



## **SFE Futures & ASX CFDs**

Account Application

and

Terms & Conditions

ABN 50 001 430 342  
AFS Licence No. 241737  
Participant of ASX Group  
Full Participant of SFE

**Postal Address:**

GPO Box 5258, Sydney NSW 2001

**Street Address:**

Suite 3, Level 16, 1 Alfred Street, Sydney NSW 2000

**Phone:** 1300 886 010 **Phone:** +612 9033 8383

**Fax:** +612 9033 8300

**Website:** [www.morrisonsecurities.com](http://www.morrisonsecurities.com)

**Email:** [morrison.admin@morrisonsecurities.com](mailto:morrison.admin@morrisonsecurities.com)

## HOW TO COMPLETE YOUR APPLICATION FORM

### Section 1 - Account Holder Details

- You must complete this section in full if you would like to open an account with us. Under this section, the Account Holder must provide general information to us about who they are. Where the Account Holder is an individual or there are multiple individuals who are Account Holders, you will need to complete the part headed 'Part A - Individual / Joint Account'. Where the Account Holder is a company you will need to complete the part headed 'Part B - Company Account'. If the Account Holder is a superannuation fund or other form of Trust, you will need to complete the part headed 'Part C - Trust / Trustee accounts (including superannuation funds)' and 'Part A or Part B'. Finally, if the Account Holder is an association, you will need to complete the section headed 'Part D - Association Accounts'. Of course, you only have to complete the Part that relates to your customer type.
- We need to confirm certain details about the Account Holder to satisfy our legal obligations. As a result, you will need to attach a certified copy of certain documents to this application (eg. a certified copy of the Account Holder's current driver's licence if the Account Holder is an individual). Please follow the instructions under the heading 'Identification check' located throughout the various parts of section 1 of this application form in this regard.
- If a Tax File Number is not provided, the registry may withhold the appropriate tax.
- We may need to collect further information from you from time to time in order to comply with our legal obligations.

### Section 2 - Internet Trading Products

- Please complete this section if you wish to trade via the Internet. If you complete this section you will have access to trade via the internet using the relevant product. A username and password will be forwarded to you via email.

### Section 3 - Settlement Details & Request to Receive Funds Electronically

- Please provide us with your bank account details. On your instructions, funds from your trading account will be transferred to this account. If you do not complete this section, funds will be sent via cheque and the appropriate fees would be recovered from your account. Your nominated bank account must be in the same name as the trading account.

### Section 4 - Electronic Confirmation and Communication

- We will send all trade confirmations and make all communications with you on this email address.

### Section 5 - Declaration and Signature/s

- Account Holder/s are required to sign this section in order for Morrison Securities to open your account.

#### Summary:

<b>Individual / Joint / Sole Trader</b>	> Please complete Section 1 (Part A), & 5	<b>Go to pages</b> 1, 2 & 11
<b>Companies</b>		<b>Go to pages</b>
<b>Australian</b>	> Please complete Section 1 (Part B - Part 1), & 5	3, 4 & 11
<b>Foreign</b>	> Please complete Section 1 (Part B - Part 2) & 5	5, 6 & 11
<b>Trust /Trustee</b>	> Please complete Section 1 (Part C),	<b>Go to pages</b> 7 & 8
In addition to Section 1 (Part C):		
For Individual/ Joint trustees:	> Please complete Section 1 (Part A), 4 & 9	1, 2 & 11
For Australian Company Trustees:	> Please complete Section 1 (Part B - Part 1), & 5	3, 4 & 11
For Foreign Company Trustees:	> Please complete Section 1 (Part B - Part 2), & 5	5, 6 & 11
<b>Association</b>	> Please complete Section 1 (Part D), & 5	<b>Go to pages</b> 9,10 & 11
<b>Optional Sections for all Applicants</b>	> Sections 2, 3 & 4	<b>Go to pages</b> 11

Please forward entire completed original application forms including certified copies of IDs to Morrison Securities Pty Limited GPO BOX 5258, SYDNEY NSW 2001 or in person to Suite 3, Level 16, 1 Alfred Street, SYDNEY NSW 2000.

## Section 1 - Account Holder Details

### Part A - Individual / Joint Account

Please complete the details for each Account Holder who is an individual below. If there are more than 2 Account Holders who are individuals, please provide all of the details requested below on a separate sheet.

#### Account Holder 1

##### General information:

Title: Mr  Mrs  Miss  Other

Surname:

Given Name/s:

Other names commonly known by (If Applicable)

Residential Address (not a PO box):

Suburb  State

Postcode  Country

Postal Address (if different to Residential Address):

Suburb  State

Postcode  Country

Phone No.:

Home  Work

Mobile  Fax

Preferred contact number (✓)

Home  Work  Mobile

Date of Birth   
dd mm yyyy

Email

Country of citizenship

Occupation/Industry

Are you an Australian Resident for Tax Purposes:

Yes  No  Tax File No:

If no, please specify your country of residence for Tax Purposes:

#### Account Holder 2

##### General information:

Title: Mr  Mrs  Miss  Other

Surname:

Given Name/s:

Other names commonly known by (If Applicable)

Residential Address (not a PO box):

Suburb  State

Postcode  Country

Postal Address (if different to Residential Address):

Suburb  State

Postcode  Country

Phone No.:

Home  Work

Mobile  Fax

Preferred contact number (✓)

Home  Work  Mobile

Date of Birth   
dd mm yyyy

Email

Country of citizenship

Occupation/Industry

Are you an Australian Resident for Tax Purposes:

Yes  No  Tax File No:

If no, please specify your country of residence for Tax Purposes:

## Account Holder 1

### Sole trader:

If you are a sole trader, you will also need to complete this part:

Full Business Name:

ABN (if any)

Address of Principal place of business (if any) (not a PO box)

Suburb  State

Postcode  Country

## Account Holder 2

### Sole trader:

If you are a sole trader, you will also need to complete this part:

Full Business Name:

ABN (if any)

Address of Principal place of business (if any) (not a PO box)

Suburb  State

Postcode  Country

### Identification check:

All account holders will need to complete this part. We need to confirm that the full name, date of birth and residential address that you provided for yourself to us in this application form is correct. Please attach certified copies of at least two of the identification documents listed below that would be necessary for us to confirm these 3 facts about you. At least one of the documents selected should include photo identification. Please tick the box below relating to the identification documents that you have attached certified copies of to complete the identification check.

Identification Document	Attached (✓)		Identification Document	Attached (✓)	
	Individual 1	Individual 2		Individual 1	Individual 2
Drivers Licence with Photo ID			Passport		
Birth Certificate			Social Security, Pension Concession Card		
Citizenship Certificate			Public Employee, University or TAFE Photo ID Card		
Current Credit or ATM Access Card			Public Utility Notice (Gas, Water, Electricity, Mobile, Telephone etc)		
Rental Agreement / Letter from Real Estate			Medicare Card (if you are an Australian citizen)		

Please refer to the end of this account application form for a list of persons who can certify documents.

## Part B - Company Account

Please complete the details below if the Account Holder is a company. If the Account Holder is an Australian company, they will need to complete 'Part 1 - Australian Company Details' only. If the Account Holder is not an Australian company, they will need to complete 'Part 2 - Foreign Company Details' only.

### Part 1 - Australian Company Details

#### General information:

Company Name

ABN/ACN/ARBN  Company Tax File Number

Company Type (select as appropriate): Public  Private / Proprietary

Registered Office Address (not a PO Box):

Suburb  State  Postcode  Phone No.

Fax No.  Email

Principal Place of Business Address (not a PO Box):

Suburb

State  Postcode  Phone No.  Fax No.

#### Private / Proprietary companies only:

Please complete the information below for private/proprietary companies only:

- Directors: Number of directors

Please provide the full name of each director below:

No.	Given Names	Surname
1		
2		
3		
4		

If there are more than 4 directors, please provide the full name of each such director on a separate sheet.

#### - Shareholders:

Please provide details of **each shareholder** in the proprietary company.

##### Shareholder 1

Surname:

Given Name/s:

Residential Address (not a PO box):

Suburb  State

Postcode  Country

##### Shareholder 2

Surname:

Given Name/s:

Residential Address (not a PO box):

Suburb  State

Postcode  Country

**Shareholder 3**

Surname:

Given Name/s:

Residential Address (not a PO box):

Suburb  State

Postcode  Country

**Shareholder 4**

Surname:

Given Name/s:

Residential Address (not a PO box):

Suburb  State

Postcode  Country

If there are more than 4 shareholders, please provide the full name of each shareholder on a separate sheet.

**Identification check:**

In order for us to confirm the identity of your company, please attach to this application form a certified copy of the Certificate of Incorporation for the Company and a certified copy of the latest ASIC review.

Please confirm that you have done this by ticking this box:

*Please refer to the end of this account application form for a list of persons who can certify documents.*

## Part 2 - Foreign Company Details

### General information:

Company Name

Country of formation / incorporation / registration

Company Type (select as appropriate):                      Public                       Private / Proprietary                       Other

### Registration with ASIC:

Is the foreign company registered with ASIC?

- Yes

ARBN                       Company Tax File Number (if any)

Registered Office Address in Australia (not a PO box):

Suburb                       State                       Postcode                       Phone No.

Fax No.                       Email

Either:    Address of Principal Place of Business in Australia                       OR                      Name and address of local agent

Address (not a PO box)

Suburb                       State                       Postcode

Full name of local agent (if relevant)

- No

Address of Principal Place of Business in Country of Formation

Suburb                       State                       Postcode                       Country

Is the company registered by a foreign registration body?

- Yes

Name of body

Company identification number (if any)

- No

### Private / Proprietary companies only:

Please complete the information below for private / proprietary companies only:

- Directors:                      Number of directors

Please provide the full name of each director below:

No.	Given Name(s)	Surname
1		
2		
3		
4		

If there are more than 4 directors, please provide the full name of each such director on a separate sheet.

**- Shareholders:**

Please provide details of **each shareholder** in the company.

**Shareholder 1**

Surname:

Given Name/s:

Residential Address (not a PO box):

Suburb  State

Postcode  Country

**Shareholder 3**

Surname:

Given Name/s:

Residential Address (not a PO box):

Suburb  State

Postcode  Country

**Shareholder 2**

Surname:

Given Name/s:

Residential Address (not a PO box):

Suburb  State

Postcode  Country

**Shareholder 4**

Surname:

Given Name/s:

Residential Address (not a PO box):

Suburb  State

Postcode  Country

If there are more than 4 shareholders, please provide the full name of each shareholder on a separate sheet.

**Identification check:**

In order for us to confirm the identity of your company, please attach to this application form a certified copy of the Certificate of Incorporation (or equivalent in the country of formation/incorporation/registration) for the Company. If the foreign company is not registered with ASIC, you will need to provide evidence that the company is registered by a foreign registration body (if at all) and, if it is so registered, evidence of any identification number granted to the company and whether or not the company is registered by that foreign body as a private or public company.

Please confirm that you have done this by ticking this box:

*Please refer to the end of this account application form for a list of persons who can certify documents.*



## Part C - Trust / Trustee accounts (including superannuation funds)

Please complete the details below if the Account Holder is a super fund or other form of trust (including if you wish to operate the account on behalf of a person under the age of 18 years).

### Trust Details

#### General information:

Account Designation (max 28 characters):  <A/C>

Full Name of Trust:

Full business name of the trustee in respect of the trust:

Country where the trust was established:

Trust's ABN or ARSN (if any):  Tax File Number

If the account is on behalf of a person under the age of 18 years, please include their full name and date of birth below:

Full Name of Minor:  Date of Birth:      
dd mm yyyy

#### Type of trust:

Please select one of the following 3 options:

1. Superannuation funds:  2. Account for a minor:  3. Other form of trust (please specify):

#### Details of beneficiaries:

Does the trust identify the beneficiaries by reference to membership of a class?

- Yes:  Please provide details:

- No:  How many beneficiaries are specifically mentioned in the trust deed?

Please provide the following details for each such beneficiary below:

No.	Full name	Country of citizenship (individuals) or registration (companies)	Country of residence for tax purposes
1			
2			
3			
4			

If there are more than 4 beneficiaries, please provide the information requested on a separate sheet.

#### Identification check:

In order for us to confirm the name identity of the trust, please attach to this application form a certified copy of the trust deed/superannuation fund deed establishing the trust. If the name of the trust has changed since the trust was established, please also attach evidence of the change in name of the trust.

Please confirm that you have done this by ticking this box:

Please refer to the end of this account application form for a list of persons who can certify documents.

## Trustee Details

### Trustee information:

How many trustees are there?

Please provide the following details in respect of each trustee (whether they are an individual or a company or another entity).

#### - Trustee 1:

Full name:

Address (not a PO box):

Suburb  State

Postcode  Country

Country of residency for tax purposes

Country of citizenship (if an individual) or registration /  
incorporation / formation (if a company)

#### - Trustee 2:

Full name:

Address (not a PO box):

Suburb  State

Postcode  Country

Country of residency for tax purposes

Country of citizenship (if an individual) or registration /  
incorporation / formation (if a company)

#### - Trustee 3:

Full name:

Address (not a PO box):

Suburb  State

Postcode  Country

Country of residency for tax purposes

Country of citizenship (if an individual) or registration /  
incorporation / formation (if a company)

#### - Trustee 4:

Full name:

Address (not a PO box):

Suburb  State

Postcode  Country

Country of residency for tax purposes

Country of citizenship (if an individual) or registration /  
incorporation / formation (if a company)

If there are more than 4 trustees, please provide the full name and address of each such trustee on a separate sheet.

### Collection of additional information in respect of trustees:

If the trustee(s) are individual(s), you will need to complete section 1 Part A. Alternatively, if the trustee is a company, you will need to complete section 1 Part B.

## Part D - Association Accounts

Please complete the details below if the Account Holder is an association (either incorporated or unincorporated in Australia).

### General information:

Full name of the association:

Unique Identification Number (if any):

State or Territory in Australia in which the association was established:

Full name of the following officers:

	Given Name(s)	Surname
Chairman		
Secretary		
Treasurer		

Is the association incorporated or unincorporated?

- Incorporated:

Registered office (if any) (not a PO box):

Suburb

State  Postcode  Country  Phone No.

Principal place of administration (not a PO box):

Suburb  State  Postcode  Country

Phone No.  Fax

Email

Address of the association's public officer (if any) (not a PO box). If there is no such person, then please include the address of either the president, secretary or treasurer of the incorporated association.

Public Officer  or President  Secretary  Treasurer

Address

Suburb  State  Postcode  Country

- Unincorporated:

Principal place of administration (not a PO box):

Suburb  State  Postcode  Country

### Collection of additional information in respect of unincorporated associations only

If the association is unincorporated, you will need to complete the section below in respect of the member of the association who approached us.

**General information:**Title: Mr  Mrs  Miss  Other Surname:  Given Name/s: Other names commonly known by   
(If Applicable)Residential Address (not a PO box):   
Suburb  State  Postcode  Country Postal Address (if different to Residential Address):   
Suburb  State  Postcode  Country Phone No.: Home  Work  Mobile Preferred contact number (✓) : Home  Work  Mobile  Fax No. Date of Birth            
dd mm yyyy Email Country of citizenship  Occupation/Industry Are you an Australian Resident for Tax Purposes: Yes  No  Tax File No: If no, please specify your country of residence for Tax Purposes: **Identification check:**

In order for us to confirm certain details about your association, please attach to this application form a certified copy of the Constitution or Rules of the association and if the association is registered with ASIC or any other regulatory body please attach a certified copy of the same.

Please confirm that you have done this by ticking this box: 

We need to confirm that the full name, date of birth and residential address for the member in this application form is correct. Please attach a certified copy of as many of the identification documents listed below that would be necessary for us to confirm those 3 facts about the member. For example, if you send us a certified copy of the member's current driver's licence then this would, of itself, be sufficient for us to verify the member's full name, date of birth and residential address (assuming the details on the driver's licence and this application form are the same). Please tick the box below relating to the identification document(s) that you have attached certified copies of to complete the identification check.

Identification Document	Attached (✓)	Identification Document	Attached (✓)
Drivers Licence with Photo ID		Passport	
Birth Certificate		Social Security, Pension Concession Card	
Citizenship Certificate		Public Employee, University or TAFE Photo ID Card	
Current Credit or ATM Access Card		Public Utility Notice (Gas, Water, Electricity, Mobile, Telephone etc)	
Rental Agreement / Letter from Real Estate		Medicare Card (if you are an Australian citizen)	

Please refer to the end of this account application form for a list of persons who can certify documents.

## Section 2 - Internet Trading Products

This section is mandatory, as SFE Futures Trading can only be traded online

SFE Futures on webIRESS

ASX CFDs on webIRESS

## Section 3 - Request to Receive Funds Electronically

If you wish to have your funds banked directly to your external bank account please complete this section. Please ensure that the bank account is in the name of the account holder. For Overseas banking details, please provide Swift code in the BSB column. If you wish to supply bank details below please also attach a certified copy of a recent bank statement.

Name of Bank  Account Name

Address of Bank

BSB / Swiftcode  Account Number

## Section 4 - Electronic Confirmation & Communication

Please email confirmations/communications to the below address if different from email address provided in section 1 (I understand I will not receive a copy in the post).

Email

## Section 5 - Declaration and Signature

I/we have read and understood, and agreed to be bound by, the Morrison Securities Client Terms and Conditions on page 12.

Title: Mr  Mrs  Miss  Other

Name:

Signature:

Date:   
dd mm yyyy

Title: Mr  Mrs  Miss  Other

Name:

Signature:

Date:   
dd mm yyyy

## OFFICE USE ONLY

Account Number

Date   
dd mm yyyy

SMRS

Signature

## Client Terms and Conditions

This agreement is made between Morrison Securities Pty Ltd. (**Morrison Securities**) and the Client/s whose name/s and address/s appear on this application form.

### 1. Services provided by Morrison Securities

- (a) Morrison Securities is a non-advisory execution broker. The Client acknowledges that all transactions are on this basis and that nothing said by Morrison Securities' order takers, or information or material supplied by Morrison Securities, is to be construed or taken as financial product advice.
- (b) Morrison Securities grants the Client access to the Morrison Securities website ([www.morrisonsecurities.com](http://www.morrisonsecurities.com)) (the **Site**) for the purpose of using the services made available on the Site (the **Services**). Morrison Securities reserves the right to withdraw or suspend access to the Site and the Services in its absolute discretion at any time and without prior notice to the Client.
- (c) The Client is responsible for the confidentiality and use of its user-name login and password and agrees that it will not disclose these to any other person. If the Client becomes aware of any loss or theft or unauthorised use of its user-name login, it must notify Morrison Securities immediately. The Client's user-name login may be cancelled at any time without notice, but Morrison Securities will notify the Client as soon as practical thereafter if this happens.
- (d) The Client acknowledges that the Site includes information which is supplied by persons not controlled by Morrison Securities (the Information Providers) and that Morrison Securities has not verified any information provided by an Information Provider and that it is acting solely in the capacity of carrier by conveying the information to the Client. Except to the extent required by law, neither Morrison Securities nor any Information Provider makes any representation or warranty as to the accuracy, timeliness, suitability or completeness of any information accessed via the Site. The Client agrees that information is provided via the Site is provided for its own use and that it may not onsell, disclose or make available such information to any other person without the consent of Morrison Securities or the Information Provider as appropriate.

### 2. Risk of trading futures and options

The Client acknowledges that:

- (a) Dealing in futures and options contracts incurs a risk of loss as well as potential profit;
- (b) Morrison Securities will not give any advice or recommendation in relation to the Client's transactions; and
- (c) They have given consideration to their objectives, financial situation and needs and have formed the opinion that dealing in futures and options contracts is suitable for their purposes.

### 3. Client instructions

- (a) The Client and/or Authorised Agent may instruct Morrison Securities to deal on behalf of the Account during the currency of these terms and conditions and Morrison Securities shall have the discretion to accept or decline such instruction at any time without the need to provide any reason therefore.
- (b) The Client agrees that Morrison Securities may assume authenticity of any instructions given or purportedly given by the Client or its Authorised Agents. Morrison Securities is entitled to rely on any electronic instruction which includes, but is not limited to, the Client's user-name login without any enquiry as to the authority or identity of the sender of that message and the Client is bound by any such instruction.
- (c) The Client must retransmit any instruction given electronically if it receives a message or becomes aware that the instruction was received in an incomplete or garbled form. Morrison Securities is entitled to act on any instruction which appears complete without further reference to the Client.

### 4. Right to refuse to deal

Morrison Securities may:

- (a) refuse to deal on behalf of the Client in relation to any dealings in contracts (other than closing out existing open positions held in Morrison Securities' account on behalf of the Client); or
- (b) limit the number of open position held on behalf of the Client or both, and Morrison Securities will notify the Client of any refusal at or before the time of the Client placing the order or as soon as reasonably practicable.

### 5. Fees and Charges

(a) The Client acknowledges that:

- (1) they shall pay for all purchases, including all brokerage, taxes, costs, duties and charges (together, the **Charges**) in respect thereof, and make good delivery in respect to sales;
- (2) they are aware of all the Charges that apply to their trading; and
- (3) Morrison Securities has the right to vary the Charges at any time without notice.

(b) Clients trading via the internet acknowledge that:

- (1) clear funds will be held on their trading account and no orders will be accepted without clear funds in their trading account; and
- (2) all sale proceeds will be retained on their trading account until the Client advises.

(c) Prior to placing all purchase orders, the Client is required to have clear funds of at least the amount specified in the Morrison Securities Schedule of Fees and Charges either in a linked CMA or in their trading account. Morrison Securities has the right to vary this requirement on a case by case basis.

(d) The Client acknowledges that all monies:

- (1) paid by the Client to Morrison Securities for any purchases made by the Client, or by way of deposit for future purchases to be made by the Client; or
- (2) received by Morrison Securities as the proceeds from the sale or close out of one or more Open Contracts, shall be retained by Morrison Securities in a Clients' Segregated Account until the Client directs Morrison Securities to pay such monies to the Client.

(e) Interest will not accrue on Client monies retained by Morrison Securities in accordance with clause 5(d).

### 6. Clients' Segregated Account (CSA)

The Client acknowledges that:

- (a) the Client's monies and the monies of other clients of Morrison Securities may be combined and deposited by Morrison Securities in a Clients' Segregated Account (**CSA**), separate from the monies of Morrison Securities; and
- (b) Morrison Securities has the right to apply all clients' monies credited to the CSA maintained by Morrison Securities may be used by Morrison Securities to meet the default of any client of Morrison Securities.

## 7. Commissions

- (a) Morrison Securities may receive from time to time commissions or other benefits from financial institutions for Clients referred to the financial institutions. Morrison Securities in no way either endorses or recommends the products or services of these institutions and it is in the sole discretion of the Client whether or not to use these products and services.
- (b) The Client acknowledges that Morrison Securities may receive as referring broker a commission from the Client's financial institution of at least 0.25% of the daily balance, monthly in arrears.
- (c) Any commissions or other benefits Morrison Securities receives in connection with providing the Services to the Client, may, at the sole discretion of Morrison Securities, be shared with one or more third parties.

## 8. Margin

The Client acknowledges that:

- (a) Morrison Securities may call for payment of Margin such money or property (or call for the lodgement of Approved Securities in lieu thereof) as Morrison Securities, in its absolute discretion, feels is necessary to protect itself from the personal obligation incurred by dealing in contracts on behalf of the Client.
- (b) Should the Client fail to meet the call (or lodge Approved Securities) then Morrison Securities may (without prejudice to any other rights or powers under this agreement) in its absolute discretion, and without creating an obligation to do so, close out, without notice, all or some of the Client's contracts.
- (c) The time for payment of margins is of the essence and if no other time is stipulated by Morrison Securities prior to calling a margin then the Client is required to comply within twenty-four hours.
- (d) Liability to pay the initial margin accrues at the time the trade is executed regardless of when a call is made.
- (e) Liability to pay margin accrues at the time the margin comes into existence regardless of when a call is made.
- (f) The Client is responsible to pay in cash any deficit owing to Morrison Securities after closure and that if the Client defaults in payment of such deficit, Morrison Securities may realise any securities held by Morrison Securities and apply the proceeds against that deficiency.

## 9. Liabilities

- (a) To the maximum extent permitted by law, Morrison Securities and its employees and agents will not be liable to the Client for any loss, damage, cost or expense, whether direct or indirect, consequential or economic, which arises in connection with:
  - (1) any unauthorised use of the Client's user-name login;
  - (2) any delay, interruption, failure or inaccuracies in any information provided to the Client via the Site;
  - (3) any delay, interruption, failure or inaccuracies in the transmission of the Client's instructions;
  - (4) any failure of any electronic means used to transmit instructions or to disseminate data or information or of any telecommunications link; or
  - (5) any fault, error or defect in design or engineering of the Site or computer systems or any delay, fault, failure or loss of access to the Site.
- (b) Morrison Securities' liability for breach of a right or term implied by law which is capable of limitation but not exclusion is limited to the re-supply to the Client of that part of the Service in respect of which the cause of liability arose, or the payment of the cost of resupply of that part of the Service in respect of which the cause of liability arose.

## 10. Default

- (a) If:
  - (1) the Client fails to pay, or provide security for, amounts payable to Morrison Securities; or
  - (2) fails to perform any obligation arising pursuant to the exercise or settlement of a futures or options contract, Morrison Securities may:
    - (1) enter into one or more transactions to effect the close out of one or more Open Contracts in accordance with the ASIC Market Integrity Rules (ASX 24 Markets), 2010 And ASX24 Operating Rules; or
    - (2) exercise one or more future or options contracts in accordance with the ASIC Market Integrity Rules (ASX 24 Markets), 2010 And ASX24 Operating Rules; and the Client must account to Morrison Securities as if those actions were taken on the instructions of the Client and, without limitation, is liable for any expense (including any applicable brokerage, stamp duty and administration fees) and any deficit owing to Morrison Securities.
- (b) Subject to the law and regulations on the right to access monies in a trust account, Morrison Securities may appropriate credits and all payments received from or on behalf of the Client or held on behalf of the Client in reduction of any monies owing by the Client to Morrison Securities whether on the Account or on any other account including, but not limited to, accounts with Morrison Securities for dealing in any financial products on the Australian Stock Exchange.
- (c) The Client acknowledges that Morrison Securities has a lien over all financial products of the Client in the possession or control of Morrison Securities for any expense (including any applicable brokerage, stamp duty and administration fees) and any deficit owing to Morrison Securities, where Morrison Securities is a broker-sponsor of the financial products.

## 11. Disputes

The Client agrees that any objection or dispute in relation to an executed trade entered by the Client or their Representative must be communicated to Morrison Securities within 48 hours of execution.

## 12. Tape Recordings

The Client acknowledges that the Client's telephone conversations with Morrison Securities may be recorded by Morrison Securities or the SFE. In the event of a dispute or anticipated dispute, the Client shall have the right to review the recording.

Recordings may be used to assess the performance of or to train Morrison Securities' representatives.

### **13. Client to provide information**

- (a) The Client will, upon Morrison Securities' request, take all reasonable steps to deliver all information and documentation relevant to the Client's trading on the SFE to Morrison Securities.
- (b) The Client authorises Morrison Securities to produce the information or documentation to the SFE and the Australian Securities and Investments Commission (ASIC).

### **14. Confirmations**

Where the Client has provided Morrison Securities with an email or other electronic address, the Client consents to confirmations being despatched to it electronically. Otherwise, Morrison Securities will send confirmations to the Client by ordinary post. The Client acknowledges that each confirmation is subject to the operating rules, procedures, directions, decisions and requirements of the SFE, the customs and usages of the market operated by the SFE and the correction of errors and omissions.

### **15. Rights of client**

- (a) The Client acknowledges that any benefit or right obtained by Morrison Securities upon registration of a contract with SFE Clearing under the ASIC Market Integrity Rules (ASX 24 Markets), 2010 And ASX24 Operating Rules or any other legal result of such registration is personal to Morrison Securities and the benefit of that benefit, right or legal result does not pass to the Client.
- (b) In relation to all dealings conducted on the Exchange by Morrison Securities and all Contracts registered by Morrison Securities with SFE Clearing Corporation, the Client has no rights, whether by way of subrogation or otherwise, against any person or corporation other than Morrison Securities.

### **16. Exchange Data**

If the Client uses the automated order entry interface on SFE, the Client agrees and acknowledges that:

- (a) data made available to the Client by access to electronic order entry facilities is not the property of Morrison Securities and remains the valuable property of the SFE;
- (b) the Client is prohibited from publicly displaying, redistributing, or re-transmitting the data in any way without having executed a market data distribution agreement or similar agreement with the SFE.

### **17. Appointment of attorney**

The Client irrevocably appoints the managing director of SFE Clearing Corporation as the Client's attorney to do all things necessary to transfer any open position held by Morrison Securities on the Client's behalf to another Participant where the status of Morrison Securities as a Participant has been suspended or terminated.

### **18. Termination**

The parties agree that:

- (a) Without affecting any existing obligations or liabilities, either the Client or Morrison Securities may terminate the agreement at any time by giving the other notice in writing to that effect;
- (b) Upon termination of the client agreement that unless otherwise agreed in writing Morrison Securities will close out all the Client's futures contracts and close out, abandon or exercise any options not yet exercised; and
- (c) Upon Morrison Securities closing out all the Client's futures contracts in accordance with clause 18(b), the Client must account to Morrison Securities as if those actions were taken on the instructions of the Client and, without limitation, is liable for any expense (including any applicable brokerage, stamp duty and administration fees) and any deficit owing to Morrison Securities

### **19. Variation**

Morrison Securities may vary this agreement at any time by giving the Client not less than 5 business days notice of the change in writing or electronically.

### **20. Client Capacity**

- (a) The Client warrants that the Client is not a person with whom Morrison Securities is not lawfully entitled to deal pursuant to any statute, law, rule or regulation applicable to this agreement.
- (b) If more than one person constitutes the Client then they are jointly and severally bound by this agreement. If the Client is a company then the officers of the Client signing the application form guarantee the performance and observance of the Client's obligations under this agreement.

### **21. Notifications**

- (a) The Client shall notify Morrison Securities in writing (signed) of any change in the Client's name, address, telephone number, fax number or email address.
- (b) Any notice given or demand made by either party, or confirmation issued by Morrison Securities, shall be deemed to have been received on the business day following the fax or email transmission or posting of the notice, demand or confirmation.

### **22. Privacy**

The Client acknowledges that they have received a copy of the Morrison Securities privacy policy. Morrison Securities reserves the rights to change that policy at any time without notice. A copy of the current Morrison Securities privacy policy may be obtained on request.

### **23. Governing Law and Rules**

- (a) The parties agree that any dealings between them on the Exchange are subject to, and they are each bound by, the ASIC Market Integrity Rules (ASX 24 Markets), 2010 And ASX24 Operating Rules, the Corporations Act and the customs, usages and practices of the SFE's Markets in each case as amended or altered from time to time.
- (b) The Client acknowledges that this agreement is governed by the laws of New South Wales and hereby submits to the jurisdiction of the courts of New South Wales in relation to any claim or dispute arising out of the performance of this agreement.



### **List of Persons Who can Certify Documents**

Certified copy means a document that has been certified as a true copy of an original document by one of the following persons:

- 1) A person who is enrolled on the roll of the Supreme Court of a State of Territory, or the High Court of Australia, as a legal practitioner (however described);
- 2) A judge of a court;
- 3) A magistrate;
- 4) A chief executive officer of a Commonwealth court;
- 5) A registrar or deputy registrar of a court;
- 6) A Justice of the Peace;
- 7) A notary public (for the purpose of the Statutory Declaration Regulations 1993);
- 8) A police officer;
- 9) An agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public;
- 10) A permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public;
- 11) An Australia consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955);
- 12) An officer with 2 or more continuous years of service with one or more financial Institutions (for the purposes of the Statutory Declaration Regulations 1993);
- 13) A finance company officer with 2 or more continuous years of service with one or more finance companies (for the purposes of the Statutory Declaration Regulations 1993);
- 14) An officer with, or authorised representative of, a holder of an Australian financial services license, having 2 or more continuous years of service with one or more licensees.
- 15) A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership.