

Trustee Resolution

This document must be completed in conjunction with the appropriate Individual/Joint/Corporate Application.
All applicants must be at least 18 years of age.



Level 5 Exchange House, 10 Bridge Street Sydney NSW 2000
T 1300 376 233 F +61 2 8252 6899 W fpmarkets.com.au

Name/ABN of Trust Including Superannuation Fund

Name of Trust

Type of Trust

Trust or superfund ABN

Country of establishment

Please provide supporting documentation to verify the Trust information given above.

Company as Trustee

To be completed if the Trustee is a Company

Name of Company

Address

State

Postcode

Country

Postal address (if different from above)

State

Postcode

Country

ACN

TFN

Phone

Fax

Director 1

Title

Given name(s)

Surname

Date of birth

ID/Drivers Licence/Passport no

Occupation

Country of residence for tax purposes

TFN

Current residential address (Can not be a PO Box)

State

Postcode

Country

Address for correspondence if different from above

State

Postcode

Country

Home phone

Mobile phone

Work phone

Fax

E-mail address (compulsory)

Director 2 or Company Secretary

Title

Given name(s)

Surname

Date of birth

ID/Drivers Licence/Passport no

Occupation

Country of residence for tax purposes

TFN

Current residential address (Can not be a PO Box)

State

Postcode

Country

Address for correspondence if different from above

State

Postcode

Country

Home phone

Mobile phone

Work phone

Fax

E-mail address (compulsory)

Please provide supporting documentation to verify the Trust information given above.

Individual(s) as Trustee(s)

To be completed if Individual(s) are the Trustee(s)

Trustee 1

Title	Given name(s)	Surname	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
ID/Drivers Licence/Passport no	Occupation	Country of residence for tax purposes	TFN (or reason for exemption)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current residential address (Can not be a PO Box)			
<input type="text"/>			
<input type="text"/>			
State Postcode Country			
Address for correspondence if different from above			
<input type="text"/>			
<input type="text"/>			
State Postcode Country			
Mobile phone	Work phone	E-mail address (compulsory)	
<input type="text"/>	<input type="text"/> (<input type="text"/>)	<input type="text"/>	

Trustee 2

Title	Given name(s)	Surname	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
ID/Drivers Licence/Passport no	Occupation	Country of residence for tax purposes	TFN (or reason for exemption)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current residential address (Can not be a PO Box)			
<input type="text"/>			
<input type="text"/>			
State Postcode Country			
Address for correspondence if different from above			
<input type="text"/>			
<input type="text"/>			
State Postcode Country			
Mobile phone	Work phone	E-mail address (compulsory)	
<input type="text"/>	<input type="text"/> (<input type="text"/>)	<input type="text"/>	

Please provide supporting documentation to verify the Trust information given above.

Name(s) of Beneficiaries/Members of a Trust or Superannuation Fund

1. Beneficiary/Member	2. Beneficiary/Member
<input type="text"/>	<input type="text"/>
3. Beneficiary/Member	4. Beneficiary/Member
<input type="text"/>	<input type="text"/>
5. Beneficiary/Member	6. Beneficiary/Member
<input type="text"/>	<input type="text"/>

Trustee Declaration

The Trustee(s) having satisfied it/his/her/themselves that the Trustee(s) under the Trust Deed is/are invested with the power to do so and so warrants and declares for the benefit FP Markets Pty Ltd ABN 16 112 600 281 (FPM) that it resolved as follows:

- That account(s) (Account(s)) be opened with FP Markets Pty Ltd (FPM) in the name of the Trustee(s) for the purpose of entering into Margin Traded contracts and any transactions related or ancillary to and of the contracts, and for this purpose deposit funds with FPM.
- That an agreement be entered into with FPM in connection with the opening of the Accounts in such form as FPM shall require (At) and that all transactions entered into by the Trustee(s) shall be subject to the terms of the Agreement as amended from time to time.
- That each of the persons whose names and specimen signatures appear below (Authorised Signatories) shall be and are hereby jointly and severally authorised to sign any document in connection with the opening or operation of the Account(s), including (but without limitation) the Agreement and any document creating, perfecting or relating to any mortgage, charge or encumbrance over the Trust assets and to give any oral or written instructions to FPM with respect to the Account(s) including (but without limitation) instructions to effect or otherwise enter into transactions with or on behalf of the Trustee(s).
- That any transactions of any description whatever previously entered into by the Trustee(s) with or through FPM be and are hereby ratified and approved.
- That the Accounts, Agreements and transactions made under them are and will be for the benefit of the Trust(s) and that there is no legal or other reason why the Trustee(s) should not conduct Margin Trading business at its, his, hers, or their absolute discretion without on those terms.

Signed by at least two trustees:

Trustee 1/Director 1

Signature	Print full name	Date
<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

Trustee 2/Director 2

Signature	Print full name	Date
<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

Name of company (if Trustee is a company)

On behalf of

Guarantee and Indemnity

About this deed of guarantee and indemnity

If the applicant is a trustee, including a superannuation fund trustee or a company trustee, the obligations of the investor must be guaranteed personally by the trustee(s). Additionally, FPM may also require guarantees to be given in respect of non-company applicants. Each Guarantor must complete this section accordingly. If a company has more than three directors, or FPM requires more than three Guarantors for a noncompany applicant, please provide details and signatures of all additional guarantors and witnesses on a separate attachment. Please be aware that a Guarantor is fully and personally liable for all of the obligations of the client throughout the life of the Account.

Date of this guarantee

This Deed is binding on the relevant Guarantor on the day it is executed by the Guarantor without having to be executed by FP Markets Pty Ltd ABN 16 112 600 281 (FPM).

Guarantee

In consideration of FPM, a company incorporated in the State of New South Wales whose registered office is at 10 Bridge Street, Sydney, 2000, agreeing to act in such capacity as the person or persons identified in the accompanying account application as the applicant (and where more than one is identified, those persons jointly and severally) (Client) may from time to time direct, the person or persons identified as Guarantor (and where more than one is identified, those persons jointly and severally) (Guarantor) hereby irrevocably makes the following undertakings in favour of FPM.

Undertakings

1. Guarantee

The Guarantor unconditionally and irrevocably guarantees to FPM the payment of all moneys and the due and punctual performance and observance of all conditions and provisions of any agreement between the Client and FPM to be respectively paid, performed and observed by the Client. If the Client does not pay such money on time and in accordance with any such agreement then the Guarantor agrees to pay it to FPM on demand by FPM (whether or not demand has been made by FPM on the Client or any other Guarantor).

2. Indemnity

The Guarantor unconditionally and irrevocably indemnifies and agrees to keep FPM indemnified:

- against any failure on the part of the Client to pay FPM any and all moneys which are at the date hereof or at any time hereafter due and payable, or to become due and payable by the Client to FPM on any account whatever;
- against all losses, suits, claims, proceedings, costs, damages and expenses of whatever kind suffered or incurred by FPM by reason of any action on the part of the Client in relation to any agreements between the Client and FPM; and
- against any loss FPM suffers because a liability of the Client to pay any amount under the agreement between the Client and FPM is unenforceable in whole or in part or is not or has never been recoverable from the Guarantor or the Client because of any circumstance whatever including any agreement or term of an agreement between the Client and FPM being void, voidable or unenforceable and whether or not FPM knew or should have known anything about that circumstance.

3. Further indemnity

- The Guarantor agrees that this Guarantee and Indemnity is a principal obligation, immediately enforceable against the Guarantor and the Guarantor as principal debtor must pay to FPM on demand a sum equal to the amount of any loss described in clauses 2(b) and 2(c) and shall indemnify FPM against all and any obligations (contingent or actual) of the Client to FPM. In the event of any moratorium or suspension of the Client's obligations the Guarantor shall forthwith on demand pay to FPM the whole of the moneys on whatever account due and payable or to become due and payable to FPM by the Client;
- The Guarantor agrees that this Guarantee and Indemnity shall not be affected in any way by any moratorium or by any delay period of grace or other indulgence given or allowed by FPM to the Client or the Guarantor or by any modification or variation in the terms upon which moneys due and payable to FPM by the Client are so due and payable or by any other thing which would but for this provision have the effect of releasing the Guarantor from liability hereunder.
- The Guarantor agrees in the event of avoidance for any reason whether by statute or otherwise of any payment by the Client or by the Guarantor to FPM pursuant to this Guarantee and Indemnity, irrespective of whether such avoidance operates from the time of such payment or from any later date, the liability (contingent or actual) of the Guarantor and the rights and remedies of FPM against the Client and/or the Guarantor shall be the same as if no such payment has been made.
- The Guarantor agrees that this Guarantee and Indemnity is in addition to and not in substitution for any other security which FPM may hold (including any other indemnity from any person) and this Indemnity may be enforced against the Guarantor without first having recourse to any such security or taking any steps or proceedings against the Client or any other Guarantor.
- The Guarantor accepts the terms and conditions of appointment of FPM to act for and on behalf of the Client on any account and in any capacity whatever.
- The Guarantor agrees that whoever executes this Guarantee and Indemnity on behalf of the Guarantor has the power and authority of the Guarantor to do so.
- This Guarantee and Indemnity is governed by the laws in force in New South Wales.
- The Guarantor must obtain all necessary governmental approvals and authorisations and take any such other actions as may be necessary to enable it to discharge its obligations under this Guarantee and Indemnity.

Guarantor authorisations

If the Guarantor is an individual, or individuals, this Guarantee must be executed by that individual or individuals. If the Guarantor be a company this Guarantee must be executed under the common seal of the company or alternatively, on its behalf by its directors or officers having power and authority to do so, proof of which must be provided to FPM.

Signed, sealed and delivered as a deed:

Authorisation of Guarantor A

Signature

Print full name

Date

Witness for Guarantor A

Signature

Print full name

Date

Authorisation of Guarantor B

Signature

Print full name

Date

Witness for Guarantor B

Signature

Print full name

Date

Supporting Documentation

Applications must be accompanied by two forms of ID:

- Photo ID in the form of a drivers licence or passport; and
- Please provide a full copy of the Trust Deed and all amendments.

Return completed and signed form along with all required supporting documents to FP Markets using one of the following methods:



Mail
FP Markets
Level 5, Exchange House
10 Bridge Street, Sydney NSW 2000



Fax
+61 2 8252 6899



Email
sales@fpmarkets.com.au