

# Application for an Australian Resident Company/Partnership/Trust to Open an Account

**PLEASE COMPLETE ALL OF THE FOLLOWING DOCUMENTS IN FULL AND RETURN TO CMC:**

- 1A. This Application for an Australian Resident Company/Partnership/Trust completed where applicable and signed on page 6 by all directors, trustees or partners, as the case requires (if there is insufficient space on the Application, please provide the information on separate pages and attach them to the Application).
- 1B. Details of all directors, shareholders, partners and/or trustees of the Customer (refer to pages 3 to 4 of this Application).
- 1C. Details of all authorised persons (refer to page 5 of this Application).
2. The separate Intermediate Customer Notice completed and signed.
3. Evidence of company's incorporation/registration (e.g. certificate of incorporation).
4. Constitution, trust deed, partnership agreement or comparable documents, including all amending documents.
5. Latest report and accounts/financial statements.
6. Proof of identity for each individual director, secretary, partner and/or shareholder (A certified copy of the individual's passport or drivers licence is required in addition to a copy of a bank statement or utility bill showing the individual's address).

**WARNING: YOUR ACCOUNT WILL NOT BE OPENED UNLESS WE RECEIVE ALL OF THE ABOVE DOCUMENTS COMPLETED IN FULL AND SIGNED.**

**Please tick one of the following boxes:**

The Applicant is an Australian incorporated entity or resident.

The Applicant is not an Australian incorporated entity or resident.

**Important Notice**

*The Product Disclosure Statement, CMC Terms of Business, Intermediate Customer Notice and Australian Addendum should all be read in their entirety. Before applying, you must in conjunction with your advisers, give consideration to your objectives, financial situation and needs and the significant risks of loss which accompany the prospects of profit associated with dealing in CMC products and form the opinion that dealing in CMC products is suitable for your purposes.*

**CMC's Privacy Policy**

All information given will be treated in accordance with CMC's privacy policy which can be found in the Product Disclosure Statement and on CMC's website.

Please complete ALL sections of this form. CMC Group Plc (CMC) requires the following information to process your application in accordance with the rules of the Financial Services Authority of the United Kingdom. When completed, this application will form part of your Agreement with CMC. Please print or type, and tick  where applicable.

**CMC WILL ONLY DO BUSINESS WITH A CUSTOMER FOR WHOM IT CONSIDERS SUCH BUSINESS TO BE SUITABLE AND IN ASSESSING SUITABILITY, WILL RELY ON THE INFORMATION PROVIDED BY THE CUSTOMER IN ITS APPLICATION FORM. FOR THIS REASON, IT IS ESSENTIAL THAT YOU IMMEDIATELY ADVISE US IN WRITING (FAX OR EMAIL IS ACCEPTABLE) IF THERE IS SUBSEQUENTLY ANY SIGNIFICANT ADVERSE CHANGE IN THE INFORMATION WHICH YOU HAVE PROVIDED.**

**I GENERAL INFORMATION**

1. Name of Company/Partners/Trustees:

  
  
  

2. Account Reference:

(The name of the trust or partnership)

3. Registered address:

  
  

Principal place of business (if different):

  
  

4. Email Address:

5. Telephone No: BH:

AH:

6. Mobile No:

7. Facsimile No:

8. Principal type of business:

9. Complete A, B or C as appropriate:

(Section A must be completed where the partner of a Partnership or a trustee of a Trust is a company. Where there is more than one company acting as partner or trustee, please provide the information required by Section A on a separate page for each additional company.)

**A. COMPANY INFORMATION**

(i) Country of Incorporation:

(ii) Date of Incorporation:

(iii) Company Registration No:

(iv) Ownership:  Public  Private

(v) Number of shareholders:  1-20  More than 20

Name and percentage shareholding of each shareholder:

(If there are more than 5 shareholders please provide the information required on a separate page for each additional shareholder.)

**Name** **% Holding**

Name	% Holding
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

(vi) Name of controlling individual/entity (if applicable):

(vii) Name and address of each director:

(Proof of identity must be provided for each director. Refer to Item 6 on page 2.)

Name:

Address:

  

Name:

Address:

  

Name:

Address:

  

Name:

Address:

  

(viii) Name and address of each secretary:

(Proof of identity must be provided for each secretary. Refer to Item 6 on page 2.)

Name:

Address:

  

Name:

Address:

  

**B. PARTNERSHIP INFORMATION**

Name and address of each partner:

(Proof of identity must be provided for each individual partner. Refer to Item 6 on page 2.)

Where a company is a partner, Section A must be completed for that partner.)

Name:

Address:

  

Name:

Address:

Name:

Address:

Name:

Address:

(Please attach a copy of the Partnership Agreement and any amendments to the Agreement)

### C. TRUST INFORMATION

Name and address of each trustee.

(Proof of identity must be provided for each individual trustee. Refer to Item 6 on page 2.

Where a company is a trustee, Section A must be completed for that trustee.)

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

(Please attach a copy of the Trust Deed and any amendments to the Trust Deed)

**The directors, partners and/or trustees of the Customer by signing on page 6 of this Application warrant that the Customer's governing documents permit it to deal in futures, options, contracts for difference and foreign exchange and undertake other transactions with CMC. If you are unsure whether the Customer's governing documents permit it to do so, you should obtain legal advice.**

### II INVESTMENT SERVICES

1. Is Foreign Exchange trading your principal business?

Yes  No

If no, please complete the following:

2. Is Contracts for Difference trading or Financial Spread Betting your principal business?

Yes  No

3. Will the account be used for hedging as part of your main business?

Yes  No

### III ADDITIONAL INFORMATION

Address to which statements, notices and other correspondence should be sent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the attention of:

Email Address:

Telephone No:

Facsimile No:

### IV GENERAL DISCLOSURE

1. Do you have a pending litigation, disputed accounts or other unresolved matters with other share, futures or foreign exchange brokers?

Yes  No

If yes, please briefly describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Does this account or parties to this account control or have financial interest in the trading of any other accounts within this firm?

Yes  No

If yes, name and number of other accounts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Do any persons guarantee the account?

Yes  No

If yes, please give details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Are you or have you been within the past three years a member of any stock or futures exchange or licensed as a securities dealer, investment adviser, futures broker or adviser or responsible entity under the Corporations Act?

Yes  No

If yes, please give brief description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever been subject to bankruptcy/insolvency proceedings?

Yes  No

If yes, please give details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## V PREVIOUS TRADING EXPERIENCE

Please tick as appropriate:

### Share Trading

none  less than 6 months  6 months – 2 years  
 More than 2 years

Name of firm:

Approximate frequency of dealing:

Period traded:

Approximate size of average deal:

### Spot & Forward Foreign Exchange

none  less than 6 months  6 months – 2 years  
 More than 2 years

Name of firm:

Approximate frequency of dealing:

Period traded:

Approximate size of average deal:

### Contracts for Difference

none  less than 6 months  6 months – 2 years  
 more than 2 years

Name of firm:

Approximate frequency of dealing:

Period traded:

Approximate size of average deal:

### OTC & Other Off Exchange Contracts (including Bullion)

none  less than 6 months  6 months – 2 years  
 more than 2 years

Name of firm:

Approximate frequency of dealing:

Period traded:

Approximate size of average deal:

### Financial Futures & Options

none  less than 6 months  6 months – 2 years  
 more than 2 years

Name of firm:

Approximate frequency of dealing:

Period traded:

Approximate size of average deal:

### Commodity Futures & Options

none  less than 6 months  6 months – 2 years  
 more than 2 years

Name of firm:

Approximate frequency of dealing:

Period traded:

Approximate size of average deal:

## Stock Options & Stock Index Options

none  less than 6 months  6 months – 2 years  
 more than 2 years

Name of firm:

Approximate frequency of dealing:

Period traded:

Approximate size of average deal:

## Financial or Spread Betting

none  less than 6 months  6 months – 2 years  
 more than 2 years

Name of firm:

Approximate frequency of dealing:

Period traded:

Approximate size of average deal:

## VI AUTHORISED PERSONS

By signing on page 6, the Customer certifies to CMC that the persons whose names appear below are authorised to:

- place orders with, and give oral, written or electronic instructions to, CMC;
- act on behalf of the Customer for all purposes in connection with the account(s) established with CMC; and
- sign on behalf of Customer notices, certificates and other documents required by or contemplated under all agreements in respect of the account(s), in addition to certifying that the true signature of each authorised person is shown below, underneath his or her name, and that CMC may rely on this certificate until such time as it receives another certificate bearing a later date.

Print Name:

Title:

Signature:

Email Address:

Telephone No:

Mobile No:

Facsimile No:

Print Name:

Title:

Signature:

Email Address:

Telephone No:

Mobile No:

Facsimile No:

Print Name:

Title:

Signature:

Email Address:

Telephone No:

Mobile No:

Facsimile No:

## VII TFN & ABN NOTIFICATION

### TFN, Exemption or ABN

Please provide the Customer's tax file number (TFN) or exemption category or Australian business number (ABN) below. Collection of TFNs is authorised and their use and disclosure regulated by taxation laws and the Privacy Act.

### Quotation of TFN

Quotation of your TFN is not compulsory and will not affect your application. However, if no TFN is quoted, tax may be taken out of any interest paid to you at the highest marginal tax rate plus the Medicare levy.

### Exemptions

For details about exemption categories, you should contact your financial advisor or the Australian Taxation Office.

If the account is held by an organisation not required to lodge a tax return, write the reason why the organisation is not required to lodge a tax return in the space for the exemption.

### TFN (Exemption) and ABN of Company, Trust or Partnership

Full Customer Name (please print):

Tax File Number or Exemption Reason:

Declaration: By signing on this page, the Customer authorises the application of the tax file number to all accounts in the Customer's name now open and that the Customer may open in the future:

Yes  No

ABN (if you have one):

## VIII ACCURACY OF INFORMATION

By signing on this page the Customer represents and warrants to CMC that the information contained in this Application is true and accurate and it will promptly notify CMC in writing if any of the information contained in this Application materially changes or ceases to be true and correct.

By signing below:

### 1. Resolutions

I/We and the Customer certify that at a meeting of the directors/partners/trustee of:

(the Customer)

held on  at which a quorum was present.

It was resolved:

- to establish and maintain one or more accounts with CMC for the purposes of dealing in futures, options, contracts for difference, foreign exchange and other services.
- to execute, deliver and perform all agreements in respect of the account(s) and any other documents to be delivered in connection with such agreements and account(s).
- to authorise the persons named in the Certificate of Authorised Persons on page 5 to act on the Customer's behalf for all purposes in connection with the account(s).
- to take all action necessary to give full effect to this resolution.

### 2. Further Warranties

I/We and the Customer further represent and warrant to CMC that:

- the above resolutions and the dealing in futures, options, contracts for difference and foreign exchange (or other transactions to be undertaken by CMC on the Customer's behalf) are authorised by the Customer's governing documents and that no limitation has been imposed on this authority.
- we are authorised to make these resolutions on behalf of the Customer.
- each of the officers who signs below has been duly elected or appointed and holds the position adjacent to their name.

### 3. Accuracy of Information

I/We and the Customer represent and warrant to CMC that:

- the information contained in this Application is true and accurate and it will promptly notify CMC in writing if any of the information contained in this Application materially changes or ceases to be true and correct.
- the details provided to CMC during the application process are complete and accurate, and fulfil the warranties as described in section 37 of the Terms of Business.

### 4. Authorised Persons & TFNs

I/We and the Customer make the statements and declarations on page 5 (Authorised Persons) and this page (Tax File Number).

### 5. CMC Terms & Conditions

I/We and the Customer agree that CMC will provide its services to the Customer on the terms and conditions of the CMC Terms of Business, Intermediate Customer Notice and Australian Addendum (CMC Agreement), as amended from time to time.

- I/We and the Customer declare to CMC that we have read and understood the documents comprising the CMC Agreement.
- The Customer consents to being treated as an Intermediate Customer.
- The Customer consents to its money being treated outside the FSA Client Money Rules.

### 6. Risks

I/We and the Customer acknowledge and declare to CMC that I/we and the Customer:

- have given consideration to the Customer's objectives, financial situation and needs and the significant risks of loss which accompany the prospects of profit associated with dealing in CMC products and have formed the opinion that dealing in CMC products is suitable for the Customer's purposes.
- were advised by CMC to obtain independent legal and financial advice concerning the Product Disclosure Statement and the CMC Agreement.
- obtained appropriate and sufficient advice concerning the terms of the Product Disclosure Statement and the CMC Agreement.
- received and read the Product Disclosure Statement, in particular section 6 which deals with the risks of dealing in CMC products.

### 7. Privacy Policy

I/We and the Customer consent to the CMC Group collecting, maintaining, using and disclosing personal information about us and provided by us or by another person as described in the Product Disclosure Statement.

### 8. Electronic Application Form

If this is an Application Form that I/we and the Customer downloaded or received electronically, I/we and the Customer acknowledge and declare to CMC that either, I/we downloaded and read the electronic versions of the Product Disclosure Statement and the documents comprising the CMC Agreement or received personally and read the paper copies of those documents.

Signature:

Title:

Print Name:

Date:

Signature:

Title:

Print Name:

Date:

Signature:

Title:

Print Name:

Date:

Signature:

Title:

Print Name:

Date:



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Australian Financial Services Licensee No. 220767

CMC Group Plc (ARBN 098 199 029)

CMC Group Plc is a company incorporated in England with limited liability and regulated by the Financial Services Authority of the United Kingdom and the Australian Securities and Investments Commission.