



# SELF-MANAGED SUPERANNUATION FUND APPLICATION TO OPEN AN ACCOUNT WHERE A CORPORATE TRUSTEE

## ACCOUNT TYPE

Please select which type of account you would like to open

CFD Trading

Share Trading

**Please note, a Trust must be both established in Australia and a sole tax resident of Australia to qualify for a share trading account.**

## TRUSTEE INFORMATION

### 01 | TRUSTEE NAME AND DETAILS

Name of Corporate Trustee: \_\_\_\_\_

Street address (not a PO Box): \_\_\_\_\_ Country of Incorporation: \_\_\_\_\_

\_\_\_\_\_ Date of Incorporation: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_ Company identification number: \_\_\_\_\_

Registered address (not a PO Box): \_\_\_\_\_ Financial services license number: \_\_\_\_\_

\_\_\_\_\_

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

## TRUSTEE CONTROL STRUCTURE

### 01 | IDENTIFICATION OF DIRECTOR(S) OF CORPORATE TRUSTEE

#### DIRECTOR 1:

Full name: \_\_\_\_\_

Residential address (not a PO Box): \_\_\_\_\_

\_\_\_\_\_

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

Contact telephone number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

#### DIRECTOR 2:

Full name: \_\_\_\_\_

Residential address (not a PO Box): \_\_\_\_\_

\_\_\_\_\_

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

Contact telephone number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

## TRUSTEE CONTROL STRUCTURE (CONTINUED)

### 02 | IDENTIFICATION OF BENEFICIAL OWNER(S) OF CORPORATE TRUSTEE

We need to identify owners with 25% or more shareholding. If there are more Beneficial Owners, please provide details separately.

Full name: _____	Full name: _____
Residential address: _____ _____	Residential address: _____ _____
Postcode: _____	Postcode: _____
Date of Birth: _____	Date of Birth: _____

### 03 | IDENTIFICATION OF CONTROLLER(S) OF CORPORATE TRUSTEE

We need to identify individuals who make decisions about financial and operating policies.

Full name: _____	Full name: _____
Position: _____	Position: _____
Residential address: _____ _____	Residential address: _____ _____
Postcode: _____	Postcode: _____
Date of Birth: _____	Date of Birth: _____

### 04 | NOMINATED CONTACT DETAILS

Contact name: _____	
Main contact number (mandatory): _____	Where did you hear about us: _____
Secondary contact number: _____	Email address (mandatory): _____

### 05 | FINANCIAL DETAILS

Approx. funds available to the Trustee's trading with IG: **A\$** \_\_\_\_\_

Does the Trust or Trustees have assets in excess of A\$1 million (including SMSF)?  Yes  No

Source of funds used for your trading with us:  Trust Funds  Other (please specify)

Other: \_\_\_\_\_

Purpose of trading account/s:  Short medium term speculation  Hedging purposes  
 Long term growth  Diversified investment

## TRUST INFORMATION

Full name of the Trust: \_\_\_\_\_ ABN: \_\_\_\_\_

Country the Trust was established: \_\_\_\_\_

Is the Trust established in Australia and a sole tax resident of Australia?  Yes  No

**Beneficiary/s full name/s:**

**OR Membership class of Beneficiary/s:**

_____	_____
_____	_____
_____	_____

## DIRECTOR(S) AS GUARANTOR (FOR CFD TRADING ACCOUNT ONLY)

### DIRECTOR 1:

### DIRECTOR 2:

Full name: \_\_\_\_\_

Full name: \_\_\_\_\_

Approx. annual income before tax over last 3 years: **A\$** \_\_\_\_\_

Approx. annual income before tax over last 3 years: **A\$** \_\_\_\_\_

Approx. value of savings and investments: **A\$** \_\_\_\_\_

Approx. value of savings and investments: **A\$** \_\_\_\_\_

Evidence may be required upon request.

## INVESTMENT EXPERIENCE

1. Has the Trust or Trustees traded CFDs, FX or other leveraged products before? (for CFD Trading account only)  Yes  No
2. Are any Directors a current or previous bankrupt?  Yes  No

If the answer is **'Yes'**, please give details: \_\_\_\_\_

\_\_\_\_\_

## SUPPORTING DOCUMENTATION

The following certified supporting documentation should accompany the completed account Application Form for a Corporate Trustee:

- Trust Deed
- Latest Trust bank statement (no more than 90 days old)
- Guarantee and Indemnity completed and signed by one Director or if more than one Director appointed, by two Directors, before an independent adult witness (for CFD Trading account only)

## DECLARATIONS

I, for and on behalf of the Client, have received and understood the Share Trading Customer Agreement, Margin Trading Customer Agreement, and the Margin Trading Product Disclosure Statement, as applicable. I hereby consent to be bound by the terms of the relevant Customer Agreement in my dealings with IG Markets.

The Client understands the nature and risks associated with trading CFDs and/or securities and I, for an on behalf of the Client, hereby confirm that the Client has read and understood and agrees to be bound by the terms of the Risk Disclosure Notice.

I have also read, understood and consent to the Privacy Policy, including any offshore disclosure of personal information specified therein.

I confirm that I will notify IG immediately of any changes to the information provided, including, but not limited to, any change in the controlling parties or beneficial ownership.

I confirm that I 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 IG, to any third party in any manner. I 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.

I confirm that each of the persons whose names and specimen signatures appear in the Authorised Persons List (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 or the Trust's assets and to give any oral or written instructions to IG Markets Limited 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.

If relevant, I consent to IG obtaining from a credit reporting agency a consumer and/or commercial credit report about me or the Client in connection with a Margin Trading Application. I also confirm, for and on behalf of the Client, that I have read, understood and agree to the matters set out at section 21 and section 29 of the Margin Trading Customer Agreement.

I consent to IG verifying the identity of individuals associated with the Trust, such as the officeholders and beneficiaries. IG may disclose personal information such as the names, dates of birth, and addresses or other information that has been provided to a credit reporting agency (CRA) or identity verification service to obtain an assessment of whether that personal information matches information held by them or other identity verification sources. I hereby give my full and informed consent to IG on behalf of the Trust to provide personal information to a credit reporting agency or identity verification service for the purposes of undertaking electronic identity verification.

As the Corporate Trustee of the Client, I am expressly authorised and vested with the power to enter into the Customer Agreement(s) by the Trust Deed.

I confirm I am aged 18 years or over and, I undertake to notify IG if there is any change to my or the Client's status such that any one or more of the statements above becomes untrue.

Signed in accordance with section 127 of the Corporations Act 2001:

### FOR AND ON BEHALF OF CORPORATE TRUSTEE(S)

 Signature (Sole Director/Director 1): \_\_\_\_\_ Date: \_\_\_\_\_

 Signature (Director 2/Company Secretary): \_\_\_\_\_ Date: \_\_\_\_\_

## DEED OF GUARANTEE AND INDEMNITY IN FAVOUR OF IG (FOR CFD TRADING ACCOUNT ONLY)

### GUARANTEE IN FAVOUR OF:

IG Markets Limited (ABN 84 099 019 851, Derivatives Issuer Licence in New Zealand, Company No. 2249573) a company incorporated in England and registered in Australia and New Zealand as a foreign company the registered address of which is Level 15, 55 Collins Street, Melbourne, in the State of Victoria 3000 ('IG').

### GUARANTEE FROM:

The person(s) named in Part 1 of the Schedule to this agreement (the '**Guarantor(s)**').

### BACKGROUND:

- (a) The Trustee(s) specified in Part 2 of the Schedule is the Trustee(s) of the Trust identified and named in Part 3 of the Schedule.
- (b) The said Trust is governed by the Trust Deed specified in Part 3 of the Schedule.
- (c) The Trustee(s) identified and named in Part 2 of the Schedule to this agreement (the '**Customer**') has opened an account with IG ('**Account**') in order to enter into any or all of: (1) Contracts for Difference; or (2) any other transaction ('**Transactions**') pursuant to the terms and conditions of the IG Customer Agreement ('**Customer Agreement**') on behalf of the said Trust.
- (d) When the Customer enters into such Transactions it will incur liabilities and obligations to IG pursuant to the terms of the Customer Agreement.
- (e) IG has agreed to allow the Customer to open the Account on the condition that the Guarantor(s) agrees personally on his/her account to guarantee the due performance of the Customer's obligations arising under the Customer Agreement and the due payment of any amounts owed to IG 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 IG on receiving its first written demand and I/we further agree to indemnify IG and keep indemnified IG against all loss and damage incurred by IG by reason of the failure of the Customer to fulfil all its obligations under the Customer Agreement.
2. A certificate in writing signed by IG or on IG'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 IG.
3. My/our liability under this Deed will only be discharged by the receipt by IG 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. IG 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 IG, or
  - 3.4. any amendment from time to time to the Customer Agreement according to its terms and tenor or to the IG Markets Limited Product Disclosure Statement
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 IG 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 IG to induce me/us to enter this Deed and that I/we have made and will continue to make, without reliance on IG, 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 IG 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 IG 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 IG with such information and copies of such documents as are reasonably requested by IG for the purposes of IG 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 IG also has the right to pursue its rights under this Deed in any other jurisdiction.

PART 1: THE GUARANTOR(S)

THIS DEED IS SIGNED BY THE GUARANTOR

Name of Guarantor: \_\_\_\_\_

Address of Guarantor (not a PO Box): \_\_\_\_\_

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

 Signature of Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

WITNESS

In the presence of:

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

Address (not a PO Box): \_\_\_\_\_

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

 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

THIS DEED IS SIGNED BY THE GUARANTOR

Name of Guarantor: \_\_\_\_\_

Address of Guarantor (not a PO Box): \_\_\_\_\_

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

 Signature of Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

WITNESS

In the presence of:

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

Address (not a PO Box): \_\_\_\_\_

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

 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**YOU MUST SIGN IN THE PRESENCE OF A WITNESS. THE WITNESS MUST BE INDEPENDENT FROM THE COMPANY.**

PART 2: THE TRUSTEE

Name: \_\_\_\_\_

Company identification number: \_\_\_\_\_

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

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

PART 3: THE TRUST

Name of the Trust: \_\_\_\_\_

# AUTHORISED PERSONS LIST

Authorised signatories for: \_\_\_\_\_ (name of Company)

as at: \_\_\_\_\_ (date)

NAME	DATE OF BIRTH (DD/MM/YYYY)	SIGNATURE

 Signed: \_\_\_\_\_

Name of Director signing: \_\_\_\_\_

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Once you have completed your details, please:

- Print this form
- Sign it (in the presence of an independent witness if you are an individual)
- Return it to us