

BankSA Margin Lending Third Party Security Provider Application.

Information

Complete this form when security for your BankSA Margin Loan Facility is being provided (owned) by someone other than the borrower(s) – i.e. a third party security provider. Please note that in the case of joint borrowers, where the security being provided is owned by one of the borrowers only, that borrower must also complete a Third Party Security Application Form.

Questions?

If you have any questions regarding completing this form, please contact the Account Management Team on 1300 305 172 Monday to Friday, 8am–5pm (Adelaide time).

Third Party Security Provider's Checklist

All third party security providers must:	Tick (✓) when complete
Read the following before completing this Third Party Security Provider Application: 1. the BankSA Margin Lending - Margin Loan - Product Disclosure Statement; 2. the BankSA Margin Lending Facility Agreement; 3. the BankSA Margin Lending Financial Services Guide; and 4. the CHES explanation, Supplementary risk disclosure statement and The Third Party Security Provider additional risk disclosure statement each of which are found in the BankSA Margin Lending Facility Agreement.	<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"/>
In the case of joint borrowers, both borrowers must complete:	
Section 1 – Borrower Details.	<input type="checkbox"/>
Section 2 – 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"/>
Section 5.1 – Read and satisfy yourself that you fully understand the Power of Attorney.	<input type="checkbox"/>
Section 5.2 – Declaration and Signing Section.	<input type="checkbox"/>
All other third party security providers (i.e. you are not a borrower on this loan), must complete:	
Section 1 – Borrower Details	<input type="checkbox"/>
Section 2 – Third Party Security provider Details	<input type="checkbox"/>
Section 5.1 – Read and satisfy yourself that you fully understand the Power of Attorney.	<input type="checkbox"/>
Section 5.2 – 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 to:
BankSA Margin Lending
Reply Paid 1467
Royal Exchange NSW 1224**

Third Party Security Provider Application.

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 (dd/mm/yy)

Residential address *(PO Box not accepted)*

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

Daytime contact number

Email address

Tax File Number (TFN) or exemption category¹

Second Individual Third Party Security Provider

Title Surname Given name(s) in full

Date of birth (dd/mm/yy)

Residential address *(PO Box not accepted)*

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

Daytime contact number

Email address

Tax File Number (TFN) or exemption category¹

Section 2.1 Third Party Security Provider Details

Company acting as Third Party Security Provider

Name of company

ABN

Mailing address

Suburb

State

Postcode

Country

Name of contact person

Daytime contact Number

Email address

Australian Company Number (ACN)

Australian Business Number
(ABN) or exemption category¹

Tax File Number
(TFN) or exemption category¹

Company Director Details How many directors are there?

All company directors are required to complete this section. If there are more than 2 company directors, attach a separate sheet.

Director 1

Title

Surname

Given name(s) in full

Date of birth (dd/mm/yy)

Email Address

Residential address (PO Box not accepted)

Suburb

State

Postcode

Country

Mailing address - write "as above" if the same as your residential address

Suburb

State

Postcode

Country

Director 2

Title

Surname

Given name(s) in full

Date of birth (dd/mm/yy)

Email Address

Residential address (PO Box not accepted)

Suburb

State

Postcode

Country

Mailing address - write "as above" if the same as your residential address

Suburb

State

Postcode

Country

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

¹ We are authorised by Australian tax laws to collect your Tax File Number ('TFN'). If you quote your TFN, TIN, Exemption Code or ABN, you authorise us, the nominee and the sponsor to disclose it on your behalf in connection with all transactions under the facility and in respect of the mortgaged property. Providing your TFN, Exemption Code or ABN is not compulsory, but if you do not provide the applicable information, tax may be taken out of dividends and distributions at the highest marginal tax rate plus Medicare levy or you will need to supply your TFN or Exemption Code to share registries, fund managers and other parties directly for any holdings to avoid tax being withheld at the highest marginal rate from any dividends or other payments. It is not an offence to not provide your Tax File Number.

Any details you do provide us (including your TFN) that are personal information will be collected, used and disclosed in accordance with our Privacy Statement (in particular please see Section 11 as regards TFNs) which is available at banksa.com.au/privacy/privacy-statement or by calling us on 13 13 76.

Section 3 Privacy Statement

All personal information and credit-related information we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at banksa.com.au/privacy/privacy-statement or by calling us on 13 13 76. Our Privacy Statement also provides information about how you can access and correct your personal information, and make a complaint. You do not have to provide us with any personal information or credit information but, if you don't, we may not be able to process your application or request.

Section 4 Anti-Money Laundering and Counter-Terrorism Financing Act Requirements

You confirm that:

- The account(s) will be held in the name of a person;
- The account(s) will not be held in trust; and
- If you are known by any other name, you have already provided your other name(s) to us or you will contact us to provide your other name(s) as part of your application for the account(s).

NOTE: It is an offence under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* to:

- give false or misleading information;
- receive a loan, credit card or deposit account in a false name.

Section 5 Signing Section

This section of the application comprises a deed.

Please read and complete this section as appropriate.

Section 5.1 Power of Attorney

1. Without limiting any power of attorney given by me under the BankSA Margin Lending Facility Agreement (Facility Agreement), I appoint BankSA – A Division of Westpac Banking Corporation ABN 33 007 457 141 (BankSA) and Value Nominees Pty Limited ABN 90 001 827 998 (the Nominee), and each person who is at any time authorised by BankSA or the Nominee or a related body corporate of BankSA, to exercise the powers contained in this power of attorney separately as my attorneys.
2. I agree to approve anything an attorney does under this power of attorney, until this power of attorney is revoked in accordance with its terms and each attorney becomes aware that it has been revoked.
3. I agree that this power of attorney cannot be revoked by me without the written consent of BankSA Lender.
4. I give the authorisations, consents and acknowledgments set out in the BankSA Margin Lending Application form attached to this power of attorney.
5. I declare that the information given in the BankSA Margin Lending Application form is correct and that this power of attorney is given for valuable consideration.
6. I declare that the attorneys are authorised to do any act as a result of which a benefit may be conferred on an attorney.
7. An attorney may delegate to another person a power under this power of attorney and may appoint an attorney to act on their behalf, as a sub-attorney.
8. An attorney may, in my name:
 - (a) do everything needed (including completing any blanks) to execute and deliver the Facility Agreement and other documents listed in Schedule 1 to this power of attorney and any other documents connected with them, and
 - (b) stamp and register at my cost any of the documents listed in Schedule 1 to this power of attorney and any other document connected with them.
9. Without limiting clause 8, an attorney may also in my name execute any document or do any act in connection with:
 - (a) any notification to a share registry, securities issuer or CHESS of a change of registration details (including the registered name) of any of my securities to correspond with the details advised by me to BankSA from time to time,
 - (b) any conversion request form, transfer form or other document, in relation to any securities for the purpose of converting or transferring those securities to or from my participant holding with the Nominee or BankSA and/or an agent of either of them;
 - (c) any document which relates in any way to my securities or entitlements that may form part of the mortgaged property or that are otherwise related to the Facility Agreement including:
 - (i) directions to a company or share registry as to the address for payment of entitlements, and
 - (ii) any application for the issue of share certificate or other documents evidencing title pursuant to section 1070D of the Corporations Act in respect of securities, and
 - (d) any direction to the Nominee as nominee under the Facility Agreement, or
 - (e) stamping and registering any documents, or
 - (f) any instructions to a sponsor of my *participant sponsored holding*.

Section 5.1 Power of Attorney (continued)

10. I declare that:

- (a) I am the legal owner of the securities and entitlements that form the part of the loan portfolio applicable to me and am entitled to authorise the attorney to act in accordance with this power of attorney, and
- (b) anything done in exercising the powers given under this power of attorney will be as binding on me and anyone else as if I had done the acts myself, and
- (c) any person who deals with the 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, or
 - (ii) this power of attorney has not been revoked.

11. I agree to indemnify the attorneys against, and I must therefore pay the attorneys on demand for any loss or costs they suffer or incur in exercising powers under this power of attorney.

12. The meaning of the words printed *like this* and some other important words are explained in the section Meaning of Words and Interpretation section in the Facility Agreement or in this power of attorney.

13. I, me, mine and similar terms are references to each person identified as a *third party security provider* in the BankSA Margin Lending Application form and executes this power of attorney separately.

SCHEDULE 1

Document covered by this power of attorney:

- (a) a BankSA Margin Lending Facility Agreement ('Agreement') between me, BankSA, the Nominee, and anyone else who is joined in the agreement, in whatever capacity.
- (b) one or more CHESS sponsorship agreements substantially in the form set out in the Agreement relating to securities and entitlements I hold either alone or together with another person.
- (c) 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.

Section 5.2 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 Supplementary risk disclosure statement and the Third Party Security Provider additional 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 and that we have recommended you obtain independent legal and financial advice prior to becoming a Third Party Security Provider.
- 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 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 7 of the BankSA Margin Lending Facility Agreement) for your records.
- Where the Third Party Security Provider in this application is a company, you consider that the provision of the third party security is considered to be in the best interest of the company because:

(Company Third Party Security Providers must complete this)

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

For Company Third Party Security Providers, either two Directors, or one Director and the Secretary, or the Sole Director and Sole Secretary must sign. Indicate your company capacity by marking the appropriate box below your signature.

Company Third Party Security Providers do not need to have their signatures witnessed in this section.

This section must be completed

Signed, Sealed and Delivered
as a Deed on (dd/mm/yy)

/ /



The date MUST be completed.

Section 5.2 Declaration and Signing (continued)

First Third Party Security Provider

Print Full name

Signature

Director Sole Director and Secretary

Date (dd/mm/yy)

Signature of **Witness** – *Witness must be over 18 years and be an independent party to this application*

Full name of **Witness**

Date (dd/mm/yy)

Second Third Party Security Provider

Print Full name

Signature

Director Company Secretary

Date (dd/mm/yy)

Signature of **Witness** – *Witness must be over 18 years and be an independent party to this application*

Full name of **Witness**

Date (dd/mm/yy)