

## JOINT ACCOUNT

### To: Kinetic CFD

#### 1. Authorisation

We authorise you to take trades and instructions, whether by telephone or other means, from each or any of us (and for the avoidance of doubt we acknowledge that you will not, except as expressly provided for in this paragraph or paragraph 2, be obliged to accept or act upon any instructions which purport to vary or amend the terms of this form or any other of your standard forms which we may have signed). This authorisation can only be varied with the written consent of all or any one of us and this authorisation, as varied from time to time, shall continue in force until you receive written notice from any one or more of us instructing you not to accept any further trades or instructions.

#### 2. Death

We hereby acknowledge and agree that on the death of any one of us, you may, in the absence of written notice from us or any one of us or the legal personal representatives or trustees of any of us instructing you not to accept further trades or instructions, treat the survivor(s) as having full powers to operate this account and that all monies held by you as standing to the credit of this account and all monies and liabilities due by us to you shall vest in the survivor(s) without prejudice to any right you may have in respect of such credit balance or to any step which you may deem it desirable to take in view of any claim by any person other than the survivor(s).

#### 3. Withdrawal of instructions

Upon receipt of written notice instructing you not to accept any further trades, you shall not, with effect from the date upon which you receive the written variation or notice, accept any instructions from any of us to open new trades.

#### 4. Joint and Several Liability

Liability on the Joint Account is joint and joint and several with all other joint signatories. This means not only that each of us is jointly responsible with the other signatories for any debit balance on the Joint Account but also that each of us will be answerable as an individual for the whole amount outstanding on the Joint Account, even when the account instructions have been given by one of the other signatories.

Any variation or notice provided for in paragraph 3 will not affect our joint and several liabilities for all trades and instructions up to the date upon which you receive the written variation or notice. Once you have received notice to close the account you will only be obliged to accept instructions which relate to the closure of the account and these instructions shall only be given by the Principal Account-holder designated below.

#### 5. Our individual applications

In conjunction with this Joint Account Authorisation, we will sign or have signed an "Application to open an account" as individuals. Some parts of that Application must be cross-referenced in order to address the implications of our joint and several liability in all respects. In addition the form of Customer Agreement in the Product Disclosure Statement must be read to include a statement to the effect that where we are giving instructions on the Joint Account, our liability on the account will be joint and several as provided in paragraph 4 above.

#### 6. Exclusion of liability

We hereby confirm and agree that if Kinetic CFD acts in accordance with such instructions, Kinetic CFD will not be liable to all or any of us or our representatives for any loss, damage or expense which we may incur as a result.

#### 7. Acknowledgement

We acknowledge and accept joint and several liability on the basis mentioned.

(1) Signature \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

(2) Signature \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

(3) Signature \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

(4) Signature \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

## 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