

# FIIG Client Account Application Form

Opening a Client Custody and Investment Transaction account with FIIG Securities Limited

#### June 2024

#### **Important Information**

FIIG Securities Limited ('FIIG') provides general financial product advice only. As a result, this document, and any information or advice, has been provided by FIIG without considering one or more of your objectives, financial situation and needs. Because of this, you should, before acting on any information or advice from FIIG, consider the appropriateness of the information or advice having regard to your objectives, financial situation and needs. If this document, any information or any advice, relates to the acquisition, or possible acquisition, of a particular financial product, you should obtain a product disclosure statement relating to the product and consider the statement before making any decision about whether to acquire the product. Neither FIIG, nor any of its directors, authorised representatives, employees, or agents, make any representation or warranty as to the reliability, accuracy, or completeness, of this document, any information or any advice. Nor do they accept any liability or responsibility arising in any way (including negligence) for errors in, or omissions from, this document, information or advice. FIIG, its employees and related parties earn fees and revenue from dealing in the securities as principal and foreign exchange contracts or otherwise and may have an interest in any securities mentioned in this document. Any reference to credit ratings of companies, entities or financial products must only be relied upon by a 'wholesale client' as that term is defined in section 761G of the Corporations Act 2001 (Cth). FIIG strongly recommends that you seek independent accounting, financial, taxation and legal advice, tailored to your specific objectives, financial situation and needs, prior to making any investment decision. FIIG does not provide tax advice and is not a registered tax agent or tax or financial advisor, nor are any of FIIG's employees or authorised representatives. A copy of FIIG's current Financial Services Guide is available at www.fiig. com.au/fsg.

An investment in notes, bonds or securities should not be compared to a bank deposit. Notes, bonds and securities have a greater risk of loss of some or all of an investor's capital when compared to bank deposits. Past performance of any product described in any communication from FIIG is not a reliable indication of future performance. Forecasts contained in this document are predictive in character and based on assumptions, such as a 2.5% p.a. assumed rate of inflation (unless otherwise specified), foreign exchange rates, or forward interest rate curves generally available at the time, and no reliance should be placed on the accuracy of any forecast information. The actual results may differ substantially from the forecasts and are subject to change without further notice. FIIG may quote to you an estimated yield when you purchase a bond. This yield may be calculated by FIIG on either A) a yield to maturity date basis; or B) a yield to early redemption date basis. Some bond issuances include multiple early redemption dates and prices, therefore the realised yield earned by you on the bond may differ from the yield estimated or quoted by FIIG at the time of your purchase. The information in this document is strictly confidential. If you are not the intended recipient of the information contained in this document, you may not disclose or use the information in any way. No liability is accepted for any unauthorised use of the information contained in this document. FIIG is the owner of the copyright material in this document unless otherwise specified.

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Sydney | Melbourne | Brisbane | Perth FIIG Client Account Application | Page 1 of 16

or email us at clientservices@fiig.com.au

Thank you for choosing to invest with FIIG Securities Limited ("FIIG").

FIIG provides you with the opportunity to buy and sell corporate, bank, and government bonds in parcels from as little as \$10,000 with a minimum portfolio balance of \$50,000 per account. All FIIG services are designed to ensure that you are able to choose, control and retain beneficial ownership of your investments, so ultimate control always remains where it should be, with you.

This pack provides you with the documents and forms which you need to read, complete and return to us. Please provide all of the information requested on the following pages, relevant to your type of application.

We use the information to verify your identity and establish your FIIG Client Account. If you are unable to provide any particular piece of information, please explain this or insert Not Applicable. Information (including client identification details and other information) may be provided to agents appointed by FIIG to carry out relevant procedures and services, in order for FIIG and those entities to meet their obligations under the Anti-Money Laundering/Counter Terrorism Financing Act 2006. Information may also be provided in order for FIIG to meet its obligations in respect of tax reporting under the Intergovernmental Agreement ("IGA") between the Australian and U.S. Governments, implementing the Foreign Account Tax Compliance Act ("FATCA"), dated 28 April 2014, and under the OECD's Common Reporting Standard for Automatic Exchange of Financial Account Information ("CRS"), each as implemented into Australian law. Information gathered to meet FIIG's obligations under the IGA and CRS may be provided to the ATO.

If you need our assistance to complete the account opening process we are happy to help. Simply call us on 1800 01 01 81 or email clientservices@fiig.com.au.

By completing this application you are agreeing to invest a minimum of \$50,000 in bonds for this account.

| SECTION 1. INVESTMEN                                   | IT ENTITY DETAILS   |  |    |
|--|---|--|----|
| Please provide details abou                            | t the Investment Entity that you will   | ill be investing under.  |    |
| Company  | SMSF<br>Trust (e.g. Family or discretionary)  | Other (describe below)  Describe if you selected "Other":  e legal Investment Entity - see below for examples) |    |
| SMSF with Individual Trust Will this Investment Entity | nents Pty Ltd<br>ee – Smith Investments Pty Ltd <smith s<br="">ees – Mr. John Smith and Mrs. Jane Smith<br/>invest more than \$50,000 in corpor</smith> |  | nt |
|  |   |  |    |
| Nature of Investment e.g. t                            | rust, SMSF or company   | ABN if applicable  ABN   |    |
| Principal place of business                            |   |  |    |
| Postal Address   |   |  |    |
|  |   |  |    |

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Sydney | Melbourne | Brisbane | Perth FIIG Client Account Application | Page 2 of 16

| SECTION 2. SMSF & TRUSTE  | E AND BENEFICIARY DETAILS  | - Complete o       | only if the Inves   | stment Entity is a SMSF or Trust       |
|---|--|--------------------|---------------------|--|
| Please provide details about the  | Trustee of the SMSF or Trust you h   | nave described     | above.              |  |
| Settlor Information   |  |                    |                     |  |
| Full name of Settlor of the trust                                       |  |                    |                     |  |
| Settlor Residential Address   |  |                    |                     | Settlor Tax Residency Country          |
| Trustee Type If the investment account is for a                         | a SMSF or trust please tick one of   | the boxes belo     | w                   |  |
| Individual trustees  Corporate trustee - If checke                      | ed please complete trustee detail  | s below            |                     |  |
| Company name  |  |                    |                     | ACN or ABN                             |
| Please provide details of the liste                                     | ed trust beneficiaries   |                    |                     |  |
| Full Name 1   |  |                    |                     |  |
| Full Name   |  | Beneficiary Ta     | x Residency Country | у                                      |
| Date of Birth   | Residential Address (no PO Box allo  | wed)               |                     |  |
| Full Name 2   |  |                    |                     |  |
| Full Name   |  | Beneficiary Ta     | x Residency Country | y                                      |
| Date of Birth   | Residential Address (no PO Box allo  | wed)               |                     |  |
| Full Name 3   |  |                    |                     |  |
| Full Name   |  | Beneficiary Ta     | x Residency Country | y                                      |
| Date of Birth   | Residential Address (no PO Box allo  | wed)               |                     |  |
| Full Name 4   |  |                    |                     |  |
| Full Name   |  | Beneficiary Ta     | x Residency Country | y                                      |
| Date of Birth   | Residential Address (no PO Box allo  | wed)               |                     |  |
| You are not required to provide the this information from public record |  | ntrollers for com  | npany or corporate  | e trustee applications as FIIG obtains |
| SECTION 3. WHOLESALE CLIENT   | STATUS   |                    |                     |  |
| For information about Wholesale   | Client Status see our Wholesale Cl   | ient factsheet fi  | ig.com.au/whole     | sale                                   |
|   | the criteria to register with FIIG as<br>wide your accountant's details be |                    |                     |  |
| If your Investment Entity does no                                       | ot meet the Wholesale Client crite   | eria, it will be d | eemed to be a Re    | etail Client.                          |
| Accountant Name and Company (if r                                       | relevant)  |                    |                     |  |
| Accountant Email Address  |  |                    | Accountant Phon     | e Number                               |

#### SECTION 4. INVESTOR / TRUSTEE / DIRECTOR / AUTHORISED SIGNATORY DETAILS

Individual 1 will be the primary contact. (i.e. the person FIIG will contact first unless you instruct otherwise in writing). If the primary contact is a financial adviser, you can include their details and nominate them as the primary contact in Section 5.

FIIG will use the below information to electronically verify the identity of Investors, Trustees, Directors and Authorised Signatories where possible. FIIG may request certified ID where this is not possible.

For company accounts at least two Directors' details are required, with the exception of Sole Director companies.

| INDIVIDUAL 1  |   |                                  | INDIVIDUAL 2  |  |                                   |
|---|---|----------------------------------|---|--|-----------------------------------|
| Given name(s)   | First   | Middle                           | Given name(s)   | First  | Middle                            |
| Surname   |   |                                  | Surname   |  |                                   |
| Other Name  |   |                                  | Other Name  |  |                                   |
| Salutation (Mr, Mrs)<br>& Date of birth                         | Sal. Date of b  | irth                             | Salutation (Mr, Mrs)<br>& Date of birth                         | Sal. Date of   | birth                             |
| Occupation  |   |                                  | Occupation  |  |                                   |
| Yes No  | Is this individual an authorised signatory (i.e. authorised to instruct on this account)? Note: authorised signatories will receive copies of contract notes, reports/statements and FIIG's updated Financial Services Guide unless otherwise nominated in Section 5. |                                  | Yes No  | Is this individual an authorised signatory (i.e. authorise to instruct on this account)? Note: authorised signatories will receive copies of contract notes, reports/statements and FIIG's updated Financial Services Guide unless otherwise nominated in Section. |                                   |
| Residential addres  | SS  |                                  | Residential addres  | SS   |                                   |
| Street no. & name   |   |                                  | Street no. & name   |  |                                   |
| Suburb  |   |                                  | Suburb  |  |                                   |
| State & postcode  | State   | Postcode                         | State & postcode  | State  | Postcode                          |
| Country   |   |                                  | Country   |  |                                   |
| Time at address   | Years   | Months                           | Time at address   | Years  | Months                            |
| Email address   |   |                                  | Email address   |  |                                   |
| Phone   | Н   | М                                | Phone   | Н  | М                                 |
| Valid driver's licen  | ce details  |                                  | Valid driver's licen  | ce details   |                                   |
| Licence no.   |   | State                            | Licence no.   |  | State                             |
| Licence card no.  |   |                                  | Licence card no.  |  |                                   |
| Valid passport deta   | ails  |                                  | Valid passport det  | ails   |                                   |
| Passport no.  |   |                                  | Passport no.  |  |                                   |
| Issuing country   |   |                                  | Issuing country   |  |                                   |
| Full name on  |   |                                  | Full name on  |  |                                   |
| Passport<br>(If different from abov                             | e)  |                                  | Passport<br>(If different from above                            | /e)  |                                   |
| Tick if you do not have a valid passport or licence             |   |                                  | Tick if you do r  | not have a valid passp   | ort or licence                    |
| Source of Funds or Wealth (must tick one only)                  |   |                                  | Source of Funds o   | r Wealth (must tick o  | ne only)                          |
| Income (i.e., employment, investment, business, other earnings) |   |                                  | Income (i.e., employment, investment, business, other earnings) |  |                                   |
| One-off paymen  | t (i.e., matured investment, le   | gal settlement, estate proceeds) | One-off paymer  | nt (i.e., matured investment,  | legal settlement, estate proceeds |
| Sale of assets (i.  | e., shares, property)   |                                  | Sale of assets (i.e., shares, property)                         |  |                                   |
| Windfall (i.e., gift  | s, winnings)  |                                  | Windfall (i.e., gift  | ts, winnings)  |                                   |
|   |   |                                  |   |  |                                   |

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Sydney | Melbourne | Brisbane | Perth FIIG Client Account Application | Page 4 of 16

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| INDIVIDUAL 3  |  |   |   | INDIVIDUAL 4                                    |  |  |   |
|---|--|---|---|---|--|--|---|
| Given name(s)   | First  |   | Middle  | Given name(s)                                   | First  |  | Middle  |
| Surname   |  |   |   | Surname   |  |  |   |
| Other Name Salutation (Mr, Mrs) & Date of birth                           | Sal.   | Date of b                                   | irth  | Other Name Salutation (Mr, Mrs) & Date of birth | Sal.   | Date of b                                      | oirth   |
| Occupation  |  | <u> </u>                                    |   | Occupation                                      |  |  |   |
| Yes No  | to instruct on the signatories will reports/statements | iis account)<br>receive cop<br>ents and FII | sed signatory (i.e. authorised<br>? Note: authorised<br>ies of contract notes,<br>G's updated Financial<br>wise nominated in Section 5. | Yes No  | to instruct on t<br>signatories will<br>reports/statem | his account)<br>I receive cop<br>nents and FII | sed signatory (i.e. authorised<br>? Note: authorised<br>ies of contract notes,<br>G's updated Financial<br>wise nominated in Section 5. |
| Residential addre   | SS   |   |   | Residential addre                               | ess  |  |   |
| Street no. & name   |  |   |   | Street no. & name                               |  |  |   |
| Suburb  |  |   |   | Suburb  |  |  |   |
| State & postcode  | State  |   | Postcode  | State & postcode                                | State  |  | Postcode  |
| Country   |  |   |   | Country   |  |  |   |
| Time at address   | Years  |   | Months  | Time at address                                 | Years  |  | Months  |
| Email address   |  |   |   | Email address                                   |  |  |   |
| Phone   | Н  |   | M   | Phone   | Н  |  | М   |
| Valid driver's licer  | nce details  |   |   | Valid driver's lice                             | nce details  |  |   |
| Licence no.   |  |   | State   | Licence no.                                     |  |  | State   |
| Licence card no.  |  |   |   | Licence card no.                                |  |  |   |
| Valid passport det  | ails   |   |   | Valid passport de                               | tails  |  |   |
| Passport no.  |  |   |   | Passport no.                                    |  |  |   |
| Issuing country   |  |   |   | Issuing country                                 |  |  |   |
| Full name on<br>Passport  |  |   |   | Full name on Passport                           |  |  |   |
| (If different from abov   | e)   |   |   | (If different from above                        | /e)  |  |   |
| Tick if you do n  | ot have a vali   | d passpo                                    | ort or licence  | Tick if you do r                                | not have a val   | id passpo                                      | ort or licence  |
| Source of Funds or Wealth (must tick one only)                            |  |   | Source of Funds   | or Wealth (m                                    | ust tick o   | one only)                                      |   |
| Income (i.e., employment, investment, business, other earnings)           |  |   | Income (i.e., employment, investment, business, other earnings)   |   |  |  |   |
|   |  | •   | gal settlement, estate proceeds)  |   |  |  | egal settlement, estate proceeds  |
| Sale of assets (i.e., shares, property)  Windfall (i.e., gifts, winnings) |  |   | Sale of assets (i.e., shares, property) Windfall (i.e., gifts, winnings)  |   |  |  |   |
| will dial (i.e., gill   | s, wiiiiiiigs/   |   |   | windian (i.e., giii                             | .s, wiiiiiiigs/  |  |   |

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Sydney | Melbourne | Brisbane | Perth FIIG Client Account Application | Page 5 of 16

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| SECTION 5. ADVISER DETAILS (if applicable)  |         |
|---|---------|
| Please provide details of your adviser. By appointing an adviser under this section you nominate the adviser as the primary cont and authorised signatory for this account.   | tact    |
| Adviser Given Name(s)  Adviser Surname  |         |
| Adviser's business name AFSL number   |         |
| Back Office Email. This address will receive account statements, contract notes and coupon advices  |         |
| SIGN HERE  Adviser's signature  |         |
| By appointing the above adviser I authorise and consent to FIIG providing the adviser with my personal, transactional are investment information and data via their nominated data feed provider (i.e. Class Super, Praemium, XPlan) from time to time.  Would the Client like access to FIIG's secure online portal, MyFIIG, to view contact notes, coupon advices, reports and statements?  Yes No  | nd      |
| If you are an adviser opening a client account for the first time with FIIG Securities Limited please also complete the Adviser On-boarding Form at www.fiig.com.au/adviseronboarding   |         |
| SECTION 6. FATCA AND CRS SELF-CERTIFICATION   |         |
| In accordance with the US FATCA legislation and paragraphs 1.5(K) and 1.5(L) of the CCIT Agreement, please complete the sect below most applicable to your Investment Entity as provided in Section 1, Investment Entity Details. References to Investment Entity in this section do not take the meaning under FATCA and CRS.  |         |
| PART A – ONLY COMPLETE IF: Individual or Joint Individuals Investment Entity  |         |
| Is the Investment Entity an individual/joint individuals who is/are:  |         |
| i. solely resident for tax purposes in Australia?   |         |
| ii. a U.S. citizen or U.S. resident for FATCA purposes?   |         |
| If you answered 'No' to Part A (i) or 'Yes' to Part A (ii), FIIG may be unable to proceed with the application for this Investment En   | ntity.  |
| PART B – COMPLETE IF: Regulated Super Fund Investment Entity (including Self-Managed Superannuation Funds)  |         |
| Is the Investment Entity a Regulated super fund applicant (Self-Managed Superannuation Fund, APRA regulated super fund, government super fund or pooled superannuation trust)?  If you have answered 'Yes', go to Section 7.  |         |
| PART C – COMPLETE IF: Trust or Company Investment Entity  |         |
| <ol> <li>Is the Investment Entity a trust or company that operates in the U.S. and was incorporated or established in the U.S., or resident for tax purposes outside Australia, or a Foreign Financial Institution or Australian Financial Institution (for the purposes of FATCA or CRS, as applicable)?</li> <li>Does the Investment Entity have Controlling Persons who are residents for tax purposes outside Australia?</li> <li>No</li> <li>Note: Controlling Persons means any individual who ultimately beneficially owns 25% or more of an entity or controls the entity, including through a chain of ownership by means other than direct control. For trusts, this can include beneficiaries, trustees and settlors.</li> </ol> |         |
| If you answered 'Yes' to Part C (1) or 'Yes' to Part C (2) FIIG may be unable to proceed with the application for this Investment E   | Entity. |

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Sydney | Melbourne | Brisbane | Perth FIIG Client Account Application | Page 6 of 16

| SECTION 7. NOMINATED BANK ACCOUNT - YOUR FIIG FUNDING ACCOUNT   |
|---|
| Please complete this section by ticking either Option A, Option B or Option C below to:   |
| A. Open a Macquarie Cash Management Account  I/we instruct FIIG to open a Macquarie Cash Management Account on my/our behalf in the name of the Investment Entity set out above, and grant FIIG authority over that account in accordance with the CCIT Agreement. I/we request that FIIG transact, settle and otherwise deal with this Bank Account in accordance with the CCIT Agreement. I request that FIIG directly debit that Bank Account in accordance with the CCIT Agreement and the Direct Debit Terms and Conditions available at www.fiig.com.au/DDterms.  (Please refer to clause 1.6 (C) of Section 10 of this application form for additional information).   |
| B. Authority over existing Macquarie Cash Management Account  |
| I/we grant FIIG authority over the below existing Macquarie Cash Management Account I/we hold, in accordance with the CCIT Agreement and nominate that account as my/our "Bank Account" for the purposes of the Client Custody Agreement Terms and Conditions. I/we request that FIIG transact, settle and otherwise deal with this Bank Account in accordance with the CCIT Agreement. I/we request that FIIG directly debit that Bank Account in accordance with the CCIT Agreement and the Direct Debit Terms and Conditions available at www.fiig.com.au/DDterms. (Please refer to clause 1.6 (D) of Section 10 of this application form for additional information).   |
| <b>Nominated Bank Account</b> Please provide your existing Macquarie Bank Cash Management Account, this bank account must be in the same name as the Investment Entity in Section 1 above.  |
| Bank MACQUARIE BANK LIMITED   |
| Account name  |
| BSB Account number  |
| PLEASE PROVIDE A COPY OF A RECENT BANK STATEMENT  |
| C. Authority to direct debit nominated bank account  I/we nominate the following bank account as my/our Nominated Bank Account and grant FIIG the authority to direct debit the Bank Account in accordance with the CCIT Agreement and the Direct Debit Terms and Conditions available at <a href="https://www.fiig.com.au/DDterms">www.fiig.com.au/DDterms</a> .  If your Nominated Bank Account does not have a Direct Debit facility, our Client Services team will contact you directly to discuss an alternative arrangement.  (Please refer to clause 1.6 (E) of Section 10 of this application form for additional information).   |
| Bank  |
| Account name  |
| BSB Account number  |
| PLEASE PROVIDE A COPY OF A RECENT BANK STATEMENT  |
| SECTION 8. CUSTODY FEE PAYMENT METHOD   |
| Please tick an option.  I want accrued custody fees debited from;  My nominated account specified in Section 7– Default option.  Coupon interest payments (Distribution Deductions).  deduct any Fees, expenses, outlays, and any other amounts payable by me/us under or in connection with my/our Client Custody Agreement from my/our Distributions, to the extent it is reasonably practicable for the Custodian to do so; and  if it is not reasonably practicable to do so, or the amount of my/our Distributions is insufficient to meet all outstanding Fees, expenses, outlays, and any other amounts payable by me/us under or in connection with my/our Client Custody Agreement, debit my/our Bank Account nominated in Section 7 above for all such outstanding amounts. |

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#### SECTION 9. GENERAL POWER OF ATTORNEY FOR CORPORATE ACTIONS

#### SECTION 9.1. APPOINTMENT OF ATTORNEY - Company Accounts and Corporate Trustee Accounts

#### APPOINTING FIIG SECURITIES LTD AS YOUR ATTORNEY

Complete this section if you want FIIG to act as your attorney for corporate actions.

Corporate Action - A Corporate Action is any activity that can bring material change to an organisation and impact its stakeholders.

As principal (the person making the appointment), you complete this form by completing your name where required and ticking the appropriate boxes. Then sign the form and have your signature witnessed when required. Any adult may witness your signature.

Do you want to appoint FIIG Securities Ltd as your Attorney with respect to Corporate Actions?

| Yes | No |
|-----|----|

#### The Attorney's power is subject to the following Terms and Conditions:

#### Scope of Power

- The Attorney shall have full power and authority to act on my behalf in voting in corporate actions in relation to, and affecting my assets held by the Attorney in its capacity as a Custodian, on the condition that the Attorney votes in accordance with the recommendation of the Attorney's Research team.
- 2. The Attorney's power does <u>not</u> apply to corporate actions that:
  - a. concern the conversion of notes to shares; or
  - b. would result in the asset being exchanged for a new asset of a lower face value or one with a maturity date beyond the maturity date of the existing asset; or
  - would directly result in the asset being redeemed below its face value.

#### Revocation of Power of Attorney or Conflicting Instructions

- You can revoke this Power of Attorney at any time. Any revocation of this Power of Attorney must be made in writing to the Attorney by emailing corporateactions@fiig.com.au.
- The Attorney is <u>not</u> obliged to withdraw or change your vote in a corporate action in relation to, and affecting your assets held by Attorney in its capacity as a Custodian, in circumstances where one or both of the following occurs after the Attorney has voted in a corporate action in accordance with the terms of this Power of Attorney but before the corporate action has been finalised:
  - a. you revoke this Power of Attorney; and/or
  - provide the Attorney instructions to vote in a corporate action and such instructions differ to the vote submitted by the Attorney under the Power of Attorney.

#### Limitation of Liability

- The Attorney accepts no responsibility for any loss or damages you might suffer as a result of the Attorney exercising its power under this Power of Attorney, including but not limited to the following circumstances:
  - a. where clause 4 above applies;
  - where the systems upstream (e.g. systems controlled by the Attorney's sub-custodian, JP Morgan) fail and as a result a vote submitted by the Attorney in accordance with this Power of Attorney is not counted or recorded;
  - where voting a certain way in a corporate action would entitle you to payment of a fee, however the recommendation from the Attorney's Research team is to vote in a way that does not entitle you to payment of the fee.

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SECTION 9.2. APPOINTMENT OF ATTORNEY - Individual/Joint Accounts and Individual Trustee/s Accounts (one person per appointment)

#### PART 1. Individual 1

I, Print your full name here

**of,** Print your address here

#### appoint the following as my attorney:

FIIG Securities Ltd (ABN 68 085 661 632)

#### PART 2.

#### The Attorney's power is subject to the following Terms and Conditions:

#### Scope of Power

- 1. The Attorney shall have full power and authority to act on my behalf in voting in corporate actions in relation to, and affecting my assets held by the Attorney in its capacity as a Custodian, on the condition that the Attorney votes in accordance with the recommendation of the Attorney's Research team.
- 2. The Attorney's power does <u>not</u> apply to corporate actions that:
  - a. concern the conversion of notes to shares; or
  - b. would result in the asset being exchanged for a new asset of a lower face value or one with a maturity date beyond the maturity date of the existing asset; or
  - c. would directly result in the asset being redeemed below its face value.

#### **Revocation of Power of Attorney or Conflicting Instructions**

- 3. You can revoke this Power of Attorney at any time. Any revocation of this Power of Attorney must be made in writing to the Attorney by emailing corporateactions@fiig.com.au.
- 4. The Attorney is <u>not</u> obliged to withdraw or change your vote in a corporate action in relation to, and affecting your assets held by Attorney in its capacity as a Custodian, in circumstances where one or both of the following occurs *after* the Attorney has voted in a corporate action in accordance with the terms of this Power of Attorney but *before* the corporate action has been finalised:
  - a. you revoke this Power of Attorney; and/or
  - b. provide the Attorney instructions to vote in a corporate action and such instructions differ to the vote submitted by the Attorney under the Power of Attorney.

#### **Limitation of Liability**

- 5. The Attorney accepts no responsibility for any loss or damages you might suffer as a result of the Attorney exercising its power under this Power of Attorney, including but not limited to the following circumstances:
  - a. where clause 4 above applies;
  - b. where the systems upstream (e.g. systems controlled by the Attorney's sub-custodian, JP Morgan) fail and as a result a vote submitted by the Attorney in accordance with this Power of Attorney is not counted or recorded;
  - c. where voting a certain way in a corporate action would entitle you to payment of a fee, however the recommendation from the Attorney's Research team is to vote in a way that does not entitle you to payment of the fee.

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| PART 3.             |   |
|---------------------|---|
| The power given to  | o my attorney begins:   |
| On this date:       | Write here the date when you want the appointed person/s to begin acting as your attorney   |
| On this occasio     | n:  Write here the date when you want the appointed person/s to begin acting as your attorney   |
| Note: If you do not | complete part 3, the power begins immediately.  |
| PART 4.             |   |
|                     | ney gives my attorney power to do, on my behalf, anything that I could lawfully do by an attorney (other than a atter), subject to the above terms. |
| SIGN HERE You's     | ign   |
| Your                | witness signs   |
|                     |   |
| Name of witness     |   |
| Write the date here |   |

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FIIG Client Account Application | Page 10 of 16

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SECTION 9.2. APPOINTMENT OF ATTORNEY - Individual/Joint Accounts and Individual Trustee/s Accounts (one person per appointment)

#### PART 1. Individual 2

**I,** Print your full name here

**of,** Print your address here

#### appoint the following as my attorney:

FIIG Securities Ltd (ABN 68 085 661 632)

#### PART 2.

#### The Attorney's power is subject to the following Terms and Conditions:

#### Scope of Power

- 1. The Attorney shall have full power and authority to act on my behalf in voting in corporate actions in relation to, and affecting my assets held by the Attorney in its capacity as a Custodian, on the condition that the Attorney votes in accordance with the recommendation of the Attorney's Research team.
- 2. The Attorney's power does <u>not</u> apply to corporate actions that:
  - a. concern the conversion of notes to shares; or
  - a. would result in the asset being exchanged for a new asset of a lower face value or one with a maturity date beyond the maturity date of the existing asset; or
  - a. would directly result in the asset being redeemed below its face value.

#### **Revocation of Power of Attorney or Conflicting Instructions**

- 3. You can revoke this Power of Attorney at any time. Any revocation of this Power of Attorney must be made in writing to the Attorney by emailing corporateactions@fiig.com.au.
- 4. The Attorney is <u>not</u> obliged to withdraw or change your vote in a corporate action in relation to, and affecting your assets held by Attorney in its capacity as a Custodian, in circumstances where one or both of the following occurs *after* the Attorney has voted in a corporate action in accordance with the terms of this Power of Attorney but *before* the corporate action has been finalised:
  - a. you revoke this Power of Attorney; and/or
  - b. provide the Attorney instructions to vote in a corporate action and such instructions differ to the vote submitted by the Attorney under the Power of Attorney.

#### **Limitation of Liability**

- 5. The Attorney accepts no responsibility for any loss or damages you might suffer as a result of the Attorney exercising its power under this Power of Attorney, including but not limited to the following circumstances:
  - a. where clause 4 above applies;
  - b. where the systems upstream (e.g. systems controlled by the Attorney's sub-custodian, JP Morgan) fail and as a result a vote submitted by the Attorney in accordance with this Power of Attorney is not counted or recorded;
  - c. where voting a certain way in a corporate action would entitle you to payment of a fee, however the recommendation from the Attorney's Research team is to vote in a way that does not entitle you to payment of the fee.

or email us at clientservices@fiig.com.au

Sydney | Melbourne | Brisbane | Perth

| PART 3.          |   |
|------------------|---|
| The power giv    | en to my attorney begins:   |
| Immediate        | ly  |
| On this dat      | e:  |
|                  | Write here the date when you want the appointed person/s to begin acting as your attorney   |
| On this occ      | asion:  |
|                  | Write here the date when you want the appointed person/s to begin acting as your attorney   |
| Note: If you do  | not complete part 3, the power begins immediately.  |
| PART 4.          |   |
|                  | attorney gives my attorney power to do, on my behalf, anything that I could lawfully do by an attorney (other than a<br>th matter), subject to the above terms. |
| SIGN             | You sign  |
|                  | Your witness signs  |
|                  |   |
| Name of witnes   |   |
| Write the date h | ere   |
|                  |   |

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FIIG Client Account Application | Page 12 of 16

#### SECTION 10. AGREEMENT FOR OPENING A CLIENT CUSTODY AND INVESTMENT TRANSACTION ACCOUNT

#### THE PARTIES TO THIS AGREEMENT ARE:-

FIIG Securities Limited ("FIIG") ABN 68 085 661 632, AFSL No. 224659 of Level 31, 1 Eagle Street, Brisbane QLD 4000 AND

The Investment entity ("the Client") as set out in Section 1 of this FIIG Client Account Application Form (the "FIIG Client Account Application")

The Agreement for opening a Client Custody and Investment Transaction Account ("CCIT Agreement") comprises:

- this CCIT Agreement including the terms and conditions
- the Client Custody Agreement Terms and Conditions ("the Client Custody Agreement"). A copy of the Client Custody Agreement is available at www.fiig.com.au/custodyterms;
- the Terms and Conditions of Dealing with FIIG Securities Limited as set out in FIIG's Financial Services Guide ("FSG") a copy of which has been provided to you and is available at www.fiig.com.au/fsg.

FIIG and the Client agree to be bound by this CCIT Agreement in consideration of the promises and obligations to each other set out in this CCIT Agreement.

#### Background

- The Client wishes to buy or sell or transact in fixed income financial investments or securities and Acquired Assets, as agreed between the parties from time to time, using the services of FIIG as:
  - the dealer for the Client; and
  - the Custodian for the Client as set out in this CCIT Agreement and using their FIIG Client Account (the "Client's Account").
- FIIG as the Client's Custodian has appointed another Australian Financial Service Licensee to provide custodial services to hold on FIIG's behalf Acquired Assets that FIIG may hold as Custodian for the Client, under an agreement described as a Sub-Custody Account or a Global Custody Account (or similar) for foreign currency denominated securities. Unless otherwise notified in writing the current Sub-Custodian and Global Custodian appointed by FIIG is JP Morgan Chase Bank ("JP Morgan") and any of JP Morgan's related parties, as necessary to give effect to this appointment.
- The Client appoints FIIG as the Custodian to hold its Acquired Assets under a Client Custody Account on the terms and conditions contained in this CCIT Agreement.
- The Client will remain at all times the beneficial owner of the Acquired Assets the subject of this CCIT Agreement held in custody by FIIG for and on behalf of the Client.
- FIIG will also act as Custodian for other clients and hold financial investment securities and assets for any party as agreed from time to time.

#### **Terms and Conditions**

#### 1.1 Definitions

Terms used below that are defined in the Client Custody Agreement or the FSG have the same meaning.

#### 1.2 Acceptance and acknowledgement - client's entry into **CCIT Agreement with FIIG**

- The Client confirms that before signing this FIIG Client Account Application they have received and read that form
  - the Client Custody Account Terms and Conditions. A copy of the Client Custody Agreement is available at www.fiig.com.au/custodyterms; and
  - the Terms and Conditions of Dealing with FIIG Securities Limited as set out in FIIG's Financial Services Guide, a copy of which has been provided to the Client and is also available at www.fiig.com.au/fsg.
- The Client acknowledges that:
  - they are bound by the terms of this CCIT Agreement (as amended from time to time); and
  - the CCIT Agreement governs the rights and obligations of each of the parties to this CCIT Agreement and:
    - the relationship between the Client and FIIG as their Custodian providing custody services to the Client in accordance with the Client Custody Agreement; and
    - the relationship between the Client and FIIG as their dealer and any transactional services provided by FIIG to the Client in accordance with the Terms and Conditions of Dealing as set out in the FIIG Financial Services Guide.

#### 1.3 Appointment of FIIG as Custodian

- The Client appoints FIIG as the Custodian to hold its Acquired Assets under an account in accordance with the Client Custody Agreement.
- FIIG will comply with its obligations as an Australian Financial Services Licence holder in accordance with the Corporations Act and any other applicable legislation as amended from time to time.

#### 1.4 Variation of the CCIT Agreement

- A. The Client agrees that FIIG may:
  - vary the terms and conditions of this CCIT Agreement by providing 7 days' written notice; and
  - following such notice any further services provided by FIIG will be on the basis of the amended CCIT Agreement.

#### 1.5 Notices

The Client agrees that FIIG may by electronic means, including but not limited to email, send any notice or other written communication to the Client (or Client's Authorised Signatory/ Financial Adviser set out in Section 5 of this FIIG Client Account Application), which will be valid notice of any matter as required in accordance with this CCIT Agreement as at the date the electronic communication or email is sent to the Client and/or Authorised Signatory/Financial Adviser.

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FIIG Client Account Application | Page 13 of 16

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#### 1.6 Other important confirmations, acknowledgements and consents relating to Client's Instructions and Information to FIIG and FIIG's activities and services:

The Client agrees to, acknowledges and confirms the following:

- A. The information supplied by the Client to FIIG as set out in this FIIG Client Account Application is true and correct and if any of the Client information changes during the term of this CCIT Agreement the Client will notify FIIG of any changes in writing.
- B. The Client has not received, and will not receive, any personal financial product advice from FIIG that takes into account any objectives, financial situation or needs of the Client whatsoever in relation to the appropriateness or otherwise of:
  - entering into this CCIT Agreement and transacting on a FIIG Client Account;
  - ii. any transaction, investment or security purchased or sold by the Client with FIIG or by using FIIG's services on or before entering into this CCIT Agreement and from time to time; or
  - iii. any other matter.
- C. Where the Client has selected Option A in Section 7. Nominated Bank Account - Your FIIG Funding Account:
  - i. the Client:
    - instructs FIIG to open a Macquarie Cash
       Management Account which is a deposit with
       Macquarie Bank Limited ABN 46 008 583 542
       AFSL No. 237502 ("Macquarie Cash management
       Account") on its behalf in the name of the
       Investment Entity set out in Section 1 for the
       purpose of being the Client's FIIG Funding Account;
    - nominates that account as the "Bank Account" for the purposes of the Client Custody Agreement Terms and Conditions;
    - c. grants FIIG authority over that account in accordance with the CCIT Agreement in Section 10;
    - d. requests that FIIG transact, settle and otherwise deal with that nominated Bank Account in accordance with the CCIT Agreement; and
    - e. authorises FIIG to directly debit that nominated Bank Account in accordance with the CCIT Agreement and the Direct Debit/Credit Request Terms and Conditions available at www.fiig.com.au/DDterms.
    - f. Instructs FIIG, for all Self Managed Super Fund (SMSF) Investment Entity applications, that the Investment Entity SMSF is a trust regulated by the Australian Taxation Office (ATO) for the purposes of this FIIG Funding Account;
  - ii. FIIG will prepare an online application to Macquarie Bank Limited on behalf of the Client to open a Macquarie Cash Management Account. The Client will receive an e-mail from Macquarie Bank Limited noting that FIIG has submitted an online application on its behalf for a Macquarie Cash Management Account. This e-mail will provide the Client with:
    - a. the Macquarie Cash Management Account Product Information Statement, Further Information Guide and Fees, limited and lodgement times documents;
       and
    - a link allowing the Client to review and submit the application.

- D. Where the Client has selected Option B in Section 7. Authority over an existing Macquarie Cash Management Account:
  - i the Client
    - a. nominates that account as the "Bank Account" for the purposes of the Client Custody Agreement Terms and Conditions;
    - b. grants FIIG authority over that account in accordance with the CCIT Agreement in Section 10;
    - requests that FIIG transact, settle and otherwise deal with that nominated Bank Account in accordance with the CCIT Agreement;
    - d. authorises FIIG to directly debit that nominated Bank Account in accordance with the CCIT agreement and the Direct Debit/Credit Request Terms and Conditions available at www.fiig.com.au/ DDterms: and
    - appoints FIIG to have access to the account and have general withdrawal authority to transact, settle and otherwise deal with the account on behalf of the Client and in accordance with the CCIT Agreement.
- E. Where the Client has selected Option C in Section 7, Authority to Direct Debit Nominated Bank Account:
  - i. the Client
    - a. nominates that account as the "Bank Account" for the purposes of the Client Custody Agreement Terms and Conditions;
    - authorise FIIG to directly debit that nominated Bank Account in accordance with the CCIT Agreement and the Direct Debit/Credit Request Terms and Conditions available at www.fiig.com.au/DDterms;
    - c. authorise FIIG to act in accordance with the instructions provided in this application; and
    - confirms they have read and understood the Direct Debit Terms and Conditions available at www.fiig.com.au/DDterms.
- F. FIIG is irrevocably authorised and instructed by the Client to:
  - i. withdraw or deal with money deposited by the Client into the FIIG Client Trust Accounts or (if applicable) money held in deposit products as instructed by the Client in order to make payments for any transactions, investments or securities purchased by the Client, or its nominees, in accordance with contract notes, trade confirmations or any other notice issued by FIIG to the Client on the respective FIIG Client Account pursuant to this CCIT Agreement;
  - ii. take a charge, mortgage lien or other encumbrance over, or in relation to, the Client's Assets to the extent necessary for FIIG to satisfy any outstanding payment obligation of the Client in relation to any Fees payable to FIIG under the Client Custody Agreement or FIIG's Financial Services Guide: and
  - iii. deduct any Fees, expenses, outlays and any other amounts payable by the Client to FIIG, to the extent reasonably practicable, from Distributions in accordance with clause 12.5 of the Client Custody Agreement before FIIG debits other amounts from the Client's Bank Account, if:
    - a. the Client has selected (in Section 8 of this FIIG Client Account Application) Distribution deductions as its preferred payment method for Fees, expenses, outlays, and any other amounts payable by the Client under this CCIT Agreement; or

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- b. the Client has not selected Distribution deductions as its preferred payment method for Fees, expenses, outlays, and any other amounts payable by the Client under this CCIT Agreement, to the extent that the Custodian is not able to recover all Fees, expenses, outlays, and any other amounts payable by the Client by debiting the Bank Account in accordance with clause 12.4 of the Client Custody Agreement.
- iv. convert amounts from one currency into another in accordance with the procedures contained in clause 12.8 of the Client Custody Agreement and the Client acknowledges that the foreign exchange rate provided to you will reflect the rate FIIG obtains in third party spot foreign exchange contracts plus amounts to compensate FIIG for pre and post trade services, the cost of processing and settlement, maintaining appropriate infrastructure and risk management.
- G. FIIG is authorised and instructed to deposit and hold the Client's securities and payments in custody with FIIG's Custodial Service in accordance with the Client Custody Agreement or as otherwise instructed in writing.
- H. The Client will not be entitled to or receive interest payable on any money, cash or funds deposited or held by FIIG for and on behalf of the Client in any FIIG Client Trust Account(s) or Custodian Account. FIIG will retain any such interest or benefit accrued on its trust accounts.
- I. The Client acknowledges that they have read the disclosures in the FIIG's Financial Services Guide regarding the fees, commissions, profits, or other benefits or advantages that FIIG may receive as a result of the Client executing a deal or otherwise dealing with FIIG or a third party. The Client consents to FIIG receiving and retaining any such fees, commissions, profits, or other benefits or advantages. In particular, the client acknowledges that FIIG makes a margin on the interest rate offered on the Funding Account (as defined in the Client Custody Agreement), and the Client consents to FIIG retaining the margin. The interest rates quoted to the Client in relation to the Funding Account are net of FIIG's margin, which is likely to be 0.25% or less of the yield received in relation to the Funding Account.
- J. The Client will immediately inform FIIG if their circumstances change whereby the Client no longer qualifies as a 'wholesale client' as that term is defined in section 761G of the Corporations Act 2001 (Cth), (if applicable as set out in Section 4 of this FIIG Client Account Application Form).
- K. Information (including Client identification details and personal information) may be provided to issuers of securities, or to ADIs providing products and Deposits, invested in by the Client or to agents appointed by FIIG to carry out relevant procedures and services, or to the ATO, in order for FIIG and/or those entities to:
  - meet their obligations under the Anti-Money Laundering and Counter Terrorism Financing Act 2006;
  - meet their obligations under the Intergovernmental Agreement ("IGA") between the Australian and U.S. Governments to improve international tax compliance and to implement the Foreign Account Tax Compliance Act (FATCA), under the OECD's Common Reporting Standard ("CRS");
  - iii. facilitate the payment of any investment funds or return funds to the Client.
- L. The Client agrees to provide FIIG on request with any further information and/or documentation requested for the purposes of FIIG's obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act and Regulation, the IGA and CRS. The Client agrees to immediately notify FIIG if a change in their circumstances mean that any of the information or

- documentation it has provided is no longer correct.
- M. The Client acknowledges that:
  - FIIG's collection of the Client's TFN is authorised, and its use and disclosure is strictly regulated, by tax laws and the Privacy Act;
  - ii. they do not have to provide FIIG with their TFN, and declining to do so is not an offence;
  - iii. if they do not quote their TFN (including all TFNs for joint accounts), ABN, or claim an exemption, tax may be withheld from the interest paid to the Client at the highest marginal tax rate (plus Medicare Levy);
  - iv. they may quote their entity's ABN as an alternative to the TFN if they are opening the account for purposes related to that entity's business. An Australian Company Number (ACN) cannot be quoted in lieu of a TFN/ABN. If only an ACN is provided tax may be withheld at the top marginal rate (plus Medicare Levy); and
  - v. if the Client does not provide all the information required in Sections 1-9, inclusive, FIIG, in its absolute discretion, may not accept this FIIG Client Accounts Application.
- N. The Nominated Bank Account indicated in Section 7 of this FIIG Client Account Application is in the same name as the Investment Entity indicated in Section 1.
- As applicable, the Client has read the Terms and Conditions governing the Direct Debit/Credit Request and authority provided to FIIG and set out in Section 7 of this FIIG Client Account Application (applicable only if Direct Debit/Credit option is selected in this FIIG Client Account Application).
   See www.fiig.com.au/DDterms.
- P. If applying on behalf of a company or trust, each signatory below is duly authorised to enter into and execute this CCIT Agreement and the Nominated Bank Account as set out in Section 7 for and on behalf of the legal entity/Client.
- Q. If the signatory below is entering into this CCIT Agreement on behalf of a Client which is a company or a trust/superannuation fund and the Client is being qualified as a wholesale client and sophisticated investor for the purposes of the Corporations Act on the basis that:
  - i. the Client is controlled by the signatory; and
  - ii. the signatory meets the asset or income criteria specified in sections 761G(7)(c) and 708(8)(c) of the Corporations Act and related regulations, then the signatory represents and warrants that they have 'control' of the Client within the meaning of section 50AA of the Corporations Act.
- R. The Client appoints the person listed as the Authorised Signatory/Financial Adviser or primary contact in the FIIG Client Account Application to act for and on behalf of the Client pursuant to this CCIT Agreement and provide instructions to FIIG, as required from time to time.
- S. The Client indemnifies FIIG for any loss or damage suffered, directly or indirectly, as a consequence of not providing your account contract notes, reports/statements and FIIG's updated Financial Services Guide to all Authorised Signatories where nominated in Section 5.

#### 1.7 Termination of dealer services

The Client agrees that FIIG may:

- at its absolute discretion, cease providing services as the dealer for the Client by providing 7 days written notice; and
- ii. following such notice any further dealing services provided (e.g. FIIG buying financial products from the Client) may be carried out by FIIG at its discretion but will not impact the general cessation of dealing services applicable to the Client

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You consent to FIIG collecting and disclosing your information provided above to a credit reporting agency to electronically verify your identity against information held by the external party solely to meet FIIG's obligation pursuant to the Anti-Money Laundering and Counter Terrorism-Financing Act 2006. Your information will be maintained and used in accordance with FIIG Privacy Statement in FIIG's FSG (see <a href="https://www.fiig.com.au/fsg">www.fiig.com.au/fsg</a>) and will not be shared with any other party without your consent. In the event FIIG is unable to verify and identify the Client/Investor based on the information you provide, you may be asked to provide certified copies of the information and documentation including driver licence, passport and trust deeds or any other such documentation as may be necessary to meet FIIG's regulatory obligations before a FIIG Client Account is opened.

| Executed as an agreement by the Investment Entity/Client:   |     |
|---|-----|
| Note: all individuals indicated in Section 4 must sign here. (If additional signatories are required places convibis no | ~~~ |

| NOU | e: au maividuais maicatea in Section 4 must sign nere. (ii daantional signatories are requirea please copy tins page).   |
|-----|--|
|     | I/we are authorised to provide the personal information contained in this application on behalf of the Client and I/we confirm that all information supplied in this application form is true and correct.   |
|     | I/we authorise FIIG to provide my personal information to third parties (including the ATO) or request confirmation from third parties (includin document issuers) in order to verify the personal information or identity of the Client in accordance with FIIG's AML/CTF requirements. |
|     | I/we acknowledge that I am providing a self-certification (i) in respect of FATCA status in accordance with the IGA and (ii) in accordance with CRS.   |

| If you ticked 'yes' in section 9, I/we hereby appoint FIIG Securities Ltd as my/our Attorney with respect to Corporate Actions, effectively  |
|--|
| immediately, this power of attorney gives my/our Attorney power to do, on my/our behalf, anything that I/we could lawfully do by an attorney |
| (other than a personal/health matter) subject to the terms outlined in section 9.  |
|  |

| Individual 1/Director 1/<br>Sole Director | Individual 2/Director 2/<br>Company Secretary | Individual 3/Director 3 | Individual 4/Director 4 |
|---|---|-------------------------|-------------------------|
| Signature                                 | Signature                                     | Signature               | Signature               |
| Print name                                | Print name                                    | Print name              | Print name              |
| Date                                      | Date  | Date                    | Date                    |

Note: If executed by a duly authorised representative please include a copy of their authorisation (e.g. of the relevant power of attorney).

(!) complete the checklist below of this document before sending your application

application form or I have attached the Wholesale Certificate which my Accountant has completed.

## YOUR CHECKLIST TO OPEN YOUR FIIG CLIENT ACCOUNT

Complete this checklist after you have completed the Application Form on pages 2–16. You are not required to send the completed checklist to us. It is included in this document to help ensure you provide all of the relevant information and paperwork to open your FIIG Client Account.

#### **CHECKLIST ITEMS FOR APPLICANTS**

This part of the checklist is relevant for all applications. These items must be provided before we are able to begin the account opening process.

I have completed all of the FIIG Client Account Application Form, Sections 1–10, as necessary.

All Authorised Signatories have executed this Agreement by completing their details and signing in Section 10 as required.

Nominated FIIG Funding Account details complete (Section 7). If my funding option is an existing Macquarie CMA, I have provided a copy of a recent bank statement.

For non SMSF trusts, I have provided a certified copy of the trust deed cover page, schedule page, execution page and pages that contain the full names of the trust deed settlor and list of beneficiaries.

For SMSFs who nominated to open a new Macquarie Cash Management Account in Section 7, I have provided a copy of the trust deed cover page, schedule page and execution page.

For those applicants who completed Section 3 – Wholesale Client, I have provided my Accountant's details in Section 4 of the

#### **SEND YOUR COMPLETED APPLICATION TO**

Email to: clientservices@fiig.com.au

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FIIG Client Account Application | Page 16 of 16

of 16