



# Foreign Exchange Master Agreement

## Commercial Account

***IMPORTANT: Foreign Exchange Transactions can sometimes result in a loss if exchange rates, or interest rates change. It is up to the Customer to understand these risks and to monitor their position. KVB will not be liable to the Customer for the Customer’s losses in any circumstance other than to the extent mandated by law.***

Dated .....

BETWEEN **KVB** (“KVB” means KVB Global Markets Pty Ltd ABN 46 132 903 514 AFSL 334293 and its successors and permitted assigns)

AND .....  
(The “Customer” and its successors and permitted assigns)

**This Foreign Exchange Master Agreement shall apply to FX transactions entered between the above parties.**

### **Interpretation of certain terms used in this Agreement**

**Authorised Signatory** – means a person who has been authorised by the Customer to act on its behalf in respect of giving instructions to, transacting, dealing and/or trading any FX Transactions with KVB including signing on behalf of the Customer and “**Authorised Signatories**” shall be construed accordingly.

**Business Day** – means a day other than (a) a public holiday (b) a Saturday (c) A Sunday.

**Confirmation** - means KVB’s written document setting out the details of the FX transaction, which will be sent to the Customer, after the transaction instructions have been placed.

**Commercial Purposes** – means the purchase and sale of foreign currencies to receive or take physical delivery of the currency and excludes any trading for speculative purposes.

**Contract Date** means the date on which instructions are received from the Customer to enter a FX transaction.

**Customer** – means the person or party who as a customer, duly completes, signs and delivers to KVB the application form supplied with this Agreement.

**Deliverable/Delivery** – means a FX exchange transaction where the physical delivery is made of the principal and other currency detailed in the FX contract/transaction of the Transaction Confirmation.

**FX** – means foreign exchange

**FX Transaction** - means any transaction between the parties providing for the purchase of one currency with another currency.

**Insolvent** - means insolvent, bankrupt, in liquidation, receivership judicial management or statutory management, under administration or reconstruction, struck-off or removed from the register under the Bankruptcy Act 1966 or Corporations Act 2001, wound-up, dissolved, subject to any assignment for the benefit of creditors or subject to any arrangement or compromise with creditors.

**KVB** – means KVB Global Markets Pty Ltd and its successors and permitted assigns.

**Non-Deliverable** – is where the contracted currencies are not delivered but settled against each other resulting in a net balance (payable or receivable).

**Nominated Account** - means the bank account nominated by KVB from time to time into which the Customer's sale currency and/or Margin will be paid.

**Person** - includes an individual, a body corporate, a firm, a partnership, an unincorporated association, or an authority.

**Spot FX Transaction** – means a trade where the value date is two business days after the transaction date.

**Value Date** - means the date when the Customer must have their sale currency deposited into the nominated KVB account, after which KVB will send the Customer's purchased currency to their nominated account.

## 1. What this Agreement Covers

This Agreement covers all Foreign Exchange ("FX") Transactions that ("KVB") and the Customer enter into after the date of this Agreement. "KVB" means KVB Global Markets Pty Ltd ABN 46 132 903 514 / AFSL 334293. This Agreement (as amended from time to time and notified to the Customer) and each FX transaction will together form one Agreement (referred to as the "Agreement").

1.1. The Customer warrants and acknowledges that:

- a) All FX Transactions are primarily for commercial purposes (delivery) and not for the purpose of currency speculation (non-delivery).
- b) KVB have no obligation to monitor or enforce Customers' compliance with their obligations in 1.1(a) and will have no liability for any direct or indirect losses incurred by the Customer in relation to Customers' non-compliance therewith.
- c) The Customer is acting as principal only and not as an agent for a third party
- d) The Customer will take physical delivery on the value date of their purchased currency after payment to KVB of the full amount of their sale currency for each FX Transaction as stipulated by KVB.
- e) FX Transactions cannot be transferred to another party or entity.

- f) The Customer has to undergo and pass KVB's customer due diligence measures (commonly known as Know-Your-Client) in accordance with the Anti-Money Laundering and Counter Terrorist Financing (AML & CTF) and other mandatory provisions before the Customer can enter into any FX Transactions. KVB is not obliged to enter into any FX Transactions with the Customer; and
- g) All information provided under the application forms supplied herewith or during KVB's customer due diligence measures is true, correct, complete and not misleading and that all FX Transactions are entered into in reliance upon such information. KVB will not otherwise enter into any FX Transactions with the Customer.

## 2. How to enter FX Transactions

- 2.1. FX Transactions will be entered into by telephone or electronic communications (for avoidance of doubt automated transactions and trading services is excluded) via KVB's e-FX platform and KVB GCFX apps. KVB and the Customer will be legally bound from the time an FX Transaction is agreed between the two parties.
- 2.2. Customer is obliged to ensure that all instructions to convert and remit funds will be conveyed to KVB in a clear and precise manner.
- 2.3. KVB will then send the Customer a written/electronic confirmation setting out the details of each FX Transaction. Upon receipt of the confirmation, when the customer first becomes aware of any discrepancy, (but within (24) twenty-four hours in any event) they must advise KVB of any such discrepancies. Otherwise, the confirmation shall be accepted by both parties as conclusive evidence of the agreed terms of such FX Transaction.
- 2.4. A I I FX Transactions will still be valid and binding without such written confirmation of its terms.
- 2.5. The Customer will maintain appropriate controls and security to ensure that unauthorized, forged or fraudulent instructions are not given to KVB. The Customer will immediately notify KVB of any such unauthorized instructions. Despite such notification, KVB shall not assume any liability for unauthorised forged or fraudulent instructions.
- 2.6. The Customer acknowledges that KVB is entitled to act upon instructions which appear to be from the Customer and will not be liable to the Customer or any other party should any instruction be unauthorized forged or fraudulently given.
- 2.7. KVB, in its sole discretion, reserves the right to refuse to act on any instruction or to prescribe any conditions subject to which it accepts any instruction when it considers reasonable to do so.
- 2.8. KVB maintains the following records that relate to customer's money and FX transactions:
  - a) Books of accounts
  - b) Customer Statements
  - c) Customer Details
  - d) Records of activities
  - e) Instructions received from customers
  - f) FX Transactions executed

Accounting and dealing records are kept for at least seven (7) years. The records of telephone and internet conversations and other records are kept for six (6) years. A request for a copy of any or all of the above records must be made to KVB by way of a medium acceptable to KVB such as fax, mail, email or telephone. Customers will receive a copy of the requested records by fax, mail, or

through an electronic medium. The charges for such services / requests are available from KVB on request.

### 3. Payments

- 3.1. KVB and the Customer will make payments to each other at the time and place agreed for each FX Transaction. The amount and the currency of payment will depend on the terms of each FX Transaction.
- 3.2. The Customer will pay their payment currency into the nominated account stipulated by KVB in cleared funds, not later than the business day immediately preceding the Value Date of the FX transaction and such payment for the Customers obligations will be beneficially owned by KV and will not be subject to any charge or lien over any funds provided.
- 3.3. All payments made by the Customer must be in cleared funds, excluding cash – KVB does not accept cash payments - and the amount of each payment made by the Customer to KVB must be the full amount payable without any withholding deduction. KV - B will only be obliged to make a payment to the Customer when none of the events of default referred to in clause 4.1 have occurred and/or is continuing to occur.
- 3.4. The parties acknowledge that the banks through which payment of the trades are made, have specific cut-off times for the receipt and release of electronic payments. KVB accepts no responsibility for and shall have no liability in respect of any delay in onward payments due to the late arrival of funds or instructions of payments relative to the cut-off times of the respective bank. KVB reserves the right to hold over payments until the next settlement date available.
- 3.5. KVB will not be liable for any delays when the above conditions (3.1 to 3.4) have not been adhered to.
- 3.6. KVB will make payments to third parties only when instructions have been received in writing from the remitting Customer.
- 3.7. KVB will only make payments to third parties when the funds to be paid are from the remitter of the transfer and received as cleared funds by KVB.
- 3.8. If on the same day KVB and/or the Customer owes the other an amount in the same currency under this Agreement, then the one that owes the higher amount shall deduct the amount that is owed by the other and pay only the net amount that is owing to the other party. The party owing the lesser amount will not have to make a payment in those circumstances.
- 3.9. The Customer agrees to indemnify KVB for any loss incurred in the payment of funds where such loss has been incurred due to fraud by any employee, agent, or director of the Customer.
- 3.10. The customer hereby acknowledges and agrees that money paid or deposited into the Nominated Account is deposited with KVB's other customers moneys in a pool i.e. the Customer funds and funds of other individual customers are not separately deposited into each individual customer's sb-account but pooled together in a single balance where records of each customer's balance are easily reconciled and calculated by system records.

### 4. When may KVB terminate an FX Transaction (Events of Default)

- 4.1 KVB may terminate any or all outstanding FX Transactions and/or this Master Agreement if any of the following events (or other similar conditions) has occurred and/or is continuing:

- a) The Customer fails to make, when due, any payment under this Agreement or any other Agreement the Customer has entered with KVB, or its related companies and affiliates as amended from time to time; or
- b) The Customer does not comply with or perform their obligations under this Agreement or any other Agreement that the Customer has entered with KVB, or its related companies and affiliates as amended from time to time; or
- c) Any representation made by the Customer to KVB in relation to this Agreement or an FX Transaction proves to be false, incorrect or misleading in any material respect; or
- d) The Customer becomes insolvent, bankrupt, under administration or places itself under voluntary administration or has been liquidated or is subject to any winding-up proceedings or any resolution for the winding-up of the same has been passed.

4.2 If KVB elects to terminate any FX Transaction, clause 3 of this Agreement will not apply to payment to be made by KVB but instead payment will be determined by clause 5 of this Agreement.

## 5. Payments on Termination

- 5.1. If an FX Transaction is terminated in accordance with clause 4, KVB will determine, as at the termination date the mark-to-market value of that terminated FX Transaction. Such a determination will be made by KVB in good faith based on market quotations obtained by KVB. Where a quotation is denominated in a currency other than Australian dollars, KVB may convert the quoted amount into Australian dollars using an exchange rate selected by KVB in good faith.
- 5.2. Once the mark-to-market value of each terminated FX Transaction has been determined, each value will be aggregated to obtain a final net amount. If this final net amount calculated shows that monies are owed by the Customer to KVB, then the Customer must pay this amount to KVB. If this final net amount calculated shows that monies are owed by KVB, to the Customer, then KVB will pay this amount to the Customer.
- 5.3. KVB will notify the Customer of their determinations under this clause as soon as is reasonably practicable.
- 5.4. Payments must be made within two business days of KVB notifying the Customer of its determinations.

## 6. Representations

- 6.1. Each party represents and warrants as of the date of this Agreement and each FX Transaction that:
  - a) it has the power to enter and perform its obligations under this Agreement.
  - b) it is not insolvent.
  - c) its obligations under this Agreement are (and in the case of future FX Transactions will be) binding on it;
  - d) in entering into this Agreement, it is not in violation of any Agreements by which it is bound; and
  - e) it acts as principal (and not as agent or trustee) in entering into this Agreement and each FX Transaction.
- 6.2 The Customer represents and warrants as of the date of this Agreement and each FX Transaction that none of the events of defaults in clause 4.1 has occurred or is continuing.

## 7. Other Provisions

### 7.1 *Significant risks*

You should be aware that FX trading involves risks. It is important that you carefully consider whether trading foreign currency products is appropriate for you considering your investment objectives, financial circumstances and needs.

## 7.2 *Market volatility*

FX currency markets are subject to many influences which may result in rapid currency fluctuations and reflect unforeseen events or changes in conditions with the inevitable consequence being market volatility.

Given the potential levels of volatility in the FX markets, it is essential that you closely always monitor your positions.

## 7.3 *Independent Advice.*

The Customer undertakes in relation to each FX Transaction, that it has obtained or will obtain such independent advice including tax, legal, and financial product advice as the Customer considers necessary and will not rely on any representation or information made or given (other than a representation expressly set out in this Agreement) by KVB, and KVB will not be liable for the Customer's loss in any circumstances other than to the extent mandated by law.

The Customer further acknowledges that:

- a) It is not relying on any communications (written or oral) of KVB or its representatives as advice or recommendation to enter into any FX Transactions but based upon its own judgment;
- b) It has not received from KVB or its representatives any assurances or guarantees as to the expected results of any FX Transactions;
- c) Information and explanations related to the terms and conditions of this Agreement and each FX Transaction shall not be considered as investment advice or recommendation to enter into this Agreement or any FX Transaction;
- d) No communication (written or oral) received from KVB shall be deemed to constitute an assurance or a guarantee as to the expected results of this Agreement or any FX Transactions;
- e) It is capable of assessing the merits of, evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the FX Transactions; and
- f) KVB is not acting as a fiduciary or an advisor for the Customer in respect of any FX Transactions.

## 7.4 *Set-off If:*

- a) an FX Transaction is terminated in accordance with clause 4.
- b) on or after the termination date an amount is (or, but for this clause, would be) owed by KVB to the Customer under this Agreement.
- c) on or after the termination date an amount is owed by the Customer to KVB (whether owed under this Agreement and irrespective of the currency, place of payment or booking office of the obligation) in respect of a transaction,

**Then:**

At the option of KVB (which shall be binding to the Customer).

- d) That transaction will become a transaction to which this Agreement applies; and
- e) an amount equal to the amount referred to in paragraph (c) will be deemed to be a quotation for a terminated FX Transaction for the purposes of clause 5.1 and will be considered in the calculation of the final net amount under clause 5.2.

**7.5 Right to retain the customer's funds**

KVB shall be entitled at any time to retain or make deductions from set-off amounts or credit balances which KVB owes to the Customer (including without limitation, any margin or the proceeds of any sale or closing out transaction) in order to meet any liabilities which, the Customer may have incurred to KVB or which KVB may have incurred on the Customer's behalf under this Agreement.

**7.6 Communications**

In order that transactions may be quickly and efficiently processed, KVB is entitled to rely upon and act in accordance with any communication received from or purportedly sent by the Customer or an Authorised Signatory.

Communications can be given in any form agreed between KVB and the Customer, provided that, in KVB's conclusive view, any such communication is clear and unambiguous as to its terms. KVB reserves the right not to act on any communication which is not in an agreed form. KVB may in its sole discretion and despite any other provisions of the Master Agreement, before or after KVB acts on any communication, require written confirmation of any such communication from the Customer. KVB may refuse to action any communication if KVB doubts the legality or authenticity of any communication. If KVB refuses to act on any communication, KVB shall inform the Customer that such communication has not been acted upon. KVB are not bound to make any enquiry as to the accuracy of the information contained in any communication and are entitled to assume that any communication given by an Authorised Signatory has been authorised by the Customer. To help improve the services provided by KVB, and in the interests of security, KVB may monitor and/or record any telephone calls with the Customer or any Authorised Signatory. Any recording may be used as evidence in any courts or in any proceedings for the purpose of establishing any matters pertinent to the Agreement and any FX Transactions under it.

The Customer acknowledges the risks associated with the different forms of Communications offered by KVB and agrees to accept those risks for the purposes of making such communications. In addition to the above, by sending KVB any electronic instructions, the Customer acknowledges and agrees that:

- a) They are requesting and authorising KVB to accept and act on those electronic instructions, which KVB in its sole discretion and in good faith believes to have been provided by the Customer or an Authorised Signatory without requiring written confirmation bearing actual signatures in accordance with the mandate for the Account before acting on those electronic instructions.
- b) There are risks inherent in the giving of electronic instructions. Fraudulent or other unauthorised instructions may be transmitted by electronic communication. Facsimile instructions may be transmitted to wrong numbers, may never reach KVB and may become known to third parties. The Customer should not give electronic instructions unless these risks are understood and is prepared to undertake such risks.
- c) Good and proper receipt by KVB of the electronic instructions will be conclusive evidence of such receipt.
- d) KVB will not be under any duty to verify the identity of the person or persons giving electronic instructions purportedly in the Customers name (whether they are from the Customer or any Authorised Signatory) and any transaction made pursuant to those electronic instructions will be binding on the Customer whether made with or without the Customer's authority, knowledge, or consent; and
- e) The Customer undertakes to indemnify and to keep indemnified at all times, KVB, against all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, incurred or suffered by KVB as a result of or which arises in connection with (whether directly or indirectly), KVB accepting and acting in good faith on any electronic instructions purporting to originate from you, an Authorised Signatory or any other person purporting to be authorised by the Customer or acting on the Customer's behalf.

**7.7 Assignment.**

Neither party may assign, transfer, charge, mortgage, declare a trust over or otherwise deal with any of its rights under this Agreement unless the other party consents, except that KVB may assign, transfer, charge, mortgage, declare a trust over or otherwise deal with any of its rights under this Agreement by giving two days' notice in writing.

**7.8 Interest**

If the Customer does not pay an amount to KVB when due, the Customer must pay KVB interest on that overdue amount. Such interest will accrue daily from the date the amount was due to the date the Customer makes payment. The rate of interest will be determined at KVB's absolute discretion (and may be capitalized). KVB will not pay interest to the customer for deposits held.

**7.9 Enforcement Costs.**

If an event of default occurs, the Customer will, on demand, meet any costs (including but not limited to legal costs and disbursements, debt collection costs associated with the collection of outstanding amounts and penalty interest at the rate of 2% per month) incurred by KVB when enforcing KVB's rights under this Agreement

**7.10 Fees.**

The Customer will, on demand, meet fees and expenses charged by KVB in relation to this Agreement or an FX Transaction (if any).

**7.11 Consequential Loss.**

The Customer waives their claim for any consequential loss and/or indirect loss in the event of breach of this Agreement on the part of KVB.

**7.12 Amendment.**

No amendment in respect of this Agreement will be effective unless it is in writing and executed by each of the parties.

**7.13 Authorised Persons.**

The Customer will provide KVB with a list of those persons the customer has authorised to enter into, settle FX Transactions and sign confirmations on their behalf, and Customer shall bear the full responsibility for ensuring such list is always accurate and up-to-date

**7.14 Limitations on Liability and Indemnity**

- a) No warranty is given by KVB as to the performance or profitability on any FX Transaction. KVB does not assume liability or responsibility to the Customer or any other person for any liabilities, claims, action, suits, proceedings, losses, damages, demand, taxes, costs, charges and expenses of any kind which may be incurred or suffered by the Customer or any other person as a result of or in connection with:
- i) Any errors of fact or judgment or any action taken (or omitted to be taken) by KVB in good faith.
  - ii) KVB acting on any instruction from the Customer.
  - iii) Access to or use of the services provided by KVB under this Agreement by the Customer or any other person whether or not authorised by the Customer.
  - iv) Any interruption, suspension, delay, loss, mutilation or other failure in transmission of any instruction or other information howsoever caused.
  - v) Any inability to access the online service for any reason beyond the reasonable control of KVB.
  - vi) KVB's inability or delay in executing any instruction from the Customer due to any reasons beyond its reasonable control including, without limitation, exchange control or other government measures or restrictions, adverse market conditions, disruptions in market or exchange, suspension of trading, change in national or international monetary, financial, political or economic conditions, any act of force majeure,



any breakdown or failure of transmission, communication or computer failures, any strike or similar industrial action and the failure of any exchange, or any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation or;

vii) Any failure by KVB to perform its obligations under this Agreement because of any third party (including any counterparty to, or any person whom KVB engages in connection with any FX Transaction) failing to perform its obligations to KVB unless arising from KVB's negligence or wilful default and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from.

viii) Any person who is appointed by KVB to perform any of the services and is made available to KVB under this Agreement, provided that KVB has exercised such care in appointing such persons as it would employ for its own business.

- b) KVB shall not be liable for any taxation consequences of any FX Transaction.
- c) The Customer irrevocably indemnifies KVB and its employees on demand (whether before or after termination of this Agreement) against all liabilities, claims, demands, losses, damages and taxes incurred by any of them, and charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) incurred by any of them, and all actions or proceedings which may be brought by or against any of them in connection with any breach of the Customer's obligations, representations or warranties under this Agreement, and/or as a result of KVB acting on any instruction given or authorised or purportedly given or authorised by the Customer, and/or the provision of any services under this Agreement, and/or the exercise or preservation of KVB's powers and rights under this Agreement, unless arising solely from negligence or wilful default of KVB or its employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from. KVB is entitled to retain or deduct such amounts from any account maintained by the Customer with KVB as KVB determines to be sufficient to cover any amount which may be owed by the Customer to KVB under this clause.
- d) The Customer shall be fully liable to any and all the instructions given (no matter given by whom) under their FX trading account. KVB will not be liable to the Customer or any other party if the instructions are unauthorised, forged or fraudulently given and KVB could not reasonably have detected that from the instructions received. The Customer will indemnify KVB for their losses in acting on such instructions.

#### 7.15 **Waiver**

No indulgence or concession granted by KVB and no failure, omission or delay in exercising any of KVB's rights, powers or privileges under this Agreement, shall operate as a waiver or preclude the exercise of any other right, power or privileges.

#### 7.16 **Severability**

Each of the provisions of this Agreement is distinct and severable from the others. If any provision of this Agreement shall be held to be void, invalid, illegal or unenforceable the same shall be deemed to be deleted to the extent necessary to cure such voidness, invalidity, illegality or unenforceability and all other provisions of this Agreement shall remain in full force and effect.

#### 7.17 **Electronic Trading and order routing system**

KVB shall not be liable to the Customer for any failure, hindrance or delay in performing its obligations under this Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such events shall include but not limited to technical difficulties such as telecommunication failures or disruptions, non – delivery of KVB's On-line FX trading facility or KVB's GCFX apps due to maintenance, downtime, civil unrest, terrorism, war, natural disasters, strikes, lockouts, fire or such at KVB's premises, notwithstanding that KVB is a party to the conflict and including cases where only part of KVB's functions are affected by such events.

Trading through an electronic trading or order routing system exposes the Customer to risks associated

with system or component failure. Since KVB does not control signal power, its reception or routing via the internet, configuration of Customer equipment or reliability of its connection, KVB cannot be responsible for communication failures, distortions or delays when the Customer trades on line over the internet.

#### 7.18 **Privacy/Anti-Money Laundering**

- a) KVB is authorised to:
- i) collect, hold and disclose personal information about the Customer or any Authorised Person, for the purposes of carrying out the Customer's instructions, to conduct KVB's credit, verification or security checks, administering the Customer's account and for KVB's own marketing purposes;
  - ii) disclose certain information about the Customer or any Authorised Person and details of any FX transaction as required by any regulator under the Rules or at law.
  - iii) request the Customer at any time to provide the names of one or more credit references to assist in assessing the Customer's credit worthiness, and to exchange credit information about the Customer with KVB and with credit reporting agencies at any time.
  - iv) report any overdue payments owing to KVB by the Customer to other credit providers or credit reporting agencies.
  - v) terminate the Customer's account with KVB and/or suspend KVB's services to the Customer if the Customer fails to provide KVB with any relevant information that KVB requests from the Customer.
- b) record telephone conversations, internet conversations (chats) and meetings which KVB may have with the Customer (or any external party).
- c) KVB, whose registered offices and principal places of business are situated at Level 33 GMT, 1 Farrer Place Sydney NSW 2000, and Level 40, 140 William Street Melbourne VIC.3000 will collect and hold the Customer's personal information. The Customer has the right to see all their personal information held by KVB. If the information held about the Customer is wrong, the Customer has the right to have it corrected. The personal information supplied by the Customer is confidential to the Customer and maybe used by KVB primarily to further the relationship between the Customer and KVB. This includes the provision of any products or services of KVB and information about them which may be of interest to the Customer. Such information may be in the form of customer newsletters, brochures, offers of other services, or similar communications. If the Customer does not wish to receive this information, they may contact KVB at the above address.
- d) The Customer may wish to allow the Customer's legal and financial advisors, as nominated in writing by the customer, to have access to information relating to the Customer's FX Transactions.
- e) The Customer will take all reasonable steps to obtain and communicate to KVB all information and deliver or cause to be delivered to KVB all documents with respect to dealing and trading activities which are requested by a person having a right to request such information or documents.  
The Customer authorises KVB to pass on all information, and deliver or cause to be delivered all documents, to the person so requesting.
- f) KVB reserves the right to collect and verify such information as is necessary from the Customer to meet its obligations under applicable Anti-Money Laundering laws and regulations, and to provide all such information regarding the Customer to a relevant regulatory body

(whether legally compelled or not).

#### **7.19 *The Spam Act 2003***

The Spam Act 2003 requires KVB to obtain the consent of the Customer to send “commercial electronic “messages to the Customer. By executing this Agreement, the Customer hereby authorises KVB to communicate to the Customer from time to time, when appropriate, by email and/or SMS.

#### **7.20 *Governing Law***

This Agreement is governed by and construed in accordance with the laws of New South Wales or Melbourne (dependent on customers domicile) and the parties submit to the non-exclusive jurisdiction of the courts and tribunals in that State.

Complete all details below -

### Company Information

Company Name

Company Number

Registered Business Address

Principal Place of Business:

Street No.  Street Name

Suburb  Town/City

Country  Postcode

Mailing Address (if different):

Business Description

Account Purpose

Expected level of transactions

Number of deals (Estimate)   per month  per quarter  per year

Average transaction value (Estimate)  in Currency

Principal Contact Person Name:

Telephone  Mobile

Email Address  Fax

*This Agreement must be signed by two Directors unless the Company only has one Director or the Company constitution allows a single Director signatory, in which case the Director must sign before a witness.*

*Only provide details for those Directors authorised to place orders on behalf of a Company or Entity Applicant.*

**Director Details (Complete for EVERY director)**

---

Director 1

Surname  First names

Date of Birth  Citizenship

Residential Address: Street No.  Street Name

Suburb  Town/City

Country  Postcode

Phone Work  Mobile

Email Address

---

Director 2

Surname  First names

Date of Birth  Citizenship

Residential Address: Street No.  Street Name

Suburb  Town/City

Country  Postcode

Phone Work  Mobile

Email Address

---

Director 3

Surname  First names

Date of Birth  Citizenship

Residential Address: Street No.  Street Name

Suburb  Town/City

Country  Postcode

Phone Work  Mobile   
Email Address

**Shareholder Details (Complete for EVERY shareholder who owns 25% or more of the company)**

---

Shareholder 1: the same as director 1  Yes  No (If ticked "yes", you don't need to provided the information below again.)

Surname  First names   
Date of Birth  Citizenship

Residential Address: Street No.  Street Name   
Suburb  Town/City   
Country  Postcode

---

Shareholder 2: the same as director 2  Yes  No (If ticked "yes", you don't need to provided the information below again.)

Surname  First names   
Date of Birth  Citizenship

Residential Address: Street No.  Street Name   
Suburb  Town/City   
Country  Postcode

---

Shareholder 3: the same as director 3  Yes  No (If ticked "yes", you don't need to provided the information below again.)

Surname  First names   
Date of Birth  Citizenship

Residential Address: Street No.  Street Name   
Suburb  :  Town/City   
Country  Postcode

**Authorized Person Details (Complete for any additional person(s) whom you would like to be Authorised Person(s) for the purposes of the Agreement. Note that all Authorised persons must be 18 years or older. )**

---

Authorized Person 1

Surname  First names   
Date of Birth  Citizenship   
Relationship to Applicant   
Residential Address: Street No.  Street Name   
Suburb  Town/City   
Country  Postcode   
Phone Work  Mobile   
Email Address

---

Authorized Person 2

Surname  First names   
Date of Birth  Citizenship   
Relationship to Applicant   
Residential Address: Street No.  Street Name   
Suburb  Town/City   
Country  Postcode   
Phone Work  Mobile   
Email Address

---

Authorized Person 3

Surname  First names   
Date of Birth  Citizenship   
Relationship to Applicant   
Residential Address: Street No.  Street Name   
Suburb  Town/City

Country  Postcode

Phone Work  Mobile

Email Address

**Instructions for Signing (Mandatory)**

- Every person authorized to place orders on the behalf of the company must sign below and indicate the capacity in which they are signing.
- Where the Company constitution allows a single Director signatory, the Director's signature must be witnessed.

**Directors' Signature**

Name

Signature

Date

Name

Signature

Date

Name

Signature

Date

**Authorized Persons' Signature**

Name

Signature

Date

Name

Signature

Date

Name

Signature

Date



**Witness (where only one Director signs on behalf of a Company)**

Name of Witness  Signature

Occupation

Residential Address Street No.  Street Name

Suburb

Country

**Director's Declaration**

I, \_\_\_\_\_, (INSERT NAME & POSITION), acknowledge that the details provided in this application form are true and correct as at the date of this application. I undertake to inform KVB Global Markets Pty Ltd of any changes to those details within 5 business days of the change. I agree that all supporting materials are true and correct, and that the stated purpose for this account is true and correct.

I confirm that I have read, understand, and accept the terms of the Master Agreement which I have the authority and legal capacity to execute.

Full name	Signature	Capacity	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Execution by KVB**

Signed for and on behalf of KVB Global Markets Pty Ltd by its authorised representative

Name  Title

Signature  Date

Checked by Compliance

Name  Date

Signature