

# CommSec Margin Loan

## Application form

**CommSec Margin Loan**  
Application form



**CommSec**



## CommSec Margin Loan

To apply for a CommSec Margin Loan please complete and sign the relevant sections of this booklet, attach supporting documentation as required and send to:

**Reply Paid 61267**

**CommSec Margin Loan**

**Locked Bag 34**

**Australia Square NSW 1214**

or hand to *your* Financial Adviser.

# Please note

### **ONLY FULLY COMPLETED APPLICATIONS CAN BE PROCESSED.**

#### **CHECKLIST:**

**PLEASE ENSURE ALL SECTIONS ARE COMPLETED AND ALL SECTIONS HAVE BEEN SIGNED.**

#### **WHAT TO INCLUDE WITH *YOUR* APPLICATION FORM**

Application Fee

Company and Trustee Applications must include a cheque for \$125 (made payable to CommSec Margin Loan) to cover the application fee. Other charges may apply to Company applications. There is no fee for individual applications **unless** *you* are applying as a Trustee.

#### **COMPANY BORROWERS**

For Company applications each Director must provide a *Guarantee*. Following receipt of *your* applications we will send to each Director *Guarantee* documents for completion.

#### **LOANS FOR \$1,000,000 AND OVER**

*Loans* of this size for individuals and Companies require financial statements for the last two years. This may include Directors' income. Please call **13 17 09** for further information.

#### **SPECIAL PROVISIONS APPLY FOR TRUST APPLICATIONS**

Additional details may be required from (1) Trustee applicants where total loan facilities with Commonwealth Bank will be over \$1,000,000 and (2) Trustee applicants who are not *Borrowers* but are providing *Securities* to secure a *Borrower's* obligations. Please contact *our* Client Service Team on **13 17 09** before forwarding this application.

#### **MEANING OF WORDS**

In this application form words in *italics* are defined words which have the same meaning as in the CommSec Margin Loan Terms and Conditions Booklet dated 09/02 in which this application form was enclosed.

The credit union distributes this product, the CommSec Margin Loan, on behalf of Commonwealth Bank of Australia. CommSec Margin Loan is a product of Commonwealth Bank of Australia ABN 48 123 123 124 administered by its wholly owned subsidiary Commonwealth Securities Limited ABN 60 067 254 399 ('**CommSec**'). The credit union may receive commission in connection with the provision of the CommSec Margin Loan.

The information included in this application form is being collected by *CommSec* so that it can manage and administer the CommSec Margin Loan offered by the Commonwealth Bank of Australia. For more information regarding the collection and use of personal information, refer to the section "Privacy Information and Authorisations" on page 15 of this application.

# Identification

## Identification for Individuals/Directors (Must be completed)

600 / 002

### 1 Existing CommSec Clients

☐ Are you a client of CommSec?

If so, please quote your account number:

Borrower 1 (or joint account)

Borrower 2  (only to be used if CommSec accounts are in individual names)

### 2 Existing Credit Union Members

☐ I/We have a Credit Union account, the details are:

Bank State Branch (BSB) number

Account Number

(Your number may be less than 10 digits.)

and/or Membership Number

(Your number may be less than 10 digits.)

Account in the name(s) of

#### If co-borrower to CommSec Margin Loan account.

Bank State Branch (BSB) number

Account Number

(Your number may be less than 10 digits.)

and/or Membership Number

(Your number may be less than 10 digits.)

Account in the name(s) of

Do you have a relationship manager?

☐ Yes ☐ No (if yes please fill out details below)

Relationship manager's name

Branch/business centre

### 3 Identification

If you cannot provide details in either questions 1 or 2 (above) then please ensure question 3 is completed.

To enable us to confirm the identities of the individuals named, you must either provide details of an existing CommSec trading or Credit Union account held in the same name, or attach a copy of one form of identification listed below:

☐ I/We do not have a CommSec trading or Credit Union account and will attach a photocopy of (please tick one):

☐ Driver's Licence ☐ Passport ☐ Proof of Age Card ☐ Seniors Card

# Applicant/Director details

(please use block letters)

This application is made to Commonwealth Bank of Australia ('the Bank') to grant a CommSec Margin Loan pursuant to the CommSec Margin Loan and Conditions in the booklet dated (10/02) in which this application form was enclosed.

## Borrower 1 (Individual) / Director 1 (Company)

Title	Given name/s
<input type="text"/>	<input type="text"/>
Surname	
<input type="text"/>	
<input type="checkbox"/> Male	Date of birth
<input type="checkbox"/> Female	<input type="text" value="DD / MM / YY"/>
Residential address	
<input type="text"/>	
<input type="text"/>	
<input type="text" value="Postcode"/>	
Postal address	
<input type="text"/>	
<input type="text"/>	
<input type="text" value="Postcode"/>	
Home phone	Work phone
<input type="text" value="( )"/>	<input type="text" value="( )"/>
Facsimile	Mobile phone
<input type="text" value="( )"/>	<input type="text" value="( )"/>
(Please complete and circle your preferred contact number)	
Preferred email address	
<input type="text"/>	
Alternate email address	
<input type="text"/>	

## Borrower 2 (Individual) / Director 2 (Company)

Title	Given name/s
<input type="text"/>	<input type="text"/>
Surname	
<input type="text"/>	
<input type="checkbox"/> Male	Date of birth
<input type="checkbox"/> Female	<input type="text" value="DD / MM / YY"/>
Residential address	
<input type="text"/>	
<input type="text"/>	
<input type="text" value="Postcode"/>	
Postal address	
<input type="text"/>	
<input type="text"/>	
<input type="text" value="Postcode"/>	
Home phone	Work phone
<input type="text" value="( )"/>	<input type="text" value="( )"/>
Facsimile	Mobile phone
<input type="text" value="( )"/>	<input type="text" value="( )"/>
(Please complete and circle your preferred contact number)	
Preferred email address	
<input type="text"/>	
Alternate email address	
<input type="text"/>	

The following details will allow us to confirm your identity over the phone and the Internet:

Chosen passnumber

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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(must be **5 NUMBERS**)

## Trustee Borrower (Insert details if you are applying in your capacity as Trustee)

Name of trust
<input type="text"/>
Trustee's name
<input type="text"/>

# Company applicant details

**Borrower (Company) Please complete Director Details on page 2**

Company name

ABN/ACN number

--	--	--	--	--	--	--	--	--	--	--

Company address

	Postcode
--	----------

Postal address

	Postcode
--	----------

Home phone

( )
-----

Work phone

( )
-----

Facsimile

( )
-----

Mobile phone

( )
-----

(Please complete and circle *your* preferred contact number)

**Trustee *Borrower* (Insert details if *you* are applying in *your* capacity as Trustee)**

Name of trust

Trustee's name

# Third party mortgagor

**To be completed if you are not a *Borrower* but you are providing *Securities* to secure a *Borrower's* obligations.**

By signing this Application Form, each Third Party *Mortgagor* named below jointly and severally requests the Bank (as the case may be) to grant or continue to grant the *Borrower* a CommSec Margin Loan or to refrain from requiring the *Borrower* to either satisfy a *Margin Call* or repay all or part of a CommSec Margin Loan and, in order to secure the *Borrower's* obligations, offers to provide *Securities* to the Bank as *Mortgaged Property* on the Terms and Conditions appearing in the CommSec Margin Loan Terms and Condition booklet dated 10/02 (excluding Part 2 *Loan Agreement*) in which this application form was enclosed. When the Bank complies with any such request by a Third Party *Mortgagor* it does so in return for the *Mortgaged Property*.

(Note: The liability of a Third Party *Mortgagor* who is not a *Borrower*, a director of a Company *Borrower* or a *Borrower* acting in the capacity of a Trustee is limited to the amount received by the Bank from the sale of *Mortgaged Property*. This limitation on the amount of liability does not apply to any other person from whom the Bank accepts *Securities* as *Mortgaged Property*.)

## Name of Third Party *Mortgagor*

Title Given name/s Surname

☐ Male ☐ Female Date of birth  
 DD /  MM /  YY

Residential address  
  
 Postcode

Postal address  
 Postcode

Home phone Work phone  
 ( )  ( )  
Facsimile Mobile phone  
 ( )  ( )

(Please complete and circle your preferred contact number)

Preferred email address

Alternate email address

## Trustee acting as Third Party *Mortgagor* (if applicable)

Name of trust

Trustee's name

# Applicant profile

## Completion of ALL sections is compulsory

You offer to borrow from the Bank (minimum \$20,000)

\$

### 1 Gross annual income (including salary/wages, rental, dividend income etc) of ALL Borrowers:

*Borrower 1 / Director 1 / Trustee 1*

\$

*Borrower 2 / Director 2 / Trustee 2*

\$

*Net profit of Company / Trust*

\$

Note: If *loan* is in company name, income for Directors is also to be completed

### 2 Current employment:

***Borrower 1 / Director 1 / Trustee 1***

Position title

Employer name

***Borrower 2 / Director 2 / Trustee 2***

Position title

Employer name

***Company Borrower***

Industry type

**If you have retired**, please note last position held

Time elapsed since retirement (years)

### 3 Investor experience:

Have *you* invested in shares or managed funds in the past?

☐ Yes ☐ No (please tick answer)

Have *you* ever used a Margin Loan?

☐ Yes ☐ No (please tick answer)

Have *you* discussed this product with a financial planner or adviser?

☐ Yes ☐ No (please tick answer)

# Applicant profile

## 4 Disclosure:

(please tick answer)

- a) Are *you* aware that a Margin Loan Facility carries risk not only in terms of *interest rate* movements, but also to movements in the value of share and managed fund prices?
- b) Are *you* aware that *you* are personally liable for any shortfall incurred should *your* entire *portfolio* be sold down to cover adverse movements in the *market value* of *your* investment?

☐ Yes ☐ No

☐ Yes ☐ No

## 5 Your Stockbroker Information (to be completed by *Borrowers*)

If *you* wish to trade shares with a broker other than *CommSec* please advise *us* of their details.

Stockbroking company  Name of adviser

Postal address  Postcode

## 6 Authorised representative (to be completed by *Borrower* and signed by *your* Authorised representative):

We are authorised to share information about *your* *Loan* and *Securities* with *your* authorised representative who we may contact if we cannot contact *you* in the event of a **Margin Call**. In the event of a *Margin Call* this person must be able to make decisions to sell *Securities*, lodge additional *Securities* or provide additional funds. Please ensure *your* representative knows *your* *password*.

Given names

Surname

Residential address

Postcode

Home phone

( )

Work phone

( )

Facsimile

( )

Mobile phone

( )

(Please complete and circle *your* preferred contact number)

Signature of authorised representative

X



# Risk disclosure

**PLEASE NOTE: all following sections must be signed by all applicants**

## Risk statement for *Loan* applicants

### Before you apply for a CommSec Margin Loan, you must consider:

- whether the *Loan* is right for you; and
- risks associated with the *Loan*.

The CommSec Margin Loan brochure, with which this application form was enclosed, includes some suggestions for managing a *Loan* and reducing some of the risks of conducting the *Loan*. In every case, we strongly suggest that you obtain independent legal and financial advice to get a better idea of the risks of margin lending and the way in which you can manage those risks.

### You and your advisers should be aware of the following risks:

- exposure to the volatility of the markets (like the stock market) in which *Securities* are bought and sold;
- borrowing money to purchase *Securities* (gearing) can magnify the financial effect on you of any decrease in the value of the *Securities*;
- all *Securities* which you buy using the *Loan* proceeds are mortgaged to us to ensure your obligations under the *Loan Agreement*;
- income from your investments and the interest on your *Loan Account* may fluctuate. Also, the time at which you pay interest on your *Loan Account* may be different from the time at which you earn income on your investments;
- we can make a *Margin Call* at any time on any day.

We require that the maximum amount you owe us at any time is no greater than the *Portfolio Lending Value* plus the *Buffer* on your *Loan Account* at that time. The *Portfolio Lending Value* depends on:

- the value of the *Securities* supporting your obligations; and
- the proportion of that value (the *Lending Ratio*) we are willing to lend at that time.

### At any time, we can change the *Lending Ratios* without notice. Also, the *Market Value of Securities* may reduce rapidly over a short period.

If at any time the amount you owe us is greater than the *Portfolio Lending Value* plus the *Buffer* we can make a *Margin Call*.

For example, say the outstanding balance of your *Loan Account* at a particular time is \$68,000.

On that same day the value of the *Securities* supporting your obligations is \$100,000 and the *Lending Ratio* on those *Securities* is 70%.

So, at that time, the most the outstanding balance on your *Loan Account* could be at this time is \$70,000. You are within your *Portfolio Lending Value*.

Say that a day later the *Securities* supporting your obligations are now only worth \$90,000 but your *Loan Balance* is still \$68,000. Your *Portfolio Lending Value* will have reduced to \$63,000 (\$90,000 @ 70%) so we can make a *Margin Call* of \$5,000 - the difference between what you owe and the *Portfolio Lending Value* at that time.

Another example is where we reduce the *Lending Ratio* on the *Securities* supporting your obligations from (say) 70% to 60%. The *Portfolio Lending Value* will reduce to \$60,000 (\$100,000 @ 60%). We can make a *Margin Call* of \$8,000 - the difference between what you owe and the *Portfolio Lending Value* at that time.

## Notice of *Margin Call*

If we make a *Margin Call*, you must satisfy that *Margin Call* whether or not you personally receive it. If there is more than one *Borrower* we do not need to contact each *Borrower*. In case you are not available to receive a *Margin Call* personally, you should direct us to give notice of any *Margin Call* we make to a person who:

- is always available; and
- is authorised by you to satisfy a *Margin Call*.

You must satisfy any *Margin Call* by 2.00pm on the next *Business Day*. You may have less than 24 hours to satisfy a *Margin Call*.

## You may satisfy the *Margin Call* by:

- depositing money in your *Loan Account*;
- giving us more *Securities* to support your obligations; or
- selling all or some of your *Securities* and using the proceeds to reduce the *Loan Balance*.

## If you do not satisfy a *Margin Call*:

- we may (but are not obliged to) sell any of or all the *Securities* supporting your obligations and reduce the amount you owe us;
- we may sell those *Securities* without contacting you first;
- we may sell those *Securities* in the order we choose. You should refer to the *Mortgage Terms and Conditions*, Clause 11(a).

# Risk disclosure

**Also, there may be circumstances in which we can require you to pay all of what you owe us. Those circumstances include if:**

- you do not satisfy a *Margin Call*;
- the All Ordinaries Index drops by 10% in one *Business Day* or 20% over 3 consecutive *Business Days*;
- we consider that your financial position has deteriorated to a point where you may not be able to meet any obligations you owe to us.

You should familiarise yourself with the other circumstances in which we can ask you to pay us (for example, see Clauses 10-14 inclusive of the *Loan Agreement* and Clauses 1, 9 and 18 of the *Mortgage*).

## Payments to *Loan Account*

Other than *Margin Calls* or when we require you to pay your *Loan Account* in full, we do not require you to make any payments on your *Loan Account*. Even if you do not draw on your *Loan Account*, the amount you owe us can increase with unpaid interest and unpaid fees and charges we debit to your *Loan Account*.

We charge interest on the debit balance of your *Loan Account*, no matter what sums go to make up that balance. The balance of your *Loan Account* may increase with unpaid interest, fees and charges sufficiently to require us to make a *Margin Call*.

**What you must pay us is not limited to the value of the *Securities* supporting your obligations. You must pay us all amounts you owe us even if:**

- the *Securities* supporting your obligations are sold and the proceeds are not sufficient to pay all of what you owe us;

- the *Securities* supporting your obligations are of little or no value at all; or
- we reduce the *Lending Ratio* of a security.

## Taxation

You may wish to negatively gear investments you make with *Loan* proceeds. However, it may not be possible to do so.

Interest deductibility is dependant on your personal circumstances and whether the borrowed funds are used to earn assessable income. You should speak to an independent taxation adviser to determine whether you can deduct interest incurred by you on your *Loan Account*.

**You have sole responsibility for deciding in which *Securities* you will invest. (See Clause 16 of the *Loan Agreement*). We do not:**

- recommend any *Securities*; or
- give any opinion on the performance of *Securities* or the company or trustee that issues *Securities*, even if we are willing to lend money against those *Securities*.

## Drawings on the *Loan Account*

We consider whether or not to fund a drawing on the *Loan Account* at the time you ask us to fund the drawing. You may ask to draw on your *Loan Account* to purchase *Securities* at a date in the future. If the *Portfolio Lending Value* is insufficient at that future date, we will not fund the drawing no matter what the position was when you asked for the drawing.

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**I/We have read and understood the Risk Disclosure Statement appearing above.**

### **Borrower 1 / Director 1**

Signed

X

Date

DD / MM / YY

### **Borrower 2 / Director 2**

Signed

X

Date

DD / MM / YY

# Payment instructions

When you withdraw funds from your *Loan Account*,  
we will pay you by **Direct Credit** to your nominated Account.

**Your nominated Account details are:**

Name of Financial Institution

Branch

Bank State Branch (BSB) No.

			-			
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*(Note that your BSB and Account Number are  
different to your Credit Union Membership Number.)*

Account Number

--	--	--	--	--	--	--	--	--	--

*(Your number may be less than 10 digits.)*

**and/or** Membership Number

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*(Your number may be less than 10 digits.)*

Account name

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# Direct debit request

CommSec Margin Loan  
Commonwealth Securities Limited ABN 60 067 254 399 (CommSec)  
Locked Bag 34 Australia Square NSW 1214  
Phone: 13 17 09  
Internet commsec.com.au

**When you wish to lodge funds into the *Margin Loan Account*, we will **Direct Debit** the funds from your nominated Account.**

**Form of Request for debiting amounts to accounts through the Bulk Electronic Clearing System (BECS).**  
**When you wish to deposit funds to your *Loan Account* (eg payment of interest) we can arrange a Direct Debit from your Account. By completing this Direct Debit Request you are authorising Commonwealth Securities Limited to both direct debit and direct credit your account. The *Borrower* should complete this form for all *Loan Accounts*.**

I/We (Surname/Company Name)

Given Names/ABN/ACN

authorise and request, Commonwealth Securities Limited (APCA User ID No. 062934) as agent for Commonwealth Bank of Australia to arrange for funds to be debited from my/our account at the Financial Institution identified below and as prescribed below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement below.

I/We authorise the following:

1. *CommSec* to verify the details of the account with my/our Financial Institution
2. The Financial Institution to release information allowing *CommSec* to verify the account details.

Signature of Individual/ Client 1 (Joint)/Director 1

Signature of Client 2 (Joint)/Director 2

## Details of the Account to be debited

Name and address of Financial Institution at which *your* account is held:

Account Name (eg Mr John Brown)

Branch State Branch/BSB No.

Account Number

(Your number may be less than 10 digits.)

Date

Please debit my monthly interest on the first *business day* of each month.

☐ Yes ☐ No (please tick answer)

**Note:** Direct Debiting is not allowed on the full range of accounts. If in doubt, please refer to the Financial Institution at which *your* account is held. If you wish to capitalise your interest to the loan account then tick No.



**Please detach and keep for future reference.**

COMMSEC MARGIN LOAN DIRECT DEBIT  
SERVICE AGREEMENT

### Debit arrangements

1. We reserve the right to charge a transaction fee if any debit item already debited from *your* nominated account is returned as unpaid by the Financial Institution.
2. We will keep the information about *your* nominated account at the Financial Institution private and confidential unless this information is required by us to investigate a claim made on it relating to an alleged incorrect or wrongful debt, or as otherwise required by law.
3. In the event of a debit returned unpaid we may attempt a redraw on *your* nominated account.
4. We will advise *you* 14 days in advance of any changes to the Direct Debit arrangements.

### Your Rights

5. *You* may terminate the Direct Debit arrangement with us, however this termination must be in writing.
6. Where *you* consider the debit is incorrect in either the due date or amount or both, *you* should raise the matter with CommSec Margin Lending on 13 17 09.

### Your Responsibilities

7. It is *your* responsibility:

- to check with the Financial Institution where *your* account is held before completing the Direct Debit Request (DDR) as Direct Debiting through Bulk Electronic Clearing System (BECS) is not allowed on the full range of accounts. *You* should also complete *your* account details (including Bank State Branch (BSB) number) directly from a recent account statement from *your* Financial Institution;
- to ensure sufficient cleared funds are available in the nominated account to meet the debit on the due settlement date of *your* transactions executed by *CommSec*;
- to ensure that the authorisation to debit the nominated account is in the same name as the account signing the instruction held by the Financial Institution where the account is held;
- to advise us if the account *you* have nominated to debit is transferred or closed;
- to ensure that suitable arrangements are made if the Direct Debit is cancelled;
  - by yourself;
  - by *your* nominated Financial Institution; or
  - for any other reason.

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# Power of attorney

## CommSec Margin Loan

I/We irrevocably authorise and by way of security appoint Commonwealth Bank of Australia and Commonwealth Securities Limited (and each of their *Authorised Officers*, and their respective assigns) severally to be attorney of each of:

- the *Borrower*;
- the *Mortgagor*;

with full power either in *our* name, the name of the *Borrower* and/or the *Mortgagor*, to do all acts and things;

- which should be done by the *Borrower* and/or *Mortgagor* to satisfy a *margin call* (as that term is defined and described in the CommSec Margin Loan Terms and Conditions);
- which should be done by the *Borrower* and/or *Mortgagor* under any part of the CommSec Margin Loan Terms and Conditions; or
- which Commonwealth Bank of Australia and Commonwealth Securities Limited is authorised to do under any part of the CommSec Margin Loan Terms and Conditions or by law, and with full power from time to time to appoint or remove a substitute attorney; and
- to fill in blanks, correct errors, sign, seal and deliver and execute all documents (including assurances, identification and address declarations, and other instruments) which Commonwealth Bank of Australia and/or Commonwealth Securities Limited or the attorney considers necessary or expedient.

I/We declare that the attorney may exercise any of the powers described above despite such exercise involving a conflict of interest and duty.

### Signed by *Borrower* (Individuals or a Company)

Print full name

Are *you* a "Sole Director"

☐ Yes ☐ No (please tick answer)

Signature (Director to sign for company)

Date

Print full name

Signature (Director/secretary to sign for company)

Date

If execution is by a company insert:

Company Name

ABN/ACN number

### Signed by *Mortgagor* if not a *Borrower* (Individuals or a Company)

Print full name

Are *you* a "Sole Director"

☐ Yes ☐ No (please tick answer)

Signature (Director to sign for company)

Date

Print full name

Signature (Director/secretary to sign for company)

Date

If execution is by a company insert:

Company Name

ABN/ACN number

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# Privacy Information & Authorisations

## For all Borrowers and Guarantors

### 1. Collection of personal information

*CommSec* collects personal information (including full name, address and contact details, as well as credit information) on its own behalf and for the Bank. The Bank provides the *CommSec* Margin Loan. *CommSec* also uses personal information to manage its client relationships and provide its clients with the products and services they request, as well as information on the Commonwealth Bank Group's products and services. Where it is necessary to do so, *CommSec* also collects information on individuals such as company directors and officers (where the company is its client), as well as clients' agents and persons dealing with *CommSec* on a 'one-off' basis. The law can also require *CommSec* to collect personal information (eg Commonwealth legislation requires *CommSec* to identify persons who open or operate accounts). If you provide *CommSec* with incomplete or inaccurate information, *CommSec* may not be able to provide you with the products or services you are seeking.

### 2. Disclosure of personal information

*CommSec* is permitted by the *Privacy Act* 1988 ('the Act') to disclose personal information to other members of the Commonwealth Bank Group. This enables the Group to have an integrated view of its customers.

Personal information may be disclosed to:

- I. brokers and agents who refer business to *CommSec*, and external product providers;
- II. organisations to whom *CommSec* outsources certain functions. This may include overseas organisations. For greater detail on outsourcing, please refer to *CommSec's* Privacy Policy Statement, which is available at [commsec.com.au](http://commsec.com.au) or on request by calling 13 17 09.

In all circumstances where contractors and agents may become aware of personal information, confidentiality arrangements apply. Personal information may only be used by *CommSec's* agents and contractors for its purposes. *CommSec* may be allowed or obliged to disclose information by law, eg. under Court Orders or Statutory Notices pursuant to taxation or social security laws.

### 3. Access to your information

You may (subject to permitted exceptions) access your information by contacting: Client Relations, *CommSec* Margin Loans, Locked Bag 34, Australia Square NSW 1214. *CommSec* may charge you for providing access.

## All Borrowers:

As advised, *CommSec* manages the *CommSec* Margin Loan on our behalf. Anything you authorise us to do may be carried out by *CommSec*.

### You authorise us

- (a) to give to any *Guarantor* or proposed *Guarantor* ("Guarantor" includes a "Third Party Mortgagor" ie any person other than a *Borrower* who provides property as *Security* for your credit facilities) (i) any credit information or record that has any bearing on your creditworthiness, credit standing, credit history or credit capacity in connection with such credit facilities for the purpose of deciding whether to act or continue to act as *Guarantor* in respect of, or to offer property as security for, your credit facilities; (ii) a copy of the *Loan Agreement*, of any formal demand we send to you and, if the *Guarantor* asks, a copy of the latest statement of your *Loan Account*;
- (b) to give to and/or receive from your Stockbroker and/or Authorised Representative any record or personal information about you, your credit facilities and/or the *Securities* in connection with the processing and accepting of any application to us for credit and/or the subsequent management of the credit provided and the *Securities*; and
- (c) to exchange with *CommSec* (which manages the *CommSec* Margin Loan product on our behalf) any record or personal information about you in connection with the processing and accepting of this application, any *Securities* we are offered by you as *Mortgaged Property* and/or the subsequent management of any credit which we may agree to provide.

## Individual Borrowers:

not applicable to a *Borrower* that is a company

### You authorise us

- (a) to give a credit reporting agency certain personal information about you including the fact that you have applied for credit and the amount, any payments which become overdue more than 60 days and, in specified circumstances, that in our opinion you have committed a serious credit infringement;
- (b) to obtain from a credit reporting agency information relating to your commercial credit activities and a credit report containing personal and credit information about you to assess this application or for the purpose of collecting overdue payments in respect of any credit which we have provided to you or your company/firm;
- (c) to give to and obtain from any credit provider named in a credit report issued by a credit reporting agency or a commercial reporting agency respectively information about your credit arrangements including your creditworthiness, credit standing, credit history and credit capacity. The information may be given and used for purposes that include assessing an application by you for credit, assisting you avoid defaulting on your credit obligations, notifying other credit providers of a default by you, assessing your creditworthiness, and, where the information is given to participants in a securitisation scheme, assessing the risk in purchasing any loan given to or applied for by you and/or the risk in undertaking credit enhancement of any such loan;
- (d) when we are performing tasks reasonably necessary to the provision and management of securitised loans, to obtain from a credit reporting agency a credit report containing personal credit information about you for the securitisation purposes permitted by Section 18E(1)(b)(ia) of the Act.

## All Guarantors:

The Bank is authorised

- (a) to give to a credit reporting agency such permitted particulars to allow the *Guarantor* to be identified, and to inform the agency that the *Guarantor* acts or has offered to act as *Guarantor* and to obtain from a credit reporting agency a credit report containing certain personal information about the *Guarantor* to assess whether to accept the *Guarantee*;
- (b) to give to and obtain from the *Guarantor's* Bank and/or other credit provider (and/or parties to a securitisation scheme that are regarded as credit providers because of the application of Section 11B(4A) and (4B) of the Act) any record that has any bearing on the *Guarantor's* creditworthiness, credit standing, credit history or credit capacity for the purpose of (i) assessing whether to accept the *Guarantee* for personal or commercial credit applied for or provided to the *Borrower*; (ii) for any purpose related to the subsequent management of the personal or commercial credit granted by the Bank; or (iii) for any purpose related to the enforcement or proposed enforcement of this *Guarantee* each as the case may be;
- (c) when the Bank is performing tasks reasonably necessary to the provision and management of securitised loans, to obtain from a credit reporting agency a credit report containing personal credit information about the *Guarantor* for the securitisation purposes permitted by Section 18E(1)(b) of the Act;
- (d) to exchange with *CommSec* (which manages the *CommSec* Margin Loan product on our behalf) any record or personal information about the *Guarantor* in connection with the processing and accepting of this application, any *Securities* the Bank is offered by the *Guarantor* as *Mortgaged Property* and/or the subsequent management of any credit which the Bank may agree to provide to the *Borrower*.

# Acknowledgement & signatures

**Note: each *Borrower*, *Guarantor* and *Third Party Mortgagor* must sign.**

**By signing this application *you* acknowledge that:**

1. if *you* are an individual *Borrower*, the *Loan* which may be provided to *you* is to be applied wholly or predominantly for business or investment purposes or for both purposes. *You* should not sign this acknowledgement unless the *Loan* is to be applied wholly or predominantly for business or investment purposes or for both purposes. By signing this acknowledgement *you* may lose *your* protection under the Consumer Credit Code.
2. all information which *you* have given in this application is correct and not misleading in any way.
3. *you* have read and understood the Terms and Conditions of a CommSec Margin Loan.
4. if *you* are an individual *Borrower*, *you* consent to the use and disclosure of your personal information as indicated in the section "Privacy Information and Authorisations" on page 15 of this application, including (where applicable) the sections "All Borrowers", "Individual Borrowers" and "All Guarantors". Only tick this box if you **do not** wish to receive **any** promotional information (including IPO information) from *CommSec*. ☐
5. if *you* are a *Borrower* *you* have read and understood the Risk Disclosure Statement.
6. *you* have not relied on any tax advice from *CommSec* and have sought *your* own independent legal and financial advice in relation to *your* obligations under the CommSec Margin Loan.
7. we may pay a commission to any broker or financial planner or other financial intermediary who introduces the *Borrower* to *us* and pay *CommSec* their fees and costs relating to administration of the *Loan*.
8. if *you* are a *Guarantor* *you* agree that when we ask *you* to do so *you* will sign a guarantee.
9. if we approve and accept the *Borrower's* application for a CommSec Margin Loan then *you* will automatically be legally bound by the Terms and Conditions of the CommSec Margin Loan applicable to *you*. No drawings will be allowed, and we may avoid the contract, unless *our* security requirements are satisfied.

**Use these signing clauses if *you* are an Individual.**

**Signed by *Borrower 1* (Individual)**

Sign Name

X

Print Name

in the presence of (witness)

Sign Name

X

Print Name

Address

Postcode

Date

DD / MM / YY

**Signed by *Borrower 2* (Individual)**

Sign Name

X

Print Name

in the presence of (witness)

Sign Name

X

Print Name

Address

Postcode

Date

DD / MM / YY

**Signed by *Third Party Mortgagor/Guarantor 1***

Sign Name

X

Print Name

in the presence of (witness)

Sign Name

X

Print Name

Address

Postcode

Date

DD / MM / YY

**Signed by *Third Party Mortgagor/Guarantor 2***

Sign Name

X

Print Name

in the presence of (witness)

Sign Name

X

Print Name

Address

Postcode

Date

DD / MM / YY

# Acknowledgement & signatures

Use these signing clauses for each **Borrower** or **Third Party Mortgagor** that is a company.

If *you* are a Director of a *Borrower* company;

- *you* sign this application for and on behalf of the company in *your* capacity as a Director and to confirm that *you* agree that when we ask *you* to do so, *you* will sign a guarantee and;
- by signing, *you* confirm that there are a reasonable grounds to believe that the company will be able to pay its debts as and when they become due.

**DO NOT AFFIX COMPANY SEAL.**

## EXECUTED BY

Company Name

ABN/ACN number

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by being signed by those person/s who are authorised under its constitution to sign for the company:

### Director 1

Sign Name

Print Name

Date

DD	/	MM	/	YY
----	---	----	---	----

### Director 2

Sign Name

Print Name

Date

DD	/	MM	/	YY
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## Borrowers Checklist

- Have you signed the Risk Disclosure Statement?
- Have you signed the Power of Attorney Consent?
- Have you signed the Acknowledgement and Signature Section?
- Have you obtained witness signatures where required?

### CommSec Margin Lending use only

We approve and accept each of the offers contained in this Application Form.

Signed

Date

DD	/	MM	/	YY
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**CommSec Margin Loan**

Commonwealth Bank of Australia

Locked Bag 34

Australia Square NSW 1214

Telephone 13 17 09

Facsimile 02 9995 7204

Internet [commsec.com.au](http://commsec.com.au)

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**CommSec**

