disclosures.

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in our privacy policy. Our privacy policy is available at [banksa.com.au](http://banksa.com.au) or by calling us on 13 13 76. It covers:

- how you can access the personal information we hold about you and ask for it to be corrected;
- how you may complain about a breach of the Australian Privacy Principles or a registered privacy code and how we will deal with your complaint;
- how we collect, hold, use and disclose your personal information in more detail.

We will update our privacy policy from time to time.

### CREDIT INFORMATION

We may:

- obtain consumer credit information about you from a credit reporting body to enable us to assess your creditworthiness;
- obtain information about your commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness;
- exchange personal information and credit information about you with other credit providers to assess your application and creditworthiness and to notify them of any defaults by you;
- disclose credit information and other personal information about you to a guarantor or to a proposed guarantor (for the purpose of them considering whether to offer to act as guarantor);
- give or obtain a banker's opinion about you.

If you are a proposed guarantor, we may obtain credit reporting information about you from a credit reporting body for the purpose of assessing whether to accept you as a guarantor.

If you have made your application or have been introduced to us through a broker or other intermediary, we may exchange credit information and other personal information about you with them. We may also communicate with them directly in relation to your application instead of communicating with you.



The privacy page of our website banksa.com.au includes a "Statement of Notifiable Matters". These are matters you should be aware of in relation to the use and disclosure of your credit information. This statement includes:

- details of the credit reporting bodies to which we are likely to disclose your credit information, the types of credit information we may give them and how this information will be used;
- your rights over your credit information, including how you can access and correct your information and make complaints;
- your rights to direct a credit reporting body to limit the use of your information for direct marketing purposes and what protections are available if you believe you are a victim of fraud; and
- information about our Credit Reporting Policy.

You can call us on 13 13 76 for a hard copy of the Statement of Notifiable Matters.

#### **OTHER ACKNOWLEDGEMENTS AND CONSENTS**

- We may confirm the details of the information provided in your application.
- Where you have provided information about another individual, you must make them aware of that fact and the contents of the Privacy Statement.

*We and members of the Westpac Group will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please call us on 13 13 76, if you do not wish to receive marketing communications from us.*

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any office bearer\* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 668 155 at the time of entering into this agreement. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application for this facility.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting the terms of this agreement constitutes certification that you and/or each Controlling Person are not a US citizen or US tax resident.

If at any time after entering into this agreement, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, we may request you to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may result in us imposing additional reporting requirements on the facility.

\* Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative.

#### **DEFINITIONS**

"We", "our", "us" means BankSA – A Division of Westpac Banking Corporation ABN 33 007 457 141. "Westpac Group" means Westpac Banking Corporation and its related bodies corporate.