

COMPANY CFD ACCOUNT application form

Application reference: (This reference will be in the email that was sent to the primary account holder)

Primary account holder's email address compliance@bby.com.au (used in the online registration process)

Client Account Details

Client Name (for example, ABC Pty Ltd)
BBY Limited

Company Information

Full Company Name (as registered with ASIC)
BBY Limited

Trading Name (if any):

Type of Company: Proprietary Public

Address of Registered Office:
Level 17, 60 Margaret Street, Sydney NSW 2000

Address of Principal Place of Business (if different):

Postal Address (if different):

State: _____ Postcode: _____

ACN/ABN: **80 006 707 777**

AFSL (if any):
238095

Email Address: **compliance@bby.com.au**

Tel: (compulsory) (business) **02 9226 0171**

Mobile: _____ Fax: _____

Director Details

Director 1: Tick if same as primary account holder.
Surname: **ROSEWALL**

Given Name(s): **GLENN ALEXANDER**

Title: **Mr** Date of Birth: **28 / 08 / 1961**

Driver's Licence Number: **6028XN**

Residential Address (PO Box not allowed): **UNIT 4, 3 BRADLEY AVENUE
BELLEVUE HILL State: NSW Postcode: 2023**

Email Address: **gar@bby.com.au**

Tel: (compulsory) (home) _____ (work) **02 9226 0032**

Mobile: _____ Fax: _____

Will you be acting on the account? Yes No

Director 2:
Surname: **PERKINS**

Given Name(s): **DAVID JOHN**

Title: **MR** Date of Birth: **11 / 08 / 1954**

Driver's Licence Number: _____

Residential Address (PO Box not allowed): **UNIT 6, 267 MILLER STREET
NORTH SYDNEY State: NSW Postcode: 2060**

Email Address: **djp@bby.com.au**

Tel: (compulsory) (home) _____ (work) **02 9226 0131**

Mobile: _____ Fax: _____

Will you be acting on the account? Yes No

Investing in CFDs carries significant risks and is not suitable for all investors. You could lose substantially more than your initial deposit. You do not own, or have any interest in, the underlying assets. We recommend that you seek independent advice and ensure you fully understand the risks involved before trading. You should consider the Product Disclosure Statement - CMC Next Generation Platform (PDS) and other disclosure documents in deciding whether to acquire, or to continue to hold the CFDs.

CMC Markets is the trading name of CMC Markets Asia Pacific Pty Ltd (ABN 11 100 058 213, AFSL No. 238054), the CFDs issuer.

CMC Markets Asia Pacific Pty Ltd

Level 13
130 Pitt Street
Sydney NSW 2000
cmcmarkets.com.au

PO Box R1879
Royal Exchange NSW 1225
Client Services 1300 303 888

Proprietary companies only

Please provide the full names of any additional Directors:

Name: **KENNETH ROBERT ROSEWALL**

Name:

Name:

Name:

Linked Bank Account (optional)

If you wish, you can arrange to link an external bank account to your trading account. This will allow you to transfer funds from your trading account via email request after verifying your identity with the security details above.

CMC Markets is not authorised to debit funds from this account at any time. Funds will only be transferred into this account from your trading account on your request.

Account Name:

Bank or Financial Institution:

Branch Name:

BSB Number:

Account Number:

Details of Ultimate Beneficial Owners - (Proprietary Companies only)

Please provide the full name and residential address of each ultimate beneficial owner. 'Ultimate Beneficial Owner' means any individual who ultimately owns or controls (either directly or indirectly) through one or more share holdings, more than 25 per cent of the issued capital in the company.

Full Name: **BBY STAFF HOLDINGS P/L**

% Interest: **21.11%**

Residential Address (PO Box not allowed): **LEVEL 17**

60 MARGARET STREET, SYDNEY State: **NSW** Postcode: **2000**

Full Name: **OLIVE PACIFIC PTY LTD**

% Interest: **77.92%**

Residential Address (PO Box not allowed): **SUITE 101**

107 PHILLIP STREET, PARRAMATTA State: **NSW** Postcode: **2150**

Full Name:

% Interest:

Residential Address (PO Box not allowed):

State:

Postcode:

Authorised Persons

Please complete the Authorised Agent (Authorised Person) Form to appoint persons to act on your behalf with regards to your trading account. 'Persons' may include directors, trustees or partners (where applicable) or other third parties.

Existing Clients - If you have previously appointed an Authorised Agent/s, their authority will extend to your trading account unless you advise us in writing.

Director Signatures

Director 1
Signature

X

Print Name: **Ken Rosewall**

Title: _____ Date: _____ /20

Director 2
Signature

X

Print Name: **DAVID PERKINS**

Title: **DIRECTOR** Date: **5/12/2018**

Additional Documentation Required:

Company Account

Guarantee Agreement

Declarations

By signing this application and returning it to CMC Markets Asia Pacific Pty Ltd ('CMC Markets'), or submitting it electronically, you declare to CMC Markets that:

- you have read and understood CMC Markets' Contract For Difference ('CFD') Product Disclosure Statement - CMC Next Generation Platform ('PDS'), Financial Services Guide ('FSG'), Rates Schedule, Dispute Handling process, Website Terms and Conditions and Privacy Statement (together 'CMC Markets Documents');
- you acknowledge that the CMC Markets Documents constitute a contract between you and CMC Markets and this contract contains the terms of the agreement on which CMC Markets agrees to enter into CFDs with you;
- if this is an application that you have downloaded or received electronically, or that you are submitting electronically, you acknowledge that you have downloaded and read the electronic versions of the CMC Markets Documents or received and read the paper copies of the CMC Markets Documents;
- the information contained in this application is true and correct and you will notify CMC Markets in writing if the information contained in this application including your contact details materially changes or ceases to be correct;
- you acknowledge that you are authorised to trade all CMC Markets' products as outlined in the PDS;
- you agree that you have given consideration to your objectives, financial situation and needs, and the significant risks of loss which accompany the prospects of profit associated with dealing in CMC Markets' Products, and you have formed the opinion that dealing in CMC Markets' Products is suitable for your circumstances and purposes;
- you understand and agree that CMC Markets may vary, update or replace the CMC Markets Documents at any time by posting a notice and/or supplementary or new CMC Markets Documents on CMC Markets' website. We will notify you when we vary, update or replace the CMC Markets Documents if we are required to do so by law;
- you acknowledge that you were provided the opportunity to obtain independent legal and financial advice by CMC Markets, and you have obtained appropriate and sufficient advice concerning the CMC Markets Documents;
- you are aware that until you inform CMC Markets otherwise, you will be taken to have consented to all the uses and disclosure of your personal information. This consent includes your agreement to CMC Markets collecting, using, exchanging and transferring overseas, your personal information as described and as set out in CMC Markets' Privacy Statement

Guarantee Agreement

The undersigned (each, a Guarantor) wishes to establish a Guarantee Agreement in respect of the account noted below (Account) held in the name of the client noted below (Client) with CMC Markets Asia Pacific Pty Ltd ABN 11 100 058 213 AFSL No. 238054 (CMC Markets). The undersigned hereby guarantees all amounts due and payable to CMC Markets in respect of the Client Account and any other accounts with CMC Markets operated and held by the Client.

In the event of a Client not paying any moneys outstanding at the time and in the manner imposed by any agreement between the Client and CMC Markets, the Guarantor agrees to be liable and pay the moneys due and payable to CMC Markets immediately and on demand. A demand may be made irrespective of whether a demand has been made on the Client, and may be made at any time.

As a separate and independent obligation, the Guarantor indemnifies CMC Markets against all claims and proceedings and all liability, loss (including consequential losses and all legal costs and expenses on a full indemnity basis) and damage CMC Markets suffers or incurs as a direct result of the Account (provided that such indemnity does not arise as a result of the negligence, fraud or wilful misconduct on the part of CMC Markets) as a sum equal to the amount of any loss in respect of

which an indemnity is given to CMC Markets on demand. The Guarantor is liable for and must pay a sum equal to the amount of any loss in respect of which an indemnity is given to CMC Markets on demand. The Guarantor further agrees that the Guarantor must not make any claim, enforce any right or counter-claim to reduce its liability under this Guarantee Agreement against CMC Markets.

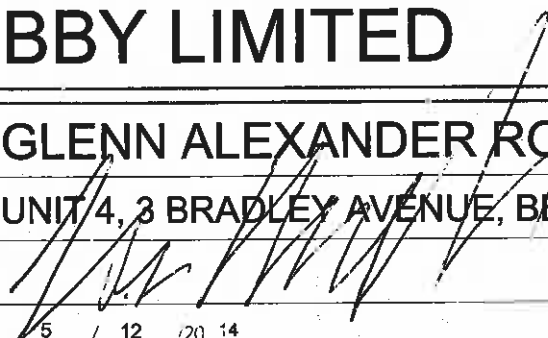
The Guarantor represents and declares the following:

- The obligations of the Guarantor under this Guarantee Agreement are principal obligations and as such are imposed upon the Guarantor as principal debtor.
- CMC Markets may make a claim or demand against the Guarantor under this Guarantee Agreement without CMC Markets having first proceeded against, made any claim against, or taken steps to enforce any right, collateral security or remedy against, the Client or any other person.
- The Guarantor has had the opportunity to obtain independent legal advice in respect of providing the Guarantee and has either obtained such advice or has waived their right to obtain such advice.

Application reference: (This reference will be in the email that was sent to the primary account holder)

Primary account holder's email address compliance@bby.com.au (used in the online registration process)

Please use BLOCK letters.

| | |
|---|--|
| Client Account Name: (Name of Company - mandatory e.g. XYZ Pty Ltd) | BBY LIMITED |
| Full name of the Guarantor: | GLENN ALEXANDER ROSEWALL |
| Address: | UNIT 4, 3 BRADLEY AVENUE, BELLEVUE HILL NSW 2023 |
| Signed by the Guarantor: |  |
| Date: | <u>5 / 12 / 20 14</u> |
| Full name of the Guarantor: | DAVID JOHN PERKINS |
| Address: | UNIT 6, 267 MILLER STREET, NORTH SYDNEY NSW 2060 |
| Signed by the Guarantor: | |
| Date: | <u>5 / 12 / 20 14</u> |