

Account Application Form – Estate

Before completing this Account Application Form, please ensure you have read **amscot's** Financial Services Guide (FSG). If a FSG has not been provided to you, please visit **amscot's** website at www.amscot.com.au. As per **amscot's** policy and the requirements of the law and the Australian Securities & Investments Commission ("ASIC"), you must provide certain information such as name, address and contact details. This Account Application Form collects such information.

amscot treats information provided in this Account Application Form as confidential.

Section 1 Additional Account Designation Details

Maximum 30 characters

ESTATE OF LATE

Section 2 Executor(s)/ Administrator(s) / Third Party Details

Executor / Administrator 1

Mr / Mrs / Ms / Miss / Dr

Date of Birth

DD / MM / YY

Mobile

Home

()

Work

()

Email Address

^ Confirmation Note will be sent to the email address provided unless you advise otherwise. If no email is provided, Confirmation Note will be mailed to the postal address.

Executor / Administrator 2

Mr / Mrs / Ms / Miss / Dr

Date of Birth

DD / MM / YY

Mobile

Home

()

Work

()

Email Address

Third Party / Lawyer / Power of Attorney

Mr / Mrs / Ms / Miss / Dr

Date of Birth

DD / MM / YY

Mobile

Home

()

Work

()

Email Address

Section 3 Account Address Details – All correspondence will be sent to postal address

Residential Address (compulsory)
NOT a P.O. Box

(must match address on ID document)

SUBURB

STATE

POSTCODE

Postal Address

If same as residential, please write "as above"

SUBURB

STATE

POSTCODE

If you require **amscot** to post your Confirmation Note, please tick the box accepting a charge of \$2.20 including GST per Confirmation Note posted within Australia. Overseas postage will be calculated based on country and current postal rates Post Confirmation Note

Section 4 Bank Account Details

Account Name		
<input type="checkbox"/> Post Cheque (Attracts a \$5.50 fee)	BSB	Account Number
	Bank	Branch

Proceeds are to be transferred to bank account in the name of: -

a) Estate's bank account; or b) **Lawyer's Trust A/C providing written authority letter has been obtained from Executor(s) or Administrator(s).**

Section 5 Issuer Sponsored Holding(s) Details

Please provide the details of the Issuer Sponsored share(s) and copies of the Issuer Sponsored Holding Statements

Shareholder Reference Number (SRN)	ASX Code	Company Name (e.g. Telstra Limited)	Quantity

Sell at market

Please call before selling

Section 6 General

How were you introduced to **amscot**?

Section 7 Signing and Acknowledgement

Each Executor / Administrator / Third Party acknowledges by signing this Application that they have received, read on the date signed and understood the following documentation and agrees to be bound by such documentation:

- Financial Services Guide; and
- Client Agreement

Each Executor / Administrator / Third Party by signing this Application agrees and / or confirms:

- That **amscot** may remit funds to the Nominated Bank Account;
- That confirmations and other trading information may be sent to you electronically;
- That true certified copies of original identification documents have been supplied (as outlined in Section 8); and
- That **amscot** provides an execution only service and as such is strictly non-advisory.

"Client" in the Client Agreement refers to the Executor(s) / Administrator(s) / Third Party in this Account Application Form.

	Name	Signature	Date
Executor / Administrator 1		X	DD / MM / YY
Executor / Administrator 2		X	DD / MM / YY
Third Party / Lawyer / Power of Attorney		X	DD / MM / YY

OFFICE USE ONLY

Dealer		Dealer Number		A/C Number	
BR		HIN		Date	
CMA / DDR	Yes / No	ASX		GST	Yes / No
Limit		AML	L M H	Copy Confirmation	Yes / No
Sponsorship	Yes / No	ML	Yes / No	Approved on behalf of State One by	
Incomplete	Yes / No	DFAT	Yes / No		
Initials		Sign Off		Approved on	/ /

Section 8 Identification – Anti Money Laundering & Counter Terrorism Financing Requirements

Each Executor, Administrator and Third Party on this Account Application Form must ensure that they meet the identification requirements as outlined in the Anti Money Laundering and Counter Terrorism Financing Act ("AML/CTF"). Therefore each Executor / Administrator and Third Party in Section 2 is required to provide identification records as noted below.

We require you to provide **original** documents or an **original certified copy** of the documents listed below in order to meet our AML/CTF obligations. Please do not send us your original documents such as your passport.

A. PRIMARY IDENTIFICATION DOCUMENTS FOR INDIVIDUALS

- Current licence or permit issued (**front and back**) under a law of a State or Territory containing the **full name, date of birth and current residential address** of the applicant is sufficient on its own. Best example of this would be a Driver's Licence.

*If a **Driver's Licence** is not available, please provide identification as outlined below.*

B. OTHER PRIMARY IDENTIFICATION DOCUMENTS plus one of the item in **SECTION C** below:

- Passport issued by the Commonwealth which may have expired within the previous 2 years
- International Passport or Travel Document which:
 - contains a photograph and signature of the person in whose name the document is issued;
 - is issued by a foreign government, the United Nations or an agency of the United Nations; and
 - if written in a language not understood, accompanied by an English translation prepared by an accredited translator.
- Proof of Age Card (issued by an Australian State or Territory bearing the applicant's photograph, name and date of birth)
- A National Identity Card issued for the purpose of identity which:
 - contains a photograph and the signature of the person in whose name that document is issued;
 - issued by a foreign government, the United Nations or an agency of the United Nations; and
 - if written in a language not understood, accompanied by an English translation prepared by an accredited translator.
- Australian Birth Certificate or Birth Extract
- Australian Citizenship Certificate
- Pension card issued by Centrelink (front and back)

C. SECONDARY IDENTIFICATION DOCUMENTS – showing your name and current residential address as shown on the application form

- Letter from Centrelink within the **last 12 months** regarding a government assistance payment; OR
- Utilities bill or local government notice issued within the **last three months**; OR
- Notice issued by the ATO within the **last 12 months**

ESTATE

In addition to the identification documents for each Executor / Administrator, please provide **original certified copy** of:

If there is no WILL:

- Letter of Administration;
- Death Certificate; and
- Share Statement registered under the "Estate of Late _____"

If there is a WILL:

- Probate
- WILL
- Death Certificate

CERTIFIED COPY

Certified copy means a document that has been certified as a true copy of the original document by one of the person described below.

How should documents be certified?

The certified photocopy must include a statement **"I certify that this is a true copy of the original document"**, (or similar wording). The certifier must include their **full name, address, phone number, original signature** (photocopied signatures are not accepted) and **qualification or occupation** which makes that eligible on the photocopied identification.

People who can certify documents or extracts are :-

1. A person who is enrolled on the roll of the Supreme Court of a State or Territory or the High Court of Australia as a legal practitioner (however described);
2. A Judge of a Court;
3. A Magistrate;
4. A Chief Executive Officer of a Commonwealth Court;
5. A Registrar or Deputy Registrar of a Court;
6. A Justice of the Peace;
7. A Notary Public (for the purposes of the Statutory Declaration Regulations 1993);
8. A Police Officer;
9. A Pharmacist;
10. An agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public;
11. A permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public;
12. An Australian Consular officer or an Australian Diplomatic officer (within the meaning of the Consular Fees Act 1955);
13. An officer with 2 or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993);
14. A finance company officer with 2 or more continuous years of service with one or more finance companies (for the purposes of the Statutory Declaration Regulations 1993);
15. An officer with or authorised representative of, a holder of an Australian financial services licence, having 2 or more continuous years of service with one or more licensees;
16. A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership.

Please note that for the purposes of this application, applicant(s) and third parties cannot certify and/ or witness the Identification documents pertaining to this application.

CHECK LIST - Please send the following information to **amscot** by **POST** to the contact details provided:

- Completed Application Form
- Original Certified Identification and additional documents (as outlined in Section 8)
- Share or Dividend Statement (copy)
- Bank statement for the settlement account (copy)
- Supplementary AML form/s for executors (if applicable)

Post: **amscot** Stockbroking
PO Box 7669
Cloisters Square WA 6850

Client Agreement

These terms and conditions apply to Your Share Trading Account with State One Stockbroking Ltd [SOSL] [ABN 95 092 989 083] [AFSL 247100] of Level 14, State One House, 172 St George's Terrace, Perth, Western Australia (the parent company of **amscot** Stockbroking) ("State One"), in relation to the provision of stockbroking and other services as offered by the **amscot** Stockbroking division of State One (we/us) from time to time.

- 1) Agreement
 - (a) Subject to this Agreement, SOSL, will deal (or will instruct third persons to deal) on the Client's behalf in Financial Products traded on Australian Stock Exchange ("ASX") or any other stock exchange (an "Exchange") in accordance with the Client's instructions.
 - (b) The Client and SOSL are bound by and will comply with the Corporations Act, the ASIC Market Integrity Rules, the ASX Operating Rules, the Clearing Operating Rules and the Settlement Operating Rules, directions, decisions and requirements of ASX and the customs, usages and practices of the ASX or any other Exchange where any dealing in Financial Products takes place.
- 2) The Client acknowledges that any dealing in Financial Products through **amscot** Stockbroking has occurred without any advice having been given to the Client by SOSL, or any related Company, or any officer, agent or employee of any State One Capital Group company. The Client acknowledges that neither SOSL nor any of its staff have been provided with any information about the Client's investment objectives, financial situation or particular needs in respect of this account.
- 3) The Client is required to either provide SOSL with sufficient monies or scrip to settle an order prior to placing it, or to otherwise indicate the ability to meet their obligations in this regard on or before the settlement date.
- 4) In any instance where SOSL does not hold monies and scrip on the Client's behalf sufficient to effect settlement, the Client will upon receipt of the confirmation note for a sale, deliver sufficient valid scrip and any other necessary documentation of unencumbered Financial Products to a SOSL office by no later than 10.00 am on the business day before the Settlement Date specified on the confirmation note.
- 5) If the Client fails to settle a contract by the Settlement Date as required by this Agreement, SOSL is entitled to repurchase the Financial Product the subject of the confirmation at the Client's risk and expense (including any applicable brokerage, stamp duty, GST and administration fees) and claim any resulting loss from the Client.
- 6) This Agreement applies to all transactions in all Financial Products including, without limitation, equities, exchange traded options and warrants, but does not include futures contracts. Where the Client proposes to execute transactions in exchange traded options or warrants, the Client must first execute and deliver to SOSL the Australian Options Market Client Agreement or the ASX Warrant Client Agreement, as the case may be.
- 7) The Client acknowledges and agrees that:
 - (a) they will take all reasonable steps to obtain and communicate to SOSL all information and deliver or cause to be delivered to SOSL all documents with respect to dealings in Financial Products on an Exchange which are requested by a person having a right to request such information or documents, and deliver or cause to be delivered all documents to the person so requesting;
 - (b) a notice signed by any director, manager or other authorised employee of SOSL stating the amount of monies due and payable by the Client is prima facie evidence of the same;
 - (c) SOSL may obtain credit reports on any Client for the purpose of assessing the circumstance in which SOSL will require payment of monies or delivery of scrip prior to placement of an order. Credit information acquired by SOSL about the Client may be disclosed by SOSL to credit reporting agencies.
- 8) The Client may from time to time give notice to SOSL of any person or persons authorised to give instructions to SOSL on the Client's behalf in accordance with and for the purpose of this Agreement. Any such notice shall set out the name and specimen signatures of the person or persons so authorised by the Client and their specimen signatures are set out in the Account Application Form and/or Third Party Authority.
- 9) Any such authority may be revoked but such revocation is only effective upon receipt by SOSL of a written notice of revocation from the Client. SOSL may assume the genuineness and authenticity of any instructions given or purportedly given orally or in writing by the Client or by any person authorised by the Client, and that any person claiming to be a person authorised by the Client is in fact that person. SOSL is not obliged to make any enquiries as to any of the matters referred to in this clause and is entitled to act, and the Client hereby instructs SOSL to act upon any such instructions believed by it to be genuine and to be given by a person duly authorised to give such instructions.
- 10) Without limiting any other provision of this Agreement or the ASIC Market Integrity Rules, ASX Clear Operating Rules and ASX Settlement Operating Rules the Client must pay to SOSL:
 - (a) brokerage at such rates as may be advised by SOSL from time to time;
 - (b) any fees, taxes, stamp duty or other charges as may from time to time be levied on or in connection with any dealings in Financial Products entered into on the Client's behalf; and
 - (c) in respect of any unpaid amounts required to be paid under this Agreement (including, without limitation, any amounts due as a result of the Client's failure to settle an interest on all such amounts denominated in Australian dollars at the rate of 14% per annum or the rate prescribed from time to time pursuant to the Credit Act 1987, on such amounts, such interest to accrue and be calculated daily from the due date (irrespective of any grace period) to the date of its payment in full.
- 11) The Client authorises SOSL to make payments due under this Agreement to the Client or in accordance with the Client's written directions. Until otherwise directed the Client hereby directs that payments may be made to the person(s) set out in the Account Application Form and/or Third Party Authority or at the direction of that person(s). Payment to any person as directed in accordance with this provision constitutes a good discharge to SOSL in respect of amounts so paid.
- 12) SOSL reserves the right to refuse to deal on the Client's behalf in relation to any dealing in Financial Products, or to deal only on such conditions as SOSL considers appropriate.
- 13) SOSL may terminate Your account at any time and without prior notice, subject to all outstanding obligations being fully discharged.
- 14) You may terminate your account by giving not less than five (5) business days written notice to SOSL, subject to all outstanding obligations being duly discharged.
- 15) Save for any liability which cannot be excluded, SOSL, its employees and agents disclaim all responsibility for any loss or damage which may be suffered by the client or any other person directly or indirectly through the client's dealings with SOSL howsoever that loss or damage is caused and whether that damage is caused by any fault or negligence on the part of SOSL or otherwise.
- 16) The contents of confirmation notes and statements issued by SOSL to the Client are prima facie evidence of the truth of their contents and that the dealings were executed in accordance with the Client's instructions. If no objection is received from the Client within 48 hours of service of a confirmation note or statement the Client is deemed to have accepted and ratified its contents which shall (in the absence of manifest error) be conclusive.
- 17) The Client agrees to abide by ASX Operating Rules 15 which enables the ASX to deal with transaction errors and enables the ASX, in some cases, to cancel trades without having to first obtain the client's permission or agreement. Where the client does not agree to cancel a transaction completed in error and the matter is referred to the ASX Dispute Governors Committee, fees and charges may be payable and may be passed onto the client.
- 18) These terms and conditions may be varied by giving the Client not less than five (5) business days notice (in writing or by electronic mail). Any continued use by the Client of their Account is an acceptance of the variation.
- 19) If You are more than one person, then all persons, including the Third Party are jointly and severally bound by these terms and conditions
- 20) You agree to notify us in writing or through a facility provided by us of changes in information that are relevant to any dealing or proposed dealing. Email is not an acceptable method of notification. Information which is relevant to any dealing includes your:
 - (i) name; (ii) postal address; (iii) contact phone number, fax number and email address; (iv) bank account details; (v) settlement instructions
- 21) You undertake not to reveal any access code, number or password for your account, and not to allow any unauthorised person to issue these instructions on your account. You will abide by the following:
 - do not tell anyone your code or let anyone find out your code not even family or friends;
 - do not let anyone watch you enter your code;
 - If codes are advised by letter, we suggest that they be memorised as soon as the letter is received. The letter should then be destroyed. This is the safest policy;
 - Make a reasonable attempt to disguise the code in any record that is, scramble the details in such a way that others will not be able to decode.
- 22) We are not liable to reimburse you if any unauthorised transaction occurs on your account and you or any other user have not made a reasonable attempt to disguise a customer ID or to prevent unauthorised access to the customer ID recorded.
- 23) You are responsible for fraudulent, illegal or unauthorised dealings on your account which are attributable to your conduct, and you release and discharge us from liability in this regard.
- 24) You represent that at all times during your dealings with us you will be in a position to meet your commitments and obligations arising from these dealings.
- 25) You represent that when you wish to sell shares, you own those shares and that they are available for delivery, and when you wish to buy shares, you will have sufficient funds to pay for those shares at the time the order is placed, and at the time the order is settled.
- 26) If we consider it is in our reasonable interest to do so and to the extent permitted by law, we may decline to act on your behalf in relation to any particular dealings, without explanation or advance notice. Additionally, we may decline to act on your behalf:
 - where the original instruction is more than 45 business days old and is not reconfirmed at that time;
 - where the basis of quotation for the security has changed and the order has not been reconfirmed;
 - where the security has been subject to a trading halt and the order has not been reconfirmed
 - where the ASX has purged the order from the trading platform;
 - where we believe the transaction would result in no change of beneficial ownership;
 - where we believe the transaction would have the effect, or is likely to have the effect of creating a false or misleading appearance of active trading in any securities or with respect to the market for, or the price of, any securities; or
 - where we believe the instructions are ambiguous, incomplete or unclear.
- 27) We will not be responsible for any loss or liability incurred by you where we do not receive your instructions or where any dealing or proposed dealing is interrupted, unable to be completed or unable to take place due to the failure of any telephone, computer, other electronic or technological service.
- 28) We will not be responsible for any loss or liability incurred by you where we are unable to receive or act on your instructions due to circumstances that are beyond our reasonable control, e.g. riot, civil disturbance.
- 29) You authorise us to record any telephone conversation(s) between you and us, with or without an audible tone warning device.
- 30) You acknowledge that we are not responsible for missed market opportunities during the time it takes us to follow our internal procedures, for example, opening accounts, transferring Participant Sponsored Holdings, confirming your identity.
- 31) **Dealing Policies – Order Execution and Allocation**

This document sets out the policy that SOSL adopts, in the particular context of the type of services provided by it, with respect to the execution and allocation of orders placed by clients.

By signing a SOSL's account application form and/ or placing an order with SOSL, you agree to the application of this policy, as amended from time to time, to dealings conducted on your behalf by SOSL. Where this policy refers to you consenting to a particular practice being adopted by SOSL with respect to the execution and allocation of orders placed by you, by signing SOSL's account opening form and/ or placing an order with SOSL you consent to SOSL adopting that practice.

Where a word is shown as commencing with a capital letter (for example Principal), this means that this word is defined in the ASIC Market Integrity Rules (as amended from time to time).

 1. **Dealing as Principal and Crossings**
 - 1.1 From time to time SOSL, dealing as Principal, may enter into a Market Transaction with you.
 - 1.2 Dealing as Principal means that SOSL is trading on its own behalf or on behalf of any of the following persons:
 - (i) a director, company secretary or Substantial Holder of SOSL;
 - (ii) the Immediate Family, Family Company or Family Trust of a director, company secretary or Substantial Holder of SOSL; or
 - (iii) any Related Body Corporate of SOSL.
 - 1.3 Where SOSL enters into a Market Transaction with you, you authorise SOSL to charge you brokerage with respect to that transaction.
 - 1.4 Where SOSL causes a crossing to be executed on your behalf (and whether or not SOSL is a party to that crossing) you authorise SOSL to charge you brokerage with respect to that transaction.
 2. **Orders placed on SOSL's Own Account – Execution and Allocation**
 - 2.1 From time to time, SOSL will trade on its Own Account at the same time that it is trading on your behalf in the same Financial Product.
 - 2.2 With respect to trading on its Own Account by SOSL, you consent to SOSL adopting the following practices with respect to the execution and allocation of orders placed by you:
 1. orders, the execution of which do not involve the exercise of discretion by SOSL in relation to the time or price or quantity of the order, will be entered into the Trading Platform in the sequence in which they are received, and otherwise as expeditiously as practicable;
 2. orders, the execution of which do involve the exercise of discretion by SOSL in relation to the time, or price or quantity of the orders, will where possible be entered into the Trading Platform in the sequence in which they are received, and otherwise as expeditiously as practicable;
 3. orders the execution of which do involve the exercise of discretion by SOSL in relation to the time, or price or quantity of the order, may not automatically be given preference over orders placed on SOSL's Own Account.