

## CERTIFIED BOARD RESOLUTION

I \_\_\_\_\_ Company Secretary of \_\_\_\_\_ (the "Company")  
(Name) (Name of Company)

certify to Kinetic CFD that the following resolutions were duly passed by the Directors of the Company at a meeting held on

\_\_\_\_\_  
(Date)

### IT WAS RESOLVED as follows:

1. That account(s) (the "Account(s)") be opened with Kinetic CFD in the name of the Company for the purpose of entering into Margin Trading contracts and any transactions related or ancillary to any of the contracts.
2. That an agreement be entered into with Kinetic CFD in connection with the opening of the Accounts in such form as Kinetic CFD shall require (the "Agreement") and that all transactions entered into by the Company shall be subject to the terms of the Agreement as amended from time to time.
3. That each of the persons whose names and specimen signatures appear below (the "Authorised Signatories") shall be and are hereby jointly and severally authorised to sign any document in connection with the opening or operation of the Account(s), including (but without limitation) the Agreement and any document creating, perfecting or relating to any mortgage, charge or encumbrance over the Company's assets and to give any oral or written instructions to Kinetic CFD with respect to the Account(s) including (but without limitation) instructions to effect or otherwise enter into transactions with or on behalf of the Company.

(i) \_\_\_\_\_  
Print Name & Title of Authorised Signatory Specimen Signature

(ii) \_\_\_\_\_  
Print Name & Title of Authorised Signatory Specimen Signature

4. That any transactions of any description whatsoever previously entered into by the Company with or through Kinetic CFD be and are hereby ratified and approved.
5. That these Resolutions be communicated to Kinetic CFD and shall remain in force and that Kinetic CFD shall be entitled to rely on the same until an amending resolution shall be passed and a copy certified by an officer of the Company shall have been received by Kinetic CFD.

I further certify that there is no legal or other reason why the Company should not conduct Margin Trading business.

\_\_\_\_\_  
Signature of Company Secretary

\_\_\_\_\_  
Date

## COMPANY INFORMATION

### 1 Company Details

Name of Company:

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Registered address:

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Postcode:

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Business (mailing) address:

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Postcode:

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ACN:

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### 2 Contact Numbers

Telephone (office hours):

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Telephone (out of hours):

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Fax:

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Email address (mandatory):

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### 3 Bank Details

Name of Bank/Building Society:

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Address of Bank/Building Society:

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Postcode:

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Account name:

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A/c No.:

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BSB No.:

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Approx. funds available to the  
Company's trading with Kinetic CFD: **A\$**

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## SUPPORTING DOCUMENTATION

The following supporting documentation should accompany the Company's completed account Application Form:

- Certificate of Incorporation
- Replaceable Rules, Constitution or Memorandum and Articles of Association (as the case may be)
- Last audited Financial Statements (if any)
- Last Company Statement filed with the Australian Securities and Investments Commission
- Proof of Registered and Trading Address(es) of the Company (if different to those shown on the Last Company Statement)
- Proof of identity of one Director or if more than one Director appointed, two Directors
- Details of Beneficial Owners (eg shareholders) of the Company (if different to those shown on the Last Company Statement)
- Annexed Guarantee and Indemnity completed and signed by one Director or if more than one Director appointed, by two Directors, before an independent adult witness

**WE ARE NOT ABLE TO OPEN AN ACCOUNT WITHOUT SUPPORTING DOCUMENTATION**

## IDENTIFICATION OF DIRECTOR(S)

We will verify a Director's identity before trading can occur on the account. To do this we will use a combination of electronic identification methods and documents where necessary.

### Director 1:

Do you have an Australian Driver's Licence  Yes  No

If yes, please provide your  
Driver's Licence Number:

### Director 2:

Do you have an Australian Driver's Licence  Yes  No

If yes, please provide your  
Driver's Licence Number:

Further documentation verifying your identity may be required during our account opening process.

## INVESTMENT EXPERIENCE

### Does the Company:

1. Understand the nature and risks of margined (or geared) transactions?  Yes  No

2. Have experience of trading margined (or geared) products; for example spot FX, futures, options, warrants or spread betting?  Yes  No

If yes: What type of investments does the Company have experience of?

How many years' experience does the Company have, and approximately how often does it deal?

Which banks, brokers or counterparties has the Company dealt with?

3. Have experience of dealing shares on an ungeared basis?  Yes  No

If yes: In what capacity does the Company deal: execution-only, advisory or discretionary?

How many years' experience does the Company have, and approximately how often does it deal?

Which banks, stockbrokers or counterparties has the Company dealt with?

4. Have any other relevant investment experience?

5. Have any Directors been made bankrupt in the past?  Yes  No

If the answer is yes, please give details:

## DECLARATIONS

I/we have received and understood the Kinetic CFD Product Disclosure Statement, including the Customer Agreement. I/we hereby consent to be bound by the terms of the Customer Agreement in my/our dealings with Kinetic CFD.

I/we confirm that I/we will not supply, show or make available or permit to be supplied, shown or made available any market data from any service therefore, provided by Kinetic CFD, to any third party in any manner. I/we will not use any data from the service to establish, maintain or provide, or assist in providing a market for trading in securities or other financial instruments which is not authorised by law.

> Signature \_\_\_\_\_ Date \_\_\_\_\_

> Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return completed form to Kinetic CFD, GPO Box 2518, Sydney, NSW 2001, Australia

Please note that confirmations and statements are automatically sent by email. To alter how you receive communications, please call us on 1300 306 114.

# DEED OF GUARANTEE & INDEMNITY IN FAVOUR OF KINETIC CFD

## Guarantee in favour of:

IG Markets Limited (ABN 84 099 019 851) a company incorporated in England and registered as a foreign company trading as Kinetic CFD ("KC") the registered address of which is Level 7, 417 St Kilda Road, Melbourne in the State of Victoria 3004.

## Guarantee from:

The person(s) named in part 1 of the schedule to this Deed (the "Guarantor(s)").

## Background:

- A. The Company identified and named in part 2 of the schedule to this Deed (the "Customer") has opened an account with KC ("Account") in order to enter into Contracts for Differences ("Transactions") pursuant to the terms and conditions of the KC Customer Agreement ("Customer Agreement").
- B. When the Customer enters into such Transactions it will incur liabilities and obligations to KC pursuant to the terms of the Customer Agreement.
- C. KC has agreed to allow the Customer to open the Account on the condition that the Guarantor(s) agrees to guarantee the due performance of the Customer's obligations arising under the Customer Agreement and the due payment of any amounts owed to KC by the Customer in accordance with the terms of this Deed.

## Guarantee and Indemnity:

The Guarantor(s) agrees as follows:

1. I/we unconditionally and irrevocably guarantee the due and prompt payment of all monies and liabilities that become due and payable by the Customer under the Customer Agreement and the due and punctual performance and observance of all other obligations of the Customer under the Customer Agreement. If the Customer fails, for any reason, to pay any amount guaranteed above when due, I/we shall, as principal obligor, pay that amount to KC on receiving its first written demand and I/we further agree to indemnify KC and keep indemnified KC against all loss and damage incurred by KC by reason of the failure of the Customer to fulfil all its obligations under the Customer Agreement.
2. A certificate in writing signed by KC or on KC's behalf stating the amount at any particular time due and payable by me/us hereunder shall be conclusive evidence of such payment obligation, save in the case of manifest error by KC.
3. My/our liability under this Deed will only be discharged by the receipt by KC of payment of monies owed under this Deed in full. It will not be discharged by any other action, omission or fact and therefore shall not be affected by:
  - 3.1. KC giving time or any other indulgence or forbearance to the Customer;
  - 3.2. the winding-up or re-organisation of the Customer;
  - 3.3. the Customer acting or purporting to act beyond the power conferred upon it by its Replaceable Rules, Constitution or Memorandum and Articles of Association (as applicable) or without the power or authority of its Board of Directors or otherwise by reason of any want of power to enter into any Contract for Difference with KC.
4. Any receipt from any person other than me/us will reduce the outstanding balance only to the extent of the amount received.
5. Before enforcing this Deed KC shall not be obliged to take any action or obtain any judgment, nor make or file any claim in the bankruptcy, dissolution or winding up of the Customer.
6. I/we agree that in any litigation relating to this Deed, the aforesaid obligations or any security therefore, I/we shall waive the right to interpose any defence based upon any statute of limitations or any claim of laches or set-off or counter-claim of any nature.
7. I/we acknowledge that I/we have not relied on any warranty or representation (whether oral or otherwise) made by or on behalf of KC to induce me/us to enter this Deed and that I/we have made and will continue to make, without reliance on KC, my/our own independent investigation of the financial condition and affairs of the Customer and assessment of the creditworthiness of the Customer and further acknowledge that KC has no present or future duty or responsibility to provide me/us with any information relating to the financial condition or affairs of the Customer.
8. No failure or delay by KC in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of waiver of any right or remedy produce its further exercise or the exercise of any other right or remedy.
9. I/we agree to provide KC with such information and copies of such documents as are reasonably requested by KC for the purposes of KC determining whether to enter into, or to continue to rely on, this Deed including, without limitation, evidence showing the Guarantor does in fact have sufficient funds with which to guarantee the obligations of the Customer under this Deed.
10. I/we acknowledge that where there is more than one Guarantor named in this Deed, my/our liability is joint and joint and several.

## Governing jurisdiction

This Deed shall be construed and interpreted according to the laws of the State of Victoria and the Courts of competent jurisdiction in the State of Victoria will have exclusive jurisdiction to hear and determine any dispute arising out of the present Deed except that KC also has the right to pursue its rights under this Deed in any other jurisdiction.

# DEED OF GUARANTEE & INDEMNITY IN FAVOUR OF KINETIC CFD (CONTINUED)

## Executed as a Deed

(i) \_\_\_\_\_  
This Deed is signed by the Guarantor in the presence of \_\_\_\_\_

\_\_\_\_\_  
Name of witness

Address of witness: \_\_\_\_\_

\_\_\_\_\_  
Postcode:

(ii) \_\_\_\_\_  
This Deed is signed by the Guarantor in the presence of \_\_\_\_\_

\_\_\_\_\_  
Name of witness

Address of witness: \_\_\_\_\_

\_\_\_\_\_  
Postcode:

## Schedule

### Part 1: The Guarantor(s)

(i) \_\_\_\_\_  
Name of Guarantor

Address of Guarantor: \_\_\_\_\_

\_\_\_\_\_  
Postcode:

(ii) \_\_\_\_\_  
Name of Guarantor

Address of Guarantor: \_\_\_\_\_

\_\_\_\_\_  
Postcode:

### Part 2: The Company (Customer)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
ACN

Registered address: \_\_\_\_\_

\_\_\_\_\_  
Postcode:

# POWER OF ATTORNEY

THIS POWER OF ATTORNEY is granted on the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_

I/We: \_\_\_\_\_  
(name of client, individual or company) (the 'Customer')

hereby appoint Kinetic Securities Pty Ltd (the 'Attorney') to be the Customer's Attorney for the following purposes:

1. To do business with **Kinetic CFD** (the "Company") pursuant to the customer agreement with IG and in accordance with the rules applicable thereto; and
2. For that purpose to:
  - a. open, operate and close the Customer's account (as appropriate) with the exclusion of cash withdrawals and third party payments;
  - b. deal on the Customer's behalf with the Company which the Attorney undertakes on such terms as the Attorney shall determine in its discretion, including (without limitation) entering into transactions using any electronic or online trading system provided by the Company to the Attorney, or by giving oral or written instructions;
  - c. make margin payments on the Customer's account;
  - d. do anything else contemplated by the customer agreement which is reasonably necessary for the purposes of the Customer's dealing with the Company pursuant to that agreement.
3. The Customer authorises the Company to accept all instructions for its account, whether orally or in writing, from the Attorney and its servants and agents. The Company shall not be obliged to make any enquiry of the Customer or of any other account, account holder or person before acting on such instructions.
4. The Customer accepts full responsibility and liability for all such instructions (and for all transactions that may be entered into as a result) and will indemnify the Company and keep it indemnified against any loss, damage or expense incurred by it as a result of its acting on such instructions. This indemnity shall be effective:
  - whatever the circumstances giving rise to such loss, damage or expense;
  - whatever the knowledge, acts or omissions of the Company in relation to any other account held by any other person or body (including the attorney named above) with the Company.
5. The Customer further agrees that this indemnity shall extend to loss, damage or expense incurred by the Company in reversing incorrect or erroneous instructions submitted by the Attorney that result in a transaction that must, for the protection of the Company or its other customers or for reasons of market integrity, be reversed.
6. The Customer acknowledges and accepts the inherent risk that online or electronic communications may not reach their intended destination or may do so much later than intended for reasons outside your control. The Customer accepts that it bears the risk of the Attorney's instructions being lost for any reason whatsoever (including, without limitation, malfunctions in any electronic or online trading system).
7. The Customer acknowledges and accepts that, in providing an electronic or online trading system to the Attorney, the Company has the right but not the obligation to set limits, controls, parameters and/or other controls on the Attorney's ability to use such a system. The Customer accepts that if the Company chooses not to place any such limits or controls on the Attorney's trading, or if such limits or controls fail for any reason, the Company will not exercise oversight or control over such instructions given by the Attorney and the Customer accepts full responsibility and liability for the Attorney's actions in such circumstances.
8. The Customer undertakes to ratify whatever the Attorney does under the authority or purported authority of this power. The Customer agrees to indemnify the Attorney against all expenses, losses and liabilities incurred by it when acting in pursuance of this power.
9. This authorisation may only be amended or revoked by the Customer in writing. Unless notified otherwise in writing by the Company, any such variation or revocation shall not be effective until two working days after it is received by the Company. The Customer acknowledges that it will remain liable for all instructions given to the Company prior to the revocation/variation being effective, and that it will be responsible for any losses which may arise on any transactions which are open at such time. The Customer will indemnify and keep the Company indemnified in respect of any such losses.
10. This Deed shall be governed by and construed in accordance with the laws of the State of Victoria and I irrevocably submit to the jurisdiction of the Victorian courts in relation to any dispute arising out of this Deed.

## POWER OF ATTORNEY (CONTINUED)

### CUSTOMER

\_\_\_\_\_  
Name of Customer

\_\_\_\_\_  
Customer's Account Number with the Company (if known)

- If the Customer is **an individual**, they should sign once below with a Witness present
- If the Customer is **a company**, then two duly authorised signatories should sign below

> Signature \_\_\_\_\_ Date \_\_\_\_\_

> Signature \_\_\_\_\_ Date \_\_\_\_\_

*in the presence of:*

### WITNESS (NOT REQUIRED IF THE CUSTOMER IS A COMPANY)

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

> Signature \_\_\_\_\_ Date \_\_\_\_\_

### THE ATTORNEY

I, Kinetic Securities Pty Ltd, declare that I am the Attorney referred to above and that the following is my true signature and that, if I am signing on behalf of a company, I am its duly authorised signatory.

> Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Position