



# Bacera Co Pty Ltd

**CORPORATE ACCOUNT APPLICATION**

**ACN: 130 877 137**

**AFS LICENCE NO: 328794**

**ISSUER: BACERA CO PTY LIMITED**

**ISSUE DATE: July 1<sup>st</sup>, 2009**

## CORPORATE ACCOUNT APPLICATION FORM

Please answer all questions fully.

<b>Please select a PASSWORD</b> (can only contain alphanumeric characters (a-z,A-Z,0-9) and must be between 4-10 characters)	<b>Email Address (Required)</b>	
<b>Security Question:</b> <input type="checkbox"/> What is your Mother's maiden name? <input type="checkbox"/> What is your pet's name? <input type="checkbox"/> What is your nickname?	<b>Security Answer:</b>	
<b>Company, Incorporated Association or Body Information</b>		
Name of Company, Incorporated Association or Body: _____ or  Name of Trust, Partnership, or Business: _____  Name of Contact Person: _____		
<b>ABN, ACN, ARBN if applicable</b>		
<b>Tax File Number or Reason for Exemption</b>	<b>Country where Business Is Registered or Incorporated</b>	
<b>Registered Address</b>		
<b>Registered Address 2<sup>nd</sup> Line</b>		
<b>City/Suburb</b>	<b>State/Province</b>	<b>Post/Zip Code</b>
<b>Company Telephone No.</b>	<b>2<sup>nd</sup> Company Telephone No.</b>	<b>Company Fax No.</b>

Banking Information	
Bank Name	Bank Address
Bank Account Number	Name of Account Holder (Beneficiary)
SWIFT Code, BSB, or ABA Number	Person to Contact at Bank
Financial Information	
<p><b>1. What is your company's estimated annual revenue?</b></p> <p><input type="checkbox"/> Under \$25,000</p> <p><input type="checkbox"/> \$25,000 - \$49,999</p> <p><input type="checkbox"/> \$50,000 - \$99,999</p> <p><input type="checkbox"/> \$100,000 - \$249,999</p> <p><input type="checkbox"/> \$250,000 - \$1,000,000</p> <p><input type="checkbox"/> Over \$1,000,000</p> <p><b>2. Net worth (assets minus liabilities)</b></p> <p><input type="checkbox"/> Under \$25,000</p> <p><input type="checkbox"/> \$25,000 - \$49,999</p> <p><input type="checkbox"/> \$50,000 - \$99,999</p> <p><input type="checkbox"/> \$100,000 - \$249,999</p> <p><input type="checkbox"/> \$250,000 - \$1,000,000</p> <p><input type="checkbox"/> Over \$1,000,000</p> <p><b>3. Liquid assets (assets that can be quickly converted to cash)</b></p> <p><input type="checkbox"/> Under \$25,000</p> <p><input type="checkbox"/> \$25,000 - \$49,999</p> <p><input type="checkbox"/> \$50,000 - \$99,999</p> <p><input type="checkbox"/> \$100,000 - \$249,999</p> <p><input type="checkbox"/> \$250,000 - \$1,000,000</p> <p><input type="checkbox"/> Over \$1,000,000</p>	<p><b>4. Risk Capital, including initial deposit.</b></p> <p><input type="checkbox"/> Under \$25,000</p> <p><input type="checkbox"/> \$25,000 - \$49,999</p> <p><input type="checkbox"/> \$50,000 - \$99,999</p> <p><input type="checkbox"/> \$100,000 - \$249,999</p> <p><input type="checkbox"/> \$250,000 - \$1,000,000</p> <p><input type="checkbox"/> Over \$1,000,000</p> <p><b>5. Has your Company ever declared bankruptcy?</b></p> <p><input type="checkbox"/> YES      <input type="checkbox"/> NO</p> <p>If YES, provide date and detail (attach letter if necessary)</p> <p>_____</p> <p><b>6. Do you have or have you ever had any other account(s) with Bacera?</b></p> <p><input type="checkbox"/> YES      <input type="checkbox"/> NO</p> <p>If YES, Account Number(s):</p> <p>_____</p>

## Designated Director Trading Experience

1. Do you understand the nature of margined transactions?

YES       NO

2. Do you understand the risks involved in margined transaction?

YES       NO

3. Do you have experience of trading margined product e.g. spot/forward FX, FX options or futures?

YES       NO

If YES:

I) What type of investments do you have experience in?

<input type="checkbox"/> Securities	Years? _____	<input type="checkbox"/> Options	Years? _____
<input type="checkbox"/> Commodities	Years? _____	<input type="checkbox"/> Futures	Years? _____
<input type="checkbox"/> Currencies	Years? _____	<input type="checkbox"/> FX products	Years? _____

II) How frequently do you trade and what is your average deal size?

III) Which banks/companies have you traded with before?

4. Do you have any other relevant investment experience?

YES       NO

If YES, Please give details:

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## Tax Filing Number & Australian Business Number Notification

For Australian Clients Only -

Collection of Tax Filing Numbers (“TFNs”) is authorized by law, their use and disclosure is regulated by taxation laws and the Privacy Act. It is an offense if you choose not to provide your TFN or ABN. If no TFN or a valid exemption is provided, tax may be taken out of any interest paid to you at the highest marginal tax rate plus the Medicare levy and forwarded to the Australian Taxation Office.

## Privacy

The information in this Application Form and any other information provided by the applicant in connection with this account are for the purpose and processing of your account application and to comply with certain laws and regulations. Bacera Co Pty Ltd may use this information to send clients details of other services provided by the company. Full details of our privacy policy are available in our Company Product Disclosure Statement.

Bacera will maintain records of all transactions and activities on accounts with Bacera, including details of contracts traded and margin calls made. During the course of a relationship with Bacera, information about products and services utilized by the client will be kept on record.

When assessing a client application, Bacera may also collect information about the prospective client from publicly available sources.

Client personal information will be treated strictly in accordance with the National Privacy Principles in the Australian Privacy Act. An Australian resident customer may at any time, upon request, gain access to the information that the Bacera holds about him or her in accordance with the National Privacy Principles as described below.

## Acknowledgements and Declarations

The Client acknowledge and declare to Bacera that in signing this application form:

1. The client has read, understood and agrees to be bound by the documents comprising the Bacera Client Agreement, including the Financial Services Guide (FSG) and Product Disclosure Statement (PDS).

2. The Client has obtained appropriate sufficient advice from an independent expert on potential obligations and liabilities relating to transactions on this account.
3. The Client is advised by Bacera to obtain independent legal advice concerning the opening of an off-exchange, derivatives trading account with the Company.
4. The Client declares that before completing this Application Form, he has received and read the FSG and PDS provided by Bacera, and understands the risk associated with investing in the financial products discussed in the FSG and PDS.
5. The Client has given consideration to their objectives, financial situation and needs and the significant risks of loss which accompany the prospects of profit associated with dealing in financial products with Bacera and have formed the opinion that dealing in such products is appropriate for their investment purposes.
6. The Client declares that all information provided in this Application Form is true and correct to the best of their knowledge.
7. The Client will promptly notify Bacera in writing if any of the information contained in this application form materially changes or ceases to be correct.
8. The Client acknowledges that Bacera may accept or reject this account application at its complete discretion and may with the Client’s consent amend this application form.
9. If the Client’s application for an account is accepted, the Agreement, comprising of Bacera’s FSG and PDS is deemed to be entered into between the Client and Bacera. An account will be opened in the Client’s name in accordance with the relevant Terms and Conditions.

Client Initials: \_\_\_\_\_

10. The Client acknowledges that neither Bacera nor any associated entity:
  - i) guarantees the performance of any given financial product or account;
  - ii) guarantees that any financial product or account will achieve a particular rate of return.

**COMPANY OFFICER SIGNATURE PAGE**

I declare that the information provided in this application to the best of my knowledge is wholly true. I acknowledge I have read the above Declarations, as well as Bacera's Financial Services Guide ("FSG") and Product Disclosure Statement ("PDS"), and understand them fully. If at any time the information contained herein should change I will notify you immediately in writing.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

PRINT FULL NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

PRINT FULL NAME \_\_\_\_\_

TITLE \_\_\_\_\_

<b>FOR OFFICE USE ONLY</b>
<b>PROCESSED BY</b>
_____
<b>Account Representative</b>
_____
<b>Date</b>
_____

<b>APPROVED BY</b>
<b>COMPLIANCE DEPARTMENT</b>
_____
<b>OFFICE MANAGER</b>
_____

# Corporate Account Resolution

To be signed by one Director (of Company or Incorporated Association)

I, the undersigned Director of the undersigned corporation (the "Corporation"), organized under the laws of the governing body specified below do hereby certify that at a meeting of the Board of Directors of the said Corporation, held in accordance with its charter and by-laws on the date at which a quorum was at all times present and acting, the attached resolutions were duly adopted, that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the charter or by-laws of said Corporation.

- 1) All Directors have reviewed and considered the risk associated with opening an account with Bacera and trading on off-exchange, over-the-counter FX and CFD contracts with Bacera. The Corporate Account Application is being submitted to Bacera with the consent of the entire Board.
- 2) The Board has authorized one or more Director to manage the Account on behalf of the Corporation. The Board directs Bacera to act on all orders and instructions issued by the designated Directors on the Online Trading Platform or via telephone with the Live Dealing Desk, and to assume, with no further inquiry, that the Corporation has authorized such actions.
- 3) The Corporation will pay all fees, commissions and mark ups or downs incurred in connection with trading off-exchange, over-the-counter FX and CFD contracts with Bacera.
- 4) The Corporation authorizes Bacera to act on all orders and instructions from each Designated Director or Officer of the Corporation via the Online Trading Platform or through the Dealing Desk. In the event of instructions not provided via the Online Trading Platform or Dealing Desk and/or instructions provided by individuals other than the undersigned, Bacera requires that the Corporation provide a list of other Directors or Officers who may act on the account as other Authorized Signatories.  
  
(Please attach a list of other Authorized Signatories.)
- 5) The Corporation agrees to indemnify Bacera and its associates from any losses, expenses, costs, damages or liabilities incurred by Bacera because of the Corporation's breach of the Client Agreement, unless such losses, expenses, costs, damages or liabilities are incurred as a result of Bacera's gross negligence or willful default.

I further certify that the Board of Directors of this Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons designated who have full power and lawful authority to exercise the same.

DIRECTOR'S SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

PRINT FULL NAME \_\_\_\_\_

DATE \_\_\_\_\_

## **Guarantee and Indemnity**

### **Introduction**

Bacera requires that all Applications submitted by a Company, Incorporated Association, Trust, Partnership, or other Business the obligations of the applying entity must be guaranteed by each of its Directors. Each Guarantor must sign this Guarantee and Indemnity form. Please provide details and signatures of all guarantors and witnesses.

### **Date**

This Deed is made as of the day it is executed by Bacera Co Pty Ltd ACN 130 877 137, ASFL 328794.

### **Parties**

Bacera, the persons identified in the Account Application as the Applicant(s), and the persons identified in this document as the Guarantor(s), hereby agrees to the following acknowledgements:

### **Acknowledgements**

#### **1. Guarantee**

The Guarantor guarantees to Bacera the payment of monies and the observance of all conditions and provisions of any agreement between the Client and Bacera to be promptly and dutifully paid, performed, and observed by the Client. Should the Client not fulfill their financial obligations to Bacera in accordance with the terms and conditions of their Trading Account, then the Guarantor agrees to pay Bacera on demand.

#### **2. Indemnity**

**2.1** The Guarantor indemnifies and agrees to keep Bacera indemnified against any failure on the part of the Client to pay Bacera any monies that are or become due and payable by the Client to Bacera in regards to their Trading Account or any other business conducted with Bacera.

**2.2** The Guarantor indemnifies and agrees to keep Bacera indemnified against all losses, suits, claims, costs, damages, and related expenses suffered by Bacera because of action taken by the Client in relation to any agreements between the Client and Bacera.

**2.3** The Guarantor indemnifies and agrees to keep Bacera indemnified against any loss suffered by Bacera because they Client can not fulfill their obligations set forth in the Client Agreement, regardless of the reason for default of these obligations.

#### **3. Further Indemnity**

**3.1** The Guarantor agrees that this Guarantee and Indemnity is a principal obligation, immediately enforceable against the Guarantor and the Guarantor as principal debtor must pay to Bacera on demand a sum equal to the amount of any loss described in clauses 2(b) and 2(c) and shall indemnify Bacera against all and any obligations (contingent or actual) of the Client to Bacera.

**3.2** The Guarantor agrees that this Guarantee and Indemnity shall not be affected in any way by any moratorium or by any delay period of grace or other indulgence given or allowed by Bacera to the Client or the Guarantor.

**3.3** The Guarantor agrees that this Guarantee and Indemnity is in addition to and not in substitution for any other security which Bacera may hold (including any other indemnity from any person) and this Indemnity may be enforced against the Guarantor without first having recourse to any such security or taking any steps or proceedings against the Client or any other Guarantor.

**3.4 The Guarantor is aware of the terms and conditions of appointment of Bacera to act for and on behalf of the Client on any account and in any capacity whatsoever.**

**3.5 The Guarantor agrees that whatsoever executes this Guarantee and Indemnity on behalf of the Guarantor has the power and authority of the Guarantor to do so.**

**3.6 The Guarantor agrees that the Guarantor shall obtain all necessary governmental approvals and authorizations and take any such other actions as may be necessary to enable it to discharge its obligations under this Guarantee and Indemnity.**

**Authorizations**

**In the event of the Guarantor being an Individual, or Individuals, this Guarantee must be executed by that Individual or Individuals. Should the Guarantor be a Company, Incorporated Association, Trust, Partnership, or other Business this Guarantee must be executed under the common seal of the Company, Incorporated Association, Trust, Partnership, or other Business or on its behalf by its Directors having power and authority to do so, proof of which must be provided to Bacera. Please provide details and signatures of all guarantors and witnesses. Attach additional names and signatures as necessary.**

**1<sup>st</sup> Guarantor:**

**SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

**PRINT FULL NAME \_\_\_\_\_**

**DATE OF BIRTH \_\_\_\_\_ GENDER \_\_\_\_\_**

**RESIDENTIAL ADDRESS \_\_\_\_\_**

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

**1<sup>ST</sup> Guarantor Witness:**

**SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

**PRINT FULL NAME \_\_\_\_\_**

\_\_\_\_\_

**2<sup>ND</sup> Guarantor:**

**SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

**PRINT FULL NAME \_\_\_\_\_**

**DATE OF BIRTH \_\_\_\_\_ GENDER \_\_\_\_\_**

**RESIDENTIAL ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2<sup>ND</sup> Guarantor Witness:**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT FULL NAME** \_\_\_\_\_  
\_\_\_\_\_

**3<sup>rd</sup> Guarantor:**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT FULL NAME** \_\_\_\_\_

**DATE OF BIRTH** \_\_\_\_\_ **GENDER** \_\_\_\_\_

**RESIDENTIAL ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3<sup>rd</sup> Guarantor Witness:**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT FULL NAME** \_\_\_\_\_

### **Account Opening Checklist**

- ⋮ Applicants must acknowledge they have received and read the entire Bacera Client Agreement, including the Financial Services Guide, Product Disclosure Statement, Terms and Conditions within the PDS.**
- ⋮ Applicants must provide all contact and personal information requested in the Client Application.**
- ⋮ Applicants must provide all financial information requested within the Client Application, including assets, liabilities, income and previous investment experience.**
- ⋮ If the Applicant is opening a Corporate Account, one Director must sign the Board Resolution.**
- ⋮ Applicants must provide at least two forms of ID, either two primary forms (driver's license and passport) or one primary and one secondary form (utility bill).**
- ⋮ A Guarantor must sign the Guarantee, accompanied by a witness, for all Corporate Applicants.**
- ⋮ All Corporate Applicants must provide ID for at least two directors.**

## NOTICE TO CUSTOMERS

**Bacera Co Pty Ltd hereby declares that we have never authorized or delegated any enterprise, organization or individual or any affiliated company, organization or individual of our company to carry out any financing agency service in any form. Please do not entrust any affiliated company, organization or individual of our company or any employee of such affiliated company or organization to carry out any financing agency service on your behalf. In case of any losses or damages resulting there from, our company, as well as our affiliated companies and organizations will not be liable for these losses and damages.**

**Client Name (please print)** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_