

### 1 ACKNOWLEDGEMENT AND CONSENT BY LOAN APPLICANTS

about my Homeside electronic application number  ('application')

for  ('loan type')

submitted for me by  ('Broker's Representative')

located at  ('Broker's Representative address')

working in association with  ('Broker/Aggregator')

By signing below, I acknowledge and agree as follows:

#### GENERAL

My relationship with the Broker/Aggregator, the Broker's Representative and Homeside: The Broker/Aggregator and the Broker's Representative (named above) are my agents. They are not agents of Homeside nor is Homeside their agent. They do not have any authority to bind Homeside or to make representations on behalf of Homeside. Homeside is not responsible for advice or representations made by the Broker/Aggregator or the Broker's Representative about my application.

**Commission:** Homeside will pay commission to the Broker/Aggregator for the introduction of my loan, unless the Broker/Aggregator agrees not to receive a commission. The details of this commission will be in my loan contract.

#### DISCLOSING AND USING MY PERSONAL INFORMATION

**Privacy notification:** The Broker's Representative has given me a copy of Homeside's Privacy Notification. This explains in broad terms when and how Homeside will collect, use and disclose my information and how I can access information Homeside holds about me. Another copy can be obtained by calling Homeside on 13 22 18.

**Exchange of information between parties:** For the purpose of assisting me with the ongoing management of my financial affairs, each of the following organisations may exchange information about me:

- Homeside;
- any other company in the National Australia Group ('Group company')
- the Broker/Aggregator and the Broker's Representative (and their successors, transferees and assigns (if any)),

This information may relate to:

- products offered by Homeside or any other Group company;
- any applications that I may make to Homeside or any other Group company, including information about the progress and status of the application;
- any valuation of proposed security for a loan;
- any loan or other product or facility (including its status) that I obtain from Homeside or any other Group company; or
- the calculation or payment of commission.

**Valuers:** Homeside, the Broker/Aggregator or the Broker's Representative may provide to a valuer, and the valuer may obtain, information about me for the purpose of obtaining a valuation of proposed security for the loan.

**Guarantors and potential guarantors:** Homeside may give any of the following information to a potential or existing guarantor (or their authorised legal representative):

- information about my creditworthiness, credit standing, credit capacity or credit history;
- information about me, the application or the loan that the potential guarantor or guarantor asks Homeside to provide; and
- any other information Homeside decides is relevant for a guarantor or potential guarantor.

In the case of a potential guarantor, information will only be given to enable the potential guarantor to consider whether to offer to act as a guarantor or to offer property as security.

**Credit reporting agency:** Homeside will give personal information about me to a credit reporting agency, and obtain information from an agency for the purpose of assessing my application and to assist Homeside in managing any credit I obtain from Homeside. Information from a credit reporting agency may include a credit report containing personal information and information relating to my commercial activities or commercial credit worthiness, and Homeside may use this information to assess my personal and/or commercial credit applications.

**Other credit providers:** Homeside may obtain from, and give to, other credit providers information about my credit worthiness, credit standing, credit history or credit capacity. This information may be used to assess the application, assist me to avoid defaulting on my credit obligations, to notify other credit providers of a default by me and/or to assess my credit worthiness.

**Authority to exchange information (Qantas Frequent Flyer program and flybuys Rewards Program):** Program Provider means, in the case of the Qantas Frequent Flyer program, Qantas Airways Limited ABN 16 009 661 901, or any related body corporate that operates the Qantas Frequent Flyer program in the future and in the case of the flybuys Rewards Program, Loyalty Pacific Pty Ltd ABN 82 057 951 334. [Program Membership]

I authorise Homeside to give to the Program Provider, and vice versa, my membership account information (including my membership number, full name and contact details) to confirm my program membership and facilitate the crediting of points to my program membership account.

If I have not given such program membership account information to Homeside I authorise Homeside to notify the Program Provider and to provide my contact details so that the Program Provider can contact me about my membership status. [Other Information] I authorise Homeside to give to, and obtain from, the Program Provider and its program partners personal information about me, including:

- the fact that I have applied for a NAB credit card;
- the outcome of my application for a NAB credit card;
- information about my use of, and points earned on, the NAB credit card.

**Lenders Mortgage Insurance (LMI):** If Homeside decides that LMI is required for the loan, Homeside will apply for it to Genworth Financial Mortgage Insurance Pty Ltd ABN 60 106 974 305 (the insurer). Homeside and the insurer may exchange information about me to enable the insurer to decide whether to:

- insure Homeside; or
- assess the risk of insuring Homeside in respect of the loan; or
- assess the risk of default by me on the loan (if insured by the insurer) (the assessment purposes); and
- for any purpose in connection with the LMI contract between Homeside and the insurer.

I authorise the insurer to obtain a credit report containing either personal or commercial information about me from a credit reporting agency for any of the assessment purposes.

I understand that:

- if my information is not provided to the insurer, Homeside may not be in a position to provide the loan;
- the insurer will collect and use my information for the purpose of assessing Homeside's insurance application, for any other assessment purposes, for purposes connected with the LMI contract between the insurer and Homeside (including any variation or claim under the policy relating to the loan) and for the insurer's internal management and compliance purposes;
- the insurer will usually disclose my information for these purposes to its related companies, Homeside, reinsurers, credit reporting agencies, its service providers, its agents, contractors and external advisers, my referees (including my employer and my legal and financial advisers), government and other regulatory bodies, rating agencies, payment systems operators and other financial institutions, securitisers and credit providers;
- I may access my information collected by the insurer.

I may contact the insurer by telephone on 02 8248 2500.

I authorise the insurer to collect, use and disclose my information in this way.

**My employer, accountant, other referees and agents:** Homeside may:

- exchange information about me with any employer or accountant specified by me for the purpose of checking details relating to the application; and
- exchange information about me with any solicitor, conveyancer or settlement agent specified by me for the purpose of processing my application and establishing and managing my credit.

**Personal information about an individual:** Where I have provided information to Homeside about an individual (such as an employer, accountant, solicitor, additional cardholder, other referee or agent, spouse/partner, relative, or contact person), I will provide them with a copy of Homeside's Privacy Notification and let them know that:

- Homeside has collected their details to assess my application, provide and manage the credit that I have applied for and protect against fraud;
- Homeside may disclose their information to other organisations involved in the provision, management or administration of the credit;
- I may not be able to obtain the credit that I have applied for if their information is not provided to Homeside; and
- they can get access to information that Homeside holds about them by contacting Homeside on 13 22 18.

**Banker's opinion:** Homeside may give and receive a Banker's Opinion for purposes connected with my business, trade or profession.

**Credit card application:** Homeside may collect and use the information and consents I have provided in this form and do any of the things set out in this consent section to assess my application for a credit card, or the credit card application of any other person named in this form (including any additional cards).

**Additional cards:** If I have requested an additional cardholder, all transactions made using any additional cards (including transactions on linked accounts) will be the responsibility of the primary cardholder. Additional cardholders will have access to account information.

**Information to service providers:** Homeside may exchange information relating to this application with its relevant service providers, including:

- the particulars I have included on the application; and
- the outcome of my application(s) (such as whether they have been approved or declined), so they can assist Homeside to better manage and administer its products and services.

## FASTREFI® PROCESS

**Request to use the FASTRefi process:** I can request Homeside to use the FASTRefi process (FASTRefi) if the loan applied for is to refinance an existing loan with another lender and if I tick the relevant box.

FASTRefi allows Homeside to make a loan (to refinance another loan) before receiving the discharge of mortgage and title documents from the existing lender, which is usually quicker. The main impact of FASTRefi on me is explained below.

If I request FASTRefi to be used, Homeside will decide whether it is suitable. If Homeside decides at any stage that FASTRefi can't be used, Homeside will let my Broker's Representative know.

### The impact of FASTRefi on me

**Obtaining a first ranking mortgage for the new loan:** My new Homeside loan must be secured by a first registered mortgage. Representatives of First American Title Insurance Company of Australia Pty Limited ABN 64 075 279 908 (the "title insurer") and its related company First Australian Title Company Pty Ltd ABN 61 075 151 898 ("First Title") will arrange to obtain security documentation for Homeside (the "First Title Representatives").

In particular the First Title Representatives will:

- send the mortgagors the new mortgage documentation to sign and return;
- obtain from my existing lender the discharge of the existing mortgage over the relevant security property;
- address with the mortgagors and my existing lender any problems in obtaining a discharge of the existing mortgage; and
- arrange the registration of the new mortgage for the new loan.

**Additional documents for me to complete:** The loan documents I receive from Homeside will include 3 FASTRefi documents: the Borrowers Acknowledgment and Undertaking, the Payout Advice and the Irrevocable Authority. The purpose of these documents is to confirm that I understand FASTRefi and to allow me to provide information about the amount required to pay out my existing loan. I will be required to provide the balance of my existing loan and set out the information in the Payout Advice and to provide the most recent original statements of the loan account for at least the last 3 months. If the loan has a fixed rate or is with Adelaide Bank or ING Bank, I will be asked to obtain the existing lenders written confirmation of the payout figure.

**Legal fee:** A legal fee will be shown in my loan contract. This will be financed by my loan and will be used by Homeside to pay part of the legal costs of the First Title Representatives in preparing and registering the new mortgage.

**First Title's calculation of the payout figure for my existing loan:**

First Title will use information I provide to estimate the payout figure for my existing loan. First Title's estimate (the estimated payout amount) will include a buffer in an effort to avoid a shortfall. This buffer includes one month's loan repayment, a provision for my existing lender's discharge of mortgage fee(s) which will either be the amount of the fees if known to First Title or a \$350 estimate and a further \$500.

**Insurance for Homeside:** Homeside will apply to the title insurer for insurance for Homeside's benefit to cover the risk that the estimated payout amount advanced to my existing lender is less than the amount required to discharge my existing mortgage.

**Advancing the estimated payout amount:** Provided that the title insurer approves insurance for Homeside, Homeside will advance the new loan by debiting the estimated payout amount to my new loan account and paying these loan funds into my existing loan account. If the estimated payout amount paid to my existing lender is more than the amount owed, the First Title Representatives will ask my existing lender to pay the overpayment to me (and any other borrowers). By allowing Homeside to use FASTRefi, I will incur loan interest on the amount debited to the new loan account (including the amount of the overpayment).

**Exchanging my information with the title insurer, First Title and the First Title Representatives:** Homeside may exchange information about me with each of the title insurer, First Title, the First Title Representatives, the title insurer's reinsurer and my existing lender.

## CUSTOMER ACKNOWLEDGEMENT

I verify that my requirements and objectives for seeking a loan or reviewing my loan contract are:

- Reduced interest rate     Lower repayments     Lifestyle     Increased/decreased loan term  
 Redraw capability     Reduced fees & charges     Wealth creation/Equity release     Other (provide details below)

Other:

I confirm that the broker has collected information from me, including my income and expenses, and has made an assessment of my circumstances. I confirm that the requirements and objectives outlined above are a true reflection of what I have advised the Broker.

## FASTREFI®

APPLICANT 1

By ticking (✓) this box I request Homeside to use FASTRefi® as explained in this form

APPLICANT 2

By ticking (✓) this box I request Homeside to use FASTRefi® as explained in this form

## IMPORTANT HOMESIDE PACKAGE INFORMATION

I request that this credit application includes an application for a Homeside loan, a NAB credit card and a NAB Classic Banking account, unless I have chosen not to apply for any of these by ticking (✓) the boxes below.

Requested Credit Card Limit \$  Requested Credit Card Limit \$

If left blank NAB will assess me for the credit limit based on my application details – otherwise NAB will assess me for the credit limit I have requested.

If I want a card, I confirm that I have also indicated my NAB credit card preference to my broker, and that I have read and completed the Homeside Package Supplementary Application Form if requested by my broker.

I don't want a NAB Credit Card

I don't want a NAB Credit Card

I don't want a NAB Classic Banking account

I don't want a NAB Classic Banking account

