



## PRO CLIENT ACCOUNT (WEALTH) TRUST APPLICATION FORM

Full name of the Trustee and the Trust (e.g. Company Pty Ltd ATF Company Family Trust) (the 'Client') \_\_\_\_\_

IG Account Number (the 'Account'): \_\_\_\_\_

### PRO CLIENT ACCOUNT (WEALTH)

If the Client's Pro Client Account (Wealth) application is successful, the Client will be classified and treated as a wholesale client by IG. As a wholesale client, the Client will not be entitled to some of the protections afforded to retail clients under the Corporations Act 2001 (Cth).

Before completing this form, please ensure you have read and understood the Pro Guide and the Wholesale Disclosure Notice available at [www.ig.com/au/professional](http://www.ig.com/au/professional). In particular, please be aware of the following:

#### LOSS OF RETAIL CLIENT PROTECTIONS

The Client will not be entitled to the protections under ASIC's product intervention orders for CFD and binary options (whether proposed or in effect), including leverage restrictions.

The Client will not receive a Product Disclosure Statement (PDS) or Financial Services Guide (FSG).

IG's external dispute resolution body, the Australian Financial Complaints Authority (AFCA), has discretion to exclude complaints from wholesale clients.

The provisions relating to conflicted remuneration in the Corporations Act that affect how AFS licensees and their representatives are paid and the benefits they receive, do not apply.

#### IMPACT ON YOUR OPEN POSITIONS

Upon IG notifying the Client of its classification as a wholesale client, any open positions on the Account will be closed at the same level they were opened and a new wholesale position will be opened at that same level. There will be no charges or commissions as a result of these transactions and any stop or limit orders that you have will also get reinstated.

Where the Client has any open positions at the time we begin to treat the Client as a wholesale client, there may be tax implications in relation to those positions. We recommend that you consult an independent tax advisor in relation to the Client's tax circumstances.

## ASSESSMENT

### SECTION A: TRADING EXPERIENCE

1. Does the Trustee(s) have at least 4 quarters' experience trading leveraged derivatives such as CFDs, futures or options?

☐ Yes ☐ No

2. Was this experience obtained within the last 5 years?

☐ Yes ☐ No

3. During the Trustee(s) most active 4 quarters with IG and/or other providers, on average how many leveraged trades\* were placed per quarter?

\*Opening trades only

☐ More than 50 ☐ 30 - 49 ☐ 15 - 29 ☐ 0 - 14

### SECTION B: WEALTH

To qualify as a wholesale client under the wealth test, a qualified accountant must attest that each Trustee has net assets of at least AUD \$2.5 million OR gross income of at least AUD \$250,000 for each of the last two financial years. In the case of joint Trustees, the Trustees' joint assets may qualify. The Trust may also qualify if the Trust is controlled by a person that meets one of these criteria.

☐ Yes, I/we meet the wholesale wealth or income criteria

☐ No, I/we don't meet either of these criteria

You will need to provide proof in the form of a current accountant's certificate attesting to the Trustee(s) net assets or gross income. Qualified accountants are those with the relevant professional qualifications as defined under ASIC Corporations (Qualified Accountant) Instrument 2016/786.

### PRO CLIENT ACCOUNT (WEALTH) – WHOLESALE CLIENT ACKNOWLEDGEMENT

The Client has indicated it would like to be treated as a wholesale client by IG Australia Pty Ltd (together "IG", "us" or "we") and to be given an IG wholesale client account ("Pro Client Account").

Once the Client has signed and submitted this Pro Client Account (Wealth) Trust Application Form, and upon our notification to the Client of its new classification, we will treat the Client as a wholesale client under the Corporations Act 2001 in respect of this account and any future accounts it holds with IG.

As a wholesale client, the Client will not receive certain disclosures from us or benefit from certain protections which it may have been given in the past. In particular, please note that as a wholesale client:

- we are not required to provide the Client with a Product Disclosure Statement or Financial Services Guide;
- our external dispute resolution scheme, the Australian Financial Complaints Authority, will have the discretion to exclude complaints from the Client; and
- the applicable Future of Financial Advice (FoFA) requirements relating to conflicted remuneration do not apply.

If the Client has been given any of the documents set out above, the Client agrees that it will not rely on them in considering future transactions.

### YOUR ACKNOWLEDGMENT AND AGREEMENT

By signing this Pro Client Account (Wealth) Trust Application Form, the Client is applying to be treated as a wholesale client and acknowledges that IG will treat this as a written request to be treated as a wholesale client and as a statement of the Client's understanding and acknowledgement of the consequences of losing certain protections afforded to retail clients. Furthermore, by signing this Pro Client Account (Wealth) Trust Application Form, the Client acknowledges and agrees to the statements set out below, agrees that it meets the criteria to be classified as a wholesale investor under section 761G(7)(c) of the Corporations Act and has the experience necessary to assess the matters set out above in relation to the financial products or services provided by IG, and acknowledges the conditions that relate to having a Pro Client Account (Wealth) account.

The Client acknowledges that:

- The financial products and services which IG will provide to the Client as a wholesale client do not necessarily have the same investor protection and disclosure requirements as products made available to retail clients and is satisfied that it has the ability to obtain the information needed to make an informed decision.
- IG has not given the Client a Product Disclosure Statement.
- IG has not given the Client any other document that would be required to be given to it under Chapter 7 of the Corporations Act 2001 if the product or service were provided to it as a retail client.
- IG does not have any other obligation to the Client under Chapter 7 of the Corporations Act 2001 that IG would have if the product or service were provided to the Client as a retail client.
- IG may, from time to time, voluntarily provide some of the retail client protections to the Client, at its absolute discretion and the provision of such protections at any particular time does not create any entitlement for the Client to their continued provision and does not affect IG's right to treat the Client as a wholesale client.
- If the Client is already an IG client, although it may have previously been issued with a Product Disclosure Statement by IG and treated as a retail client, it will now be treated as a wholesale client by IG.

The Client also agrees that:

- Upon IG notifying the Client of its classification as a wholesale client, in respect of every open Transaction (including a CFD) that has been issued to the Client as a retail client (each an "Open Position"):
  - o IG is permitted to (and the Client instructs IG to) terminate the Open Position, and the Open Position is closed at that time. This termination will occur at a price equal to (and the Closing Level for such Open Position will be) the Opening Level for that Open Position (being the same price at which such Open Position was originally issued to the Client).
  - o IG is permitted to (and the Client requests that IG) open a new Transaction, subject to the terms (including margin requirements) applicable to the Client's account type but otherwise on the same terms as the Open Position, with an Opening Level equal to the Opening Level of the Open Position, and the Transaction is opened on that basis at the time immediately after the closing of the Open Position.
  - o The process of terminating any Open Positions and opening new Transactions may have tax implications for the Client and it acknowledges that it has been advised to seek independent tax advice on these events.
  - o The new Transaction is being issued to the Client as a wholesale client.
  - o No amount is payable between IG and the Client as a result of the closing of the Open Position and opening of new Transaction described in this paragraph.
- The client will not be acquiring financial products or services with IG in connection with a business.
- IG may withdraw the Client's status as a wholesale client, and treat the Client as a retail client, at any time at its discretion.

If there are any changes that might affect the Client's eligibility to be classified as a wholesale client or where the Client wishes to downgrade the Pro Client Account to a retail client account, the Client undertakes to inform IG as soon as possible, but in any event, within 14 calendar days of such change in circumstances, and agree that IG shall not be liable for any losses arising from any delay or failure for the Client to notify you.

By signing this Pro Client Account (Wealth) Trust Application Form the Client represents and warrants that the information and confirmations contained in this Pro Client Account (Wealth) Trust Application Form, and any other documentation provided in connection with the Client's account, are complete, true and accurate.

This Pro Client Account (Wealth) Trust Application Form is governed by the law of the State of Victoria and the courts of Victoria will have non-exclusive jurisdiction to determine any legal action or proceedings (including any non-contractual disputes or claims) arising out of or in connection with it. Any capitalised words and expressions not defined in this Pro Client Account (Wealth) Trust Application Form will have the meaning ascribed to them in the Client's customer agreement with IG.

 Signed for and on behalf of the Client: \_\_\_\_\_ Date \_\_\_\_\_

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

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