

## LE Shorts Application Form

The undersigned ('Borrower') applies for a LE Shorts Facility on the terms set out in the Leveraged Equities Shorts Agreement

Margin Lending Facility Account Number

### 1. If you are an INDIVIDUAL or JOINT APPLICANT please complete all of section one.

Dr Mr Mrs Ms Miss	First Name(s)		Surname	
DOB	Occupation			
Dr Mr Mrs Ms Miss	First Name(s)		Surname	
DOB	Occupation	IRD Number	<input type="text"/>	
Residential Address				
Mailing address (if different from above)				
Telephone Work	Telephone Home	Telephone Mobile		
Fax Number	E-mail Address			

### 2. If you are a COMPANY APPLICANT please complete all of section two and ensure that at least one Director also completes and signs the Guarantor section (section 14).

Company Name	IRD Number	<input type="text"/>			
Registered Office	Company Number	<input type="text"/>			
Postal Address					
Contact Name					
Telephone Work	Telephone Home	Telephone Mobile			
Fax Number	E-mail Address				

#### Director Details

Dr Mr Mrs Ms Miss	First Name(s)		Surname	
DOB	Occupation			
Residential Address				
Mailing address (if different from above)				
Telephone Work	Telephone Home	Telephone Mobile		
Fax Number	E-mail Address			

#### Director Details

Dr Mr Mrs Ms Miss	First Name(s)		Surname	
DOB	Occupation			
Residential Address				
Mailing address (if different from above)				
Telephone Work	Telephone Home	Telephone Mobile		
Fax Number	E-mail Address			

**3. If you are a TRUST APPLICANT please complete all of section three showing details of all Trustees, each of whom must sign.**

Name of Trust	IRD Number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal Contact Person	Telephone								
Mailing address									

**Trustee Details**

Dr Mr Mrs Ms Miss	First Name(s)	Surname							
DOB	Occupation								
Residential Address									
Mailing address (if different from above)									
Telephone Work		Telephone Home				Telephone Mobile			
Fax Number		E-mail Address							

**Trustee Details**

Dr Mr Mrs Ms Miss	First Name(s)	Surname							
DOB	Occupation								
Residential Address									
Mailing address (if different from above)									
Telephone Work		Telephone Home				Telephone Mobile			
Fax Number		E-mail Address							

**Trustee Details**

Dr Mr Mrs Ms Miss	First Name(s)	Surname							
DOB	Occupation								
Residential Address									
Mailing address (if different from above)									
Telephone Work		Telephone Home				Telephone Mobile			
Fax Number		E-mail Address							

**4. SHAREBROKER DETAILS all applicants must complete this section**

Which Sharebroking Firm(s) will you be using for the purposes of the LE Shorts Agreement?	
Name of Advisor(s)	Telephone

**5. POWER OF ATTORNEY**

Each of the Borrower and the Guarantor for valuable consideration irrevocably appoints Leveraged Equities Finance Limited and every officer of Leveraged Equities Finance Limited, severally, to be the Borrower's and Guarantor's attorney ("Attorney") with full power to:

- (at the Borrower's or Guarantor's expense) do everything necessary or expedient to give effect to any transaction or other thing contemplated by the LE Shorts Agreement with Leveraged Equities Finance Limited, including without limitation, executing, amending, completing any blanks in any document and doing anything which, in the Attorney's opinion, is desirable to protect Leveraged Equities Finance Limited's interests under the LE Shorts Agreement (even if the Attorney has a conflict of duty in doing so, or has a direct or personal interest in the means or result of the exercise of any of the Attorney's powers); and
- delegate the Attorney's powers to any person for any period and to revoke a delegation, and to appoint one or more substitute Attorney's to exercise any of the powers given to the Attorney (each such substitute attorney shall be also an "Attorney");

and the Borrower and Guarantor ratify anything done by the Attorney or any delegate in accordance with this clause.

## 6. SIGNATURE & DISCLOSURE all applicants need to complete this section.

Please have each party to the application initial beside each of these statements in the space provided and sign in full in the relevant section.

- (a) I/we acknowledge that I/we wish to apply for a LE Shorts Facility with Leveraged Equities Finance Limited. \_\_\_\_\_
- (b) I/we hereby declare that the information given herewith in support of my/our application for a LE Shorts Facility with Leveraged Equities Finance Limited is true and correct. \_\_\_\_\_
- (c) I/we acknowledge that I/we agree to Leveraged Equities Finance Limited obtaining, using and exchanging personal credit information about me/us for the purposes of applying for and maintaining a LE Shorts Facility with Leveraged Equities Finance Limited. \_\_\_\_\_
- (d) I/we acknowledge that I/we have received a disclosure copy of the Leveraged Equities Finance Limited's brochure incorporating the terms and conditions of the LE Shorts Facility ("the disclosure document"). I/we have read and understand the disclosure document and agree to be bound by the terms and conditions contained within. \_\_\_\_\_
- (e) I/we have read and understand the risks associated with operating a LE Shorts Facility. \_\_\_\_\_
- (f) I/we have funds or additional securities available should a margin call be made. \_\_\_\_\_
- (g) I/we understand that my securities may be sold to clear a margin call. \_\_\_\_\_

In accordance with the Privacy Act 1993, Leveraged Equities Finance Limited is authorised to:

- (h) Collect and hold personal information about me/us for the purposes of carrying out my/our instructions, administering my/our account, operating the LE Shorts Facility and for Leveraged Equities Finance Limited's own marketing purposes.
- (i) Record all telephone conversations between me/us and Leveraged Equities Finance Limited for the purpose of verification of instructions, administrative and training purposes.
- (j) Disclosure information about me/us where required under any relevant regulations or legislation and to any of the people set out in the disclosure document.
- (k) Disclose information about me/us to the authorised agents named above and any Guarantor. I/we agree that margin calls may be made to the authorised agents named above.
- (l) Request me/us at any time to provide the names of one or more credit references to assist in assessing my/our credit worthiness, and to exchange credit information about me/us with them and with credit reporting agencies at any time.
- (m) Terminate my/our account with Leveraged Equities Finance Limited and/or suspend its services to me/us if I/we or any Guarantor fails to provide Leveraged Equities Finance Limited with any relevant information that it requests from me/us or any Guarantor.

I/we am/are entitled to see, and to have corrected any information Leveraged Equities Finance Limited holds about me/us.

I/we/agree that, where I/we have given an email address in this application form, Leveraged Equities Finance Limited can send formal notices to me/us at that email address.

### INDIVIDUAL or JOINT APPLICANTS please sign below

Signature	Date	Signature	Date
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### COMPANY APPLICANTS please ensure that at least one Director also completes and signs the Guarantor Section (section 7) and signs below.

Full Name of Director	Full Name of Director
Signature	Signature
Date	Date

### TRUST APPLICANTS please have the Trustees sign below

Trustee Name	Trustee Name
Signature	Signature
Date	Date
Trustee Name	Trustee Name
Signature	Signature
Date	Date

## 7. GUARANTORS (Company applicants must be guaranteed)

I/we understand that by signing below I/we unconditionally and irrevocably guarantee to Leveraged Equities Finance Limited the payment of all moneys due under the LE Shorts Agreement and any other transaction document when they are due and the performance of all obligations under the LE Shorts Agreement and any other transaction document. If the applicant named in Section 1 individual/joint applicant, Section 2 company applicant, Section 3 trust applicant (**delete as appropriate**) ("the Borrower") does not pay Leveraged Equities Finance Limited any moneys when due, I/we will pay as detailed in the disclosure document.

I/we acknowledge that I/we have received a copy of the LE Shorts Agreement. I/we have read and understood the LE Shorts Agreement and agree to be bound by the terms and conditions contained in it.

I/we as Guarantor agree that Leveraged Equities Finance Limited may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as Guarantor for credit applied for, or provided to, the Borrower.

I/we as Guarantor declare that:

- (a) all amounts payable to the issuer of any Collateral have been paid and no issuer holds a lien over such Collateral; and
- (b) all the information I/we have given you is correct and not misleading; and
- (c) I/we will provide you with any information or documents that you may require; and
- (d) I/we have not withheld any information that might have caused you not to enter into the transaction documents with the Borrower or the guarantee with me/us; and neither I/we nor any other person breach any law or any obligation by entering into the guarantee; and my/our obligations under the guarantee are valid and binding; and
- (e) I/we have taken such independent financial and legal advice as I/we think fit prior to entering into the guarantee; and
- (f) I/we will make sure that any new or existing director of the Borrower promptly joins any guarantee if you ask; and
- (g) I/we will promptly pay all amounts due to the issuer of any Collateral which might result in the issuer having a lien over such Collateral; and
- (h) I/we shall do everything necessary to ensure no Collateral is liable to be forfeited; and
- (i) I/we shall not permit or allow any act or omission to occur, which may result in any of your rights or remedies being prejudiced or adversely affected; and
- (j) I/we will tell you if anything has happened which prevents me/us repeating any one or more of the above declarations at any time.

In accordance with the Privacy Act 1993, Leveraged Equities Finance Limited is authorised to:

- (k) Collect and hold personal information about me/us for the purposes of my/our guarantee, administering the Borrower's account, operating the LE Shorts Agreement and for Leveraged Equities Finance Limited's own marketing purposes.
- (l) Record all telephone conversations between me/us and Leveraged Equities Finance Limited for administrative and training purposes.
- (m) Disclose information about me/us where required under any relevant regulations and legislation and to any of the people set out in the disclosure document.
- (n) Disclose information about me/us to the Borrower and/or the authorised agents named in section 9.
- (o) Request me/us at any time to provide the names of one or more credit references to assist in assessing my/our credit worthiness, and to exchange credit information about me/us with them and with credit reporting agencies at any time.
- (p) Terminate the Borrower's account with Leveraged Equities Finance Limited and/or suspend its services to the Borrower if I/we fail to provide Leveraged Equities Finance Limited with any relevant information that it requests from me/us.

I/we am/are entitled to see, and to have corrected any information Leveraged Equities Finance Limited holds about me/us.

I/we agree that, where I/we have given an email address in this application form, Leveraged Equities Finance Limited can send formal notices to me/us at that email address.

I/we agree that if Leveraged Equities Finance Limited approves the Borrower's application, this guarantee remains in force until the LE Shorts Agreement covered by the Borrower's application and any other transaction document terminates, all amounts due under the LE Shorts Agreement and any other transaction document have been paid in full and I/we are formally released from my/our guarantee obligations.

### SIGNED as a deed by the Guarantor(s):

Signature of Guarantor	Date	Signature of Guarantor	Date
Full Name of Guarantor		Full Name of Guarantor	
Occupation		Occupation	
Address		Address	
City/town of residence		City/town of residence	

### IN THE PRESENCE OF:

Signature of Witness	Date	Signature of Witness	Date
Witness Name		Witness Name	
Occupation		Occupation	
Address		Address	
City/town of residence		City/town of residence	

### PLEASE SEND YOUR APPLICATION TO:

Leveraged Equities Finance Limited, PO Box 621, Level 21, Vodafone on the Quay, 157 Lambton Quay, Wellington.