

Client Application Form



FUTURES & OPTIONS PARTICIPANT




Connecting you to world markets

CLIENT APPLICATION FORM

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HOW DID YOU HEAR ABOUT OMFINANCIAL?

	<ul style="list-style-type: none"><input type="checkbox"/> Search Engine<input type="checkbox"/> Word of Mouth<input type="checkbox"/> Advertisement<input type="checkbox"/> Paper<input type="checkbox"/> TV<input type="checkbox"/> Other	<p>Please specify</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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CLIENT APPLICATION FORM

This Application Form is to be completed in conjunction with the relevant OMFInancial Limited Terms and Conditions and will, if accepted, comprise the terms of the client agreement (“**this Agreement**”) between **you** (being the person entering into this Agreement) and **OMFInancial Limited** of Level 2, 187 Broadway, Newmarket, Auckland, New Zealand (“**us**”, “**our**” and “**we**”). We will deal in Derivative Contracts and Deliverable Foreign Exchange Contracts as instructed by you in accordance with the terms of this Agreement.

This Application Form is for use by clients who wish to use OMFInancial Limited to facilitate dealing in Derivative Contracts and/or Deliverable Foreign Exchange Contracts.

TERMS AND CONDITIONS

Derivative Contracts

The Derivative and Deliverable Foreign Exchange Contracts in which we will deal under this Agreement will be as indicated below, subject to any subsequent written instructions from you to us:

Tick types of Contracts

- | | |
|--|--------------------------|
| (a) Futures contracts | <input type="checkbox"/> |
| (b) Contracts for Difference (or CFDs) | <input type="checkbox"/> |
| (c) Margin Foreign Exchange contracts; and | <input type="checkbox"/> |
| (d) Options | <input type="checkbox"/> |

Deliverable Foreign Exchange Contracts

- | | |
|--|--------------------------|
| (e) Deliverable Foreign Exchange contracts | <input type="checkbox"/> |
|--|--------------------------|

CLIENT ACKNOWLEDGEMENT

You acknowledge that:

- (a) You have appointed us to facilitate dealing in the Contracts specified above in accordance with the terms of this Client Acknowledgement and Risk Disclosure Statement and all other terms of this Agreement.
- (b) We are regulated by the New Zealand Exchange Limited (NZX) to the extent that we provide advice to and/or accept funds from you in respect of Futures Contracts as defined in the Securities Markets Act 1988.
- (c) I am **not** a U.S. citizen or U.S. Green-card holder. In keeping with U.S. tax laws and foreign tax obligations, I am aware it is illegal for a U.S. citizen, permanent resident or Green-card holder to transact in U.S. equities or U.S. Interest Rate products through the facilities offered by OMFInancial Ltd.

RISK DISCLOSURE STATEMENT

The risk of loss in trading in Derivative Contracts can be substantial. You should therefore carefully consider whether that kind of trading is appropriate for you in the light of your financial circumstances. In deciding whether or not you will become involved in that kind of trading, you should be aware of the following matters:

- (a) You could sustain a total loss of initial and maintenance margin funds that you deposit with us to establish or maintain a position at an Exchange or Off-Exchange.
- (b) If the market price moves against your position, you may be required, at short notice, to deposit with us additional margin funds in order to maintain your position. Those additional funds may be substantial. If

CLIENT APPLICATION FORM

you fail to provide those additional funds within the required time, your position may be liquidated at a loss and in that event you will be liable for any shortfall in your account resulting from that failure.

- (c) Under certain conditions, it could become difficult or impossible for you to liquidate a position (this can, for example, happen when there is a significant change in prices over a short period).
- (d) The placing of contingent orders (such as a “stop-loss” order) may not always limit your losses to the amounts that you may want. Conditions may make it difficult to execute such orders.
- (e) A “spread” position is not necessarily less risky than a “long” or “short” position.
- (f) The high degree of leverage that is obtainable in trading Derivative Contracts because of small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as large gains.
- (g) If you propose to trade in options, the maximum loss in buying an option is the amount of the premium, but the risks in selling an option are the same as in other Derivative Contracts.

GUARANTEE

If we require a guarantee, the terms of the guarantor’s indemnity are set out in Schedule 6.

DECLARATION

By completing this Application Form, you and (if completed by a guarantor) the guarantor:

- (a) warrant that the statement of financial affairs is a true and accurate statement of your and (if completed by a guarantor) the guarantor’s minimum financial situation and you and (if completed by a guarantor) the guarantor acknowledge that we may rely on the above statement in assessing your and (if completed by a guarantor) the guarantor’s potential ability to meet any of the obligations that may arise under this Agreement between you and us;
- (b) confirm that you and (if completed by a guarantor) the guarantor have read and understand the Client Acknowledgement and Risk Disclosure Statement and the acknowledgements contained in all of the relevant OMF Financial Limited Terms and Conditions and that the trading terms used in them have been explained to you (and the guarantor) by the giver of this statement;
- (c) if Schedule 6 applies to this agreement, confirm that you and the guarantor have read and understand the guarantor’s indemnity and that the trading terms used in it have been explained to you (and the guarantor) by the giver of this statement; and
- (d) offer to enter into this Agreement on the terms set out in this Application Form together with:
- (e) in the case of dealings in futures contracts, CFDs and/or options the “Futures, Options and CFDs Terms and Conditions” [posted on www.omf.co.nz from time to time/provided to you (as updated or amended in accordance with their terms from time to time)];
 - ii. in the case of dealings in margin foreign exchange contracts, the “Margin Foreign Exchange Terms and Conditions” [posted on www.omf.co.nz from time to time/provided to you (as updated or amended in accordance with their terms from time to time)]; and
 - iii. in the case of dealings in deliverable foreign exchange contracts, the “Deliverable Foreign Exchange Terms and Conditions” [posted on www.omf.co.nz from time to time/provided to you (as updated or amended in accordance with their terms from time to time)].

Under no circumstances are you permitted to trade until the account has been approved and cleared funds are deposited into our account.

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This statement does not disclose all of the risks and other significant aspects involved in trading Derivative and/or Deliverable Foreign Exchange Contracts on an Exchange or Off-Exchange. You should therefore study trading in these Contracts carefully before becoming involved in it.

*I/*We confirm that *I/*We understand this client acknowledgement and risk disclosure statement and that trading terms used in it have been explained to *me/*us by the giver of this statement.

Account Name	Date
<input type="text"/>	<input type="text"/>
Full name of Account Holder	Authorised Signature
<input type="text"/>	<input type="text"/>
In the presence of	
Witness Name	Witness Signature
<input type="text"/>	<input type="text"/>
Date	Occupation
<input type="text"/>	<input type="text"/>

FOR OMFINANCIAL USE ONLY

Full name of Advisor by whom statement is given
<input type="text"/>
Address of Advisor
C/- OMFfinancial
<input type="text"/>
Advisor Signature
<input type="text"/>
Date on which statement is given
<input type="text"/>

OMFinancial Authorised Signatory
<input type="text"/>
Name
<input type="text"/>
Date
<input type="text"/>

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REGISTRATION DETAILS

Please complete the following:

Schedule 1 and 5	Individual/partnership
Schedule 2 and 5	Trust
Schedule 3 and 5	Companies
Schedule 4 and 5	Authorised Persons
Schedule 6	Guarantee

ENCLOSURE CHECKLIST

Each Account Holder and Authorised Person on the account who is a **natural person** (eg individuals or partners, trustees, unincorporated joint venture members who are individuals) must provide a certified photocopy of

- Current and Valid passport (personal details page)
- Proof of address by way of current document evidencing legal name and current address. e.g. utility bill, Bank Statement, Tax bill, Rates notice.

AND at least **one (1)** of the following identification documents:

- Current and Valid Drivers Licence
- Birth Certificate
- Certificate of New Zealand Citizenship

Photocopies of these documents must be legible. At least one of the documents must have a photograph of the account holder on it.

* * * * *

Please also supply us with the appropriate documents to accompany your forms of identification from the list below.

Individual

- Statement of Assets and Liabilities
- Bank Statement or Bank Encoded Deposit Slip

Company

- Company Accounts
- Certification of Incorporation
- Bank Statement or Bank Encoded Deposit Slip
- Directors Guarantee and Identification (See Schedule 6)

Trusts*

- Statement of Trusts Financial Position
- Bank Statement or Bank Encoded Deposit Slip
- Copy of Trust Deed**
- Guarantee (See Schedule 6)

Partnership Accounts

- Bank Statement or Bank Encoded Deposit Slip
- Copy of Partnership Deed ***
- Partners Guarantee and Identification (See Schedule 6)

Guarantor (if applicable)

- Statement of Financial Position
- Guarantor's Indemnity (See Schedule 6)

* (if Trustee is not a natural person then ID is required from a natural person authorised to administer the trust)

** (in particular trust's power to invest in Futures Contracts and person authorised to trade on behalf of trust)

*** (if no partnership deed, the name and signature of each partner in the partnership)

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Certified Copies

Documents may be certified by a professional such as a lawyer, notary, accountant, banker, professional advisor, Justice of the Peace, OMFfinancial advisor or official entity such as an embassy or government ministry.

OMFfinancial will only accept copies of identification documentation that are certified in original ink, where the certifying person, not being the applicant:

1. Has written "This is a true copy of the original" on the document; AND
2. The company stamp is clear; AND
3. The signature of the certifying person, including the printed name, is evident on each page requiring certification.

Where documents are not in English you must ensure that a translation into English is provided by an accredited translator.

OMFfinancial reserves the right to request further documentation, other than that listed on Page 4 here deemed necessary.

Please ensure that the appropriate form is completed in full and submitted with all relevant documentation to avoid delays in the processing or possible rejection of the application.

CLIENT APPLICATION FORM

INDIVIDUALS / PARTNERSHIPS - SCHEDULE 1

Account Name

Title Given Names (in Full)

Principal Contact Details

Residential Address

Postal Address

Ph (pvt)

Fax (pvt)

Email (pvt)

Ph (bus)

Fax (bus)

Email (bus)

Mobile

Date of Birth

Occupation

Employer or Business

(if retired please state retired and previous occupation)

Alternative Contact Details (eg Employment Address/Residential Address)

Ph

Fax

Email

Residential Address

Trading Objectives

Hedging

Speculating

Other

CLIENT APPLICATION FORM

INDIVIDUALS / PARTNERSHIPS - SCHEDULE 1 Continued

Trading Experience

	Months	Years	Additional Comments
Futures	<input type="text"/>	<input type="text"/>	
Options	<input type="text"/>	<input type="text"/>	
CFDs	<input type="text"/>	<input type="text"/>	
Margin FX	<input type="text"/>	<input type="text"/>	
Deliverable FX	<input type="text"/>	<input type="text"/>	

TAX INFORMATION

New Zealand Residents

IRD Number

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Tax Rate

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Please circle)
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	-----------------

If exempt a copy of Inland Revenue exemption certificate must be enclosed

Non Residents

Country

Provision of your Inland Revenue Department Number (IRD) is optional, however you should be aware that if one is not lodged, we are required to deduct withholding tax at the highest marginal rate from interest payable

PAYMENT INSTRUCTIONS

Bank and Branch

Account No

Suffix

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If you require funds remitted to any other account you must make a written, signed request.

Copy Enclosed (please circle)

Bank Encoded Deposit Slip / Bank Statement

STATEMENTS

Email my Statement/s to

Home

Work

Other

CLIENT APPLICATION FORM

TRUSTS - SCHEDULE 2

Name of Trust

Registered Address

Mailing Address

Title Given Names of Trustee (in full)

Ph (pvt)

Fax (pvt)

Email

Mobile

Date of Birth

Mailing Address

Title Given Names of Trustee (in full)

Ph (pvt)

Fax (pvt)

Email

Mobile

Date of Birth

Mailing Address

Title Given Names of Trustee (in full)

Ph (pvt)

Fax (pvt)

Email

Mobile

Date of Birth

Mailing Address

CLIENT APPLICATION FORM

TRUSTS SCHEDULE 2 Continued

Alternative Trust Details

Registration Name If Different From Above

Registration Address If Different From Above

Trading Objectives

Hedging

Speculating

Other

Trading Experience

	Months	Years	Additional Comments
Futures	<input type="text"/>	<input type="text"/>	<input type="text"/>
Options	<input type="text"/>	<input type="text"/>	
CFDs	<input type="text"/>	<input type="text"/>	
Margin FX	<input type="text"/>	<input type="text"/>	
Deliverable FX	<input type="text"/>	<input type="text"/>	

TAX INFORMATION

New Zealand Residents

IRD Number

Tax Rate

<input type="checkbox"/> 12.5%	<input type="checkbox"/> 21%	<input type="checkbox"/> 30%	<input type="checkbox"/> 33%	<input type="checkbox"/> 38%	<input type="checkbox"/> Exempt
--------------------------------	------------------------------	------------------------------	------------------------------	------------------------------	---------------------------------

 (Please circle)

If exempt a copy of Inland Revenue exemption certificate must be enclosed

Non Residents

Country

Provision of your Inland Revenue Department Number (IRD) is optional, however you should be aware that if one is not lodged, we are required to deduct withholding tax at the highest marginal rate from interest payable

PAYMENT INSTRUCTIONS

Bank and Branch

Account No

Suffix

If you require funds remitted to any other account you must make a written, signed request

Copy Enclosed (please circle)

Bank Encoded Deposit Slip / Bank Statement

STATEMENTS

Email my Statement/s to Home

Work

Other

CLIENT APPLICATION FORM

COMPANIES - SCHEDULE 3

Company Incorporated **IN** New Zealand

Company Number

Company Incorporated **OUTSIDE** New Zealand

Registered Address

Mailing Address (if different from Registered Address)

Ph (bus)

Fax (bus)

Email (bus)

Mobile

Alternative Company Details

Registration name if different from above

Registration address if different from above

Trading Objectives

Hedging

Speculating

Other

Trading Experience

Futures

Options

CFDs

Margin FX

Deliverable FX

Months

Years

Additional Comments

CLIENT APPLICATION FORM

COMPANIES - SCHEDULE 3 Continued

TAX INFORMATION

New Zealand Residents

IRD Number

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Tax Rate

12.5%	21%	30%	33%	38%	Exempt	(Please circle)
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If exempt a copy of Inland Revenue exemption certificate must be enclosed

Non Residents

Country

--

Provision of your Inland Revenue Department Number (IRD) is optional, however you should be aware that if one is not lodged, we are required to deduct withholding tax at the highest marginal rate from interest payable

PAYMENT INSTRUCTIONS

Bank and Branch

--	--	--	--	--	--	--	--

Account No

--	--	--	--	--	--	--	--	--	--

Suffix

--	--

If you require funds remitted to any other account you must make a written, signed request

Copy enclosed (please circle)

Bank encoded deposit slip / bank statement

STATEMENTS

Email my Statement/s to

Home

--

Work

--

Other

--

CLIENT APPLICATION FORM

AUTHORISED PERSONS - SCHEDULE 4

Title	Given Names (in Full)	Authorised Signatory
Residential Address		
Ph (pvt)		Fax (pvt)
Email (pvt)		
Ph (bus)		Fax (bus)
Email (bus)		
Mobile		Date of Birth
Relationship to Account Holder		Authorised to:
		<input type="checkbox"/> Trade <input type="checkbox"/> Transfer funds
Title	Given Names (in Full)	Authorised Signatory
Residential Address		
Ph (pvt)		Fax (pvt)
Email (pvt)		
Ph (bus)		Fax (bus)
Email (bus)		
Mobile		Date of Birth
Relationship to Account Holder		Authorised to:
		<input type="checkbox"/> Trade <input type="checkbox"/> Transfer funds
Title	Given Names (in Full)	Authorised Signatory
Residential Address		
Ph (pvt)		Fax (pvt)
Email (pvt)		
Ph (bus)		Fax (bus)
Email (bus)		
Mobile		Date of Birth
Relationship to Account Holder		Authorised to:
		<input type="checkbox"/> Trade <input type="checkbox"/> Transfer funds

If more authorised representatives please provide under separate cover.

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STATEMENT OF FINANCIAL POSITION – SCHEDULE 5

Annual Income/Salary			
ASSETS HELD			VALUE (NZD)
Residence	Year Purchased	Price Paid	
Location	In Name of		
Other Real Estate			
Cash at Bank			
Listed Shares			
Fixed Interest			
Other Assets			
TOTAL			
LESS LIABILITIES			
Property Mortgage, Line/s of Credit			
Other Debts Outstanding			
TOTAL			
Net Assets		NET	

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GUARANTOR'S INDEMNITY - SCHEDULE 6 *(If Applicable)*

In consideration of **OMFINANCIAL LIMITED** of Level 2, 187 Broadway, Newmarket, Auckland (hereinafter referred to as "OMF") AGREEING at the request of

_____ **GUARANTOR**

(collectively referred to as "the Guarantor") to act in such capacity as the Client from time to time direct for

_____ **CLIENT NAME**

(referred to as "the Client") the Guarantor hereby jointly and severally indemnifies and agrees to keep indemnified OMF:

1. against any failure on the part of the Client to pay OMF 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 OMF on any account whatsoever; and
2. against all losses, claims, proceedings, costs, damages and expenses of whatsoever kind suffered or incurred by OMF by reason of any action on the part of the Client in relation to any agreements between the Client and OMF.

AND the Guarantor FURTHER AGREES with OMF:

- (i) that this Indemnity shall be a principal obligation, immediately enforceable against the Guarantor and shall continue for the benefit of OMF until OMF receives at least seven (7) days notice in writing from the Guarantor of termination of this Indemnity and shall protect OMF against all and any obligations (contingent or actual) of the Client to OMF incurred prior to the time such notice expires. In the event of any moratorium or suspension of the Client's obligations the Guarantor shall forthwith on demand pay to OMF the whole of the moneys on whatsoever account due and payable or to become due and payable to OMF by the Client;
- (ii) that this 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 OMF to the Client or the Guarantor or by any modification or variation in the terms upon which moneys due and payable to OMF by the Client are so due and payable or by any other thing which would but for this provision have the affect of releasing the Guarantor from liability hereunder;
- (iii) in the event of avoidance for any reason whether by statute or otherwise of any payment by the Client or by the Guarantor to OMF pursuant to this 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 OMF against the Client and/or the Guarantor shall be the same as if no such payment has been made;
- (iv) that this Indemnity is in addition to and not in substitution for any other security which OMF may hold and this Indemnity may be enforced against the Guarantor or any of them without first having recourse to any such security or taking any steps or proceedings against the Client;
- (v) that the Guarantor is aware of the terms and conditions of appointment of OMF to act for and on behalf of the Client;
- (vi) that whosoever executes this Indemnity on behalf of the Guarantor has the power and authority of the Guarantor to do so;
- (vii) that this Indemnity shall be governed by the law of New Zealand; and
- (viii) that the Guarantor shall 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 Indemnity.

(Where the Guarantor is an individual, or individuals, this Indemnity is to be executed by that individual or individuals with a witness. Where the Guarantor is a company this Indemnity is to be executed on its behalf by two directors (or if the Company only has one director, then there must be a witness) or by an attorney (with a certificate of non-revocation of power of attorney).

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Signature of Guarantor	Date
Address of Guarantor	
Signature of Witness	
Name of Witness	
Address of Witness	

GUARANTOR'S STATEMENT OF FINANCIAL POSITION

Annual Income/Salary	
ASSETS HELD	VALUE (NZD)
Residence	Year Purchased
Price Paid	
Location	In name of
Other Real Estate	
Cash at Bank	
Listed Shares	
Fixed Interest	
Other Assets	
TOTAL	
LESS LIABILITIES	
Property Mortgage, Line/s of Credit	
Other Debts Outstanding	
TOTAL	
Net Assets	NET

AUCKLAND	WELLINGTON	CHRISTCHURCH
Level 2 187 Broadway Newmarket AUCKLAND	Level 2, National Chambers 15 Johnston Street Wellington	Level 6, SBS House 180 Manchester Street Christchurch
Phone: 64 9 520 9310 Fax 64 9 520 9313	Phone 64 4 499 0028 Fax 64 4 495 0373	Phone 64 3 366 3804 Fax 64 3 377 4904