

AUTHORISED AGENT form (Intermediated Clients)

Section A – Client Trading Account Details ('Client')

If Existing Client: Client Account Number:

Section B – Authorised Agents*

☐ Other third parties (specified below).

Date: / / 20

Continued overleaf >

Section C – Identification (of Authorised Agent)

See page 4.

Section D – Authorisation

This Authorised Agent Form is notification by the Client to CMC Markets Stockbroking Limited ('CMC Markets') of the appointment of the above person(s) as Authorised Agent(s) of the Client pursuant to the CMC Markets Stockbroking Terms and Conditions ('Terms and Conditions'). This appointment is effective from the date CMC Markets receives this authority.

Capitalised terms used and that are undefined in this Authorised Agent Form have the same meaning as defined in the Terms and Conditions.

The Client authorises the Authorised Agent(s) to operate all existing and future Trading Accounts, in respect of which the Client is listed in CMC Markets' records as an account holder (whether solely or jointly), and to do and execute all acts, documents and things in connection with the Trading Account, including, without limitation:

1. to make payments to or make withdrawals from the Settlement Account linked to a Trading Account;
2. to receive statements and communications in connection with the Trading Account;
3. to access, collect, use and disclose, on the Client's behalf, any data, including but not limited to, personal information, transaction data and account identifier data, related to, or in connection with, the Trading Account and Settlement Account that is disclosed or otherwise made available by CMC Markets on its platform;
4. to provide a copy of this Authorised Agent Form to CMC Markets for its records;

5. to operate and enter into agreements to open, close, or otherwise operate the Trading Account on behalf of the Client, including agreeing and accepting any amendments to those agreements, on behalf of the Client;
6. to acquire, buy, deal in, dispose of or sell any financial products, including, without limitation, shares, interests in managed investment schemes, warrants, options and Low Exercise Price Options (LEPOs) (together the 'Financial Products');
7. to make and receive payment for any Financial Product transactions (including ASX Transactions) and attendant expenses by any means whatsoever;
8. to execute all contracts and other documents necessary or proper for the custody, dealing and transfer of Financial Products and related matters;
9. to receive, hold and arrange custody of and deliver share certificates, holding statements and other evidence of title to Financial Products; and
10. to execute all rights and privileges and perform all duties and obligations which may now or in future pertain to the Client as holder of Financial Products.

The authority of the Authorised Agent(s) expressly excludes any of the following in relation to the Trading Account:

1. to provide instructions to CMC Markets to amend the Client's login and/or password; and
2. to provide new or amend existing external bank account details.

Section E – Acknowledgements and undertakings

The Client acknowledges and agrees that:

1. the Client has read and agrees to the Terms and Conditions, CMC Markets Stockbroking Financial Services Guide, CMC Markets Stockbroking Best Execution Policy, and the Privacy Statement relating to the Trading Account, as amended from time to time;
2. notwithstanding the appointment of the Authorised Agent(s), the Client will continue to be CMC Markets' client and the Client's obligations and liabilities to CMC Markets under the Terms and Conditions remain unchanged. The Client remains solely responsible and liable for a Trading Account including without limitation for:
 - (a) all transactions, orders placed and instructions given by the Authorised Agent(s) in respect of a Trading Account;
 - (b) monitoring a Trading Account and its open positions;
 - (c) any and all losses incurred on a Trading Account;
3. where the Authorised Agent is an Authorised Representative that is a corporation or other legal entity, it may act through its employees and that it is the Client's responsibility to ensure that all such employees of such Authorised Agent are duly nominated and authorised to act on behalf of the Authorised Agent, and any reference to such Authorised Agent in this Authorised Agent Form or the Terms and Conditions, shall include reference to such authorised employees of such Authorised Agent;
4. this authority in relation to a Trading Account will bind the Client until such time as:
 - (a) the Client expressly revokes it in writing and CMC Markets confirms in writing safe receipt of the written notice of revocation; or
 - (b) the AFSL Holder provides CMC Markets with written notice of the revocation of authority and CMC Markets confirms in writing safe receipt of the written notice of revocation; or
 - (c) CMC Markets provides a written notice of revocation, which will have effect on the date specified in the notice;
5. CMC Markets will not be liable for any losses, costs or expenses arising from the Client's delay or failure in providing notice of a change in authority, as contemplated in paragraph (4), and/or as a result of CMC Markets acting upon the instructions of the Authorised Agent(s) prior to having knowledge of a change in its/their appointment;
6. CMC Markets is not under any duty to enquire about the authority of any Authorised Agent who reasonably appears or purports to represent the Client in relation to a Trading Account;

Acknowledgements and undertakings continued overleaf >

Section E – Acknowledgements and undertakings (continued)

7. any revocation of the authority given to an Authorised Agent shall not affect the validity of any transactions, orders or other instruction given by the Authorised Agent prior to CMC Markets confirming in writing that it has received the appropriate written notice of revocation or evidence effecting revocation or has otherwise confirmed revocation pursuant to paragraph (4);
8. to the extent permitted under the Corporations Act 2001 (Cth) or any applicable laws, CMC Markets is entitled to discharge its obligations owed to the Client by discharging such obligations through the Authorised Agent(s) including, but not limited to, providing to the Authorised Agent(s) information relating to a Trading Account, a Settlement Account and any notifications required from time to time by applicable law and/or the Terms and Conditions;
9. any information provided to CMC Markets by an Authorised Agent is deemed to have been provided to CMC Markets by the Client;
10. CMC Markets is in no way responsible for any loss (whether direct or indirect) occasioned by the actions or omissions of the Authorised Agent(s) and that CMC Markets does not, by implication or otherwise, endorse the operating methods of the Authorised Agent(s). Accordingly, the Client agrees to indemnify, defend and hold harmless CMC Markets and its shareholders, officers, directors, employees, subcontractors, agents and each person who controls them against any and all losses (whether direct or indirect), claims, damages, liabilities (joint and several), costs and expenses (including reasonable legal costs) resulting from a demand, claim, lawsuit, action or proceeding relating to the activities undertaken by CMC Markets at an Authorised Agent's direction on behalf of the Client;
11. CMC Markets may refuse to accept the appointment of, or instructions from, any Authorised Agent as it sees fit in its sole discretion;
12. CMC Markets may collect personal information (which includes but is not limited to transaction data and account identifier data related to, or in connection with, the Client's account with its relevant financial services provider(s)) and disclose or otherwise make available to the Authorised Agent(s), the Client's financial services provider(s), CMC Markets' contracted services providers or as otherwise required under law or by a regulator, this information in addition to all information that it holds or has access to in relation to a Settlement Account or a Trading Account, including any Settlement Account and Trading Account transaction data and any personal information of the Client;
13. CMC Markets may act upon and/or rely upon any communication or instruction given, or apparently given, by an Authorised Agent in relation to a Trading Account without further consultation with the Client and the Client agrees that an Authorised Agent's continued use of and activity on any of the Client's Trading Accounts is conclusive evidence that their authority has not been revoked, unless and until an event contemplated in paragraph (4) applies;
14. the Client is and remains solely liable and responsible for all acts and omissions of the Authorised Agent(s) and agrees to ratify all acts and omissions of the Authorised Agent notwithstanding the acts or omissions of such Authorised Agent were:
 - (a) outside their actual or ostensible authority; or
 - (b) in error, fraudulent, negligent, in breach of its fiduciary duties or criminal, but only to the extent CMC Markets was not actually aware such Authorised Agent was acting outside authority or aware of any fraud, negligence or breach;
15. the Client agrees not to make, and releases CMC Markets from any right the Client may have to make, any Claim against CMC Markets for any Loss incurred or suffered by the Client which may arise in connection with any act or omission by any Authorised Agent but only to the extent the CMC Markets was not actually aware such Authorised Agent was acting outside authority or of any error, fraud, negligence or breach; and
16. the Client has collected the necessary consents and is fully authorised to:
 - (a) provide the details presented, which relate to the Authorised Agent(s); and
 - (b) grant CMC Markets permission to carry out checks with the relevant document issuer and/or official record holder via third party systems for the purpose of verifying the identity of the Authorised Agent(s).

Date _____ / _____ / 20____

Individual 1/Director 1

Individual 2/Director 2

Individual 3/Director 3

Signature(s)

Name(s) (printed)

Title (if company)

e.g. director, officer, secretary

Please email your completed and signed form to forms@cmcmarkets.com.au

Identification requirements overleaf >

Identification (if not already provided)

Electronic verification check

We are required to verify your identity. We may be able to verify your identity by conducting an electronic verification check. If you **do not** wish us to conduct an electronic verification check, please refer to the non-electronic verification requirements below.

Providing your driver's licence number will help us to conduct your electronic verification check. We will not use your driver's licence number for any other purpose than to conduct your electronic verification check.

Non-electronic verification check

If we notify you that your electronic verification check was unsuccessful, or you do not wish us to conduct an electronic verification check, you'll need to provide us with certified copies of **original identification verifying your full name, your current residential address and your date of birth**. In either case, all the documents you'll need to provide are listed below.

Your application must be accompanied by a certified (true) copy of **EITHER** one document from Section A, **OR** one document from Section B and one from Section C, **for each applicant**.

The original certified copy of your ID must be returned by post. The signature of the certifier must be the original signature. We cannot accept faxes or scanned copies.

SECTION A (provide ONE of the following)

- **driver's licence** (front and back) – MUST be current
- **Australian passport** – current or expired within the past TWO years
- **overseas passport** – MUST be current and show the signature page

Example: Driver's Licence (front and back)



OR

SECTION B (provide ONE of the following)

- current Medicare card
- birth certificate or birth extract issued by a State or Territory
- citizenship certificate issued by the Commonwealth
- pension card issued by Centrelink (front and back)

and

SECTION C (provide ONE of the following)

A recent utility bill or council rate notice – issued within the last three months – showing your name and residential address. This can include one of the following:

Please note that an electronic statement issued by any institution (including ADIs) may be accepted at CMC Markets' discretion

- gas, electricity, water, home phone, internet (dial-up, broadband), mobile phone bill, Foxtel bill
- a council rates notice
- a notice or assessment issued by the RTA or a government body
- a lease agreement, contract for sale of a property or rental bond lodgement document
- home and/or contents insurance policy statement

Example: Australian Passport and Water Bill



Certifying your documents

In order for your certification to be accepted, it must be **signed and dated (within the last three months)** and the certifier is to state that the document is a certified copy of an original. They must provide their **name, address, phone number**, and in **what category of certifier they fall**. For copies of your documents to be considered certified, they must be signed by any one of the following:

1. a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described)
2. a judge of a court
3. a magistrate
4. a registrar or deputy registrar of a court
5. a Justice of the Peace
6. a police officer
7. a permanent employee of the Australian Postal Corporation with two or more years of continuous service
8. a finance company officer with two or more continuous years of service with one or more finance companies
9. a member of the Institute of Chartered Accountants Australia and New Zealand, CPA Australia or the National Institute of Accountants with two or more years of continuous membership.



For a full list of acceptable certifiers refer to:
www.comlaw.gov.au/Details/F2007L01000 (Section 1.2.1)

If you need help to meet these ID requirements, call our Broker Services Team on **1300 557 561**.