




# CLIENT APPLICATION FORM

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### HOW DID YOU HEAR ABOUT OMFINANCIAL?

	<ul style="list-style-type: none"><li><input type="checkbox"/> Search Engine</li><li><input type="checkbox"/> Word of Mouth</li><li><input type="checkbox"/> Advertisement</li><li><input type="checkbox"/> Paper</li><li><input type="checkbox"/> TV</li><li><input type="checkbox"/> Other</li></ul>	<p>Please specify</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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This Application Form is to be completed in conjunction with the OMFInancial Limited General 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 Securities 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 Securities.

## **TERMS AND CONDITIONS**

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### **Derivative Contracts**

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

- (a) Futures contracts
- (b) Contracts for Difference (or CFDs)
- (c) Margin Foreign Exchange contracts
- (d) Options; and
- (e) Equities

### **Securities**

- (f) NZX listed Equities

## **CLIENT ACKNOWLEDGEMENT**

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You acknowledge that:

- (a) You have appointed us to facilitate dealing in the Contracts and/or Securities 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 as a Client Advising Firm by NZX Limited (NZX) for Derivative Contracts traded on the NZX Derivatives Market, in accordance with the NZX Derivatives Markets Rules and Procedures. We are also regulated by NZX (in relation to both On- and Off-Exchange Derivative Contracts) 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**

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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 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.

The risk of Short Selling of Securities is that the market could move against you and you could suffer loss as a consequence.

Investment and trading in Securities can present risks that may impact on income and yield performance, and place capital at risk. You should be aware of these risks that may include (without limitation) market, company, industry and country exposure risk, and currency, economic and political risk. There are increased risks associated with borrowing to purchase Securities or by buying Securities which are not quoted on a recognised Exchange.

The risk of equity investments is that it may not be possible to recover your original investment where, for example, the sale price for your investment is less than the price paid, or your investment cannot be sold (where there is no market for them or the market is effectively illiquid), or the company in which you have invested is insolvent or placed in receivership or liquidation.

## **GUARANTEE**

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

## **DECLARATION**

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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 OMF Financial Limited General 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 the "OMF Financial Limited General Terms and Conditions" [posted on [www.omf.co.nz](http://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.

This statement does not disclose all of the risks and other significant aspects involved in trading Derivative Contracts and/or Securities 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	
Full name of Account Holder		Authorised Signature	
In the presence of			
Witness Name		Witness Signature	
Date		Occupation	

### FOR OMFINANCIAL USE ONLY

Full name of Advisor by whom statement is given	OMFinancial Authorised Signatory
Address of Advisor C/- OMFinancial	Name
Advisor Signature	Date
Date on which statement is given	

## REGISTRATION DETAILS

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Please complete the following:

Schedule 1 and 5	Individual/partnership	(and Schedule 4 if required)
Schedule 2, 4 and 5	Trust	
Schedule 3, 4 and 5	Companies	
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 Financial Position
- 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)
- Details of Persons Authorised to place orders (see Schedule 4)

### 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)

\*\*\* (and the name and signature of each partner in the partnership)

## **Certified Copies**

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

OMFinancial 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.

OMFinancial 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.***

# 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

**INDIVIDUALS / PARTNERSHIPS - SCHEDULE 1 Continued**

**Trading Experience**

	Months	Years	Additional Comments
Futures	<input type="text"/>	<input type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
Options	<input type="text"/>	<input type="text"/>	
CFDs	<input type="text"/>	<input type="text"/>	
Margin FX	<input type="text"/>	<input type="text"/>	
Securities	<input type="text"/>	<input type="text"/>	

**WITHHOLDING 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"/>
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Withholding Tax Rate on Interest Earnings

<input type="checkbox"/> 10.5%	<input type="checkbox"/> 17.5%	<input type="checkbox"/> 30%	<input type="checkbox"/> 33%	<input type="checkbox"/> Exempt	(Please circle)
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If exempt a copy of Inland Revenue exemption certificate must be enclosed

OR

**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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Account No

<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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Suffix

<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

Please complete Schedule 4 if Partnership or if you would like additional persons authorised to operate your account.

## TRUSTS - SCHEDULE 2

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Name of Trust			
<input type="text"/>			
Registered Address			
<input type="text"/>			
Mailing Address			
<input type="text"/>			
Title	Given Names of Trustee (in full)		
<input type="text"/>			
Ph (pvt)	<input type="text"/>	Fax (pvt)	<input type="text"/>
Email	<input type="text"/>		
Mobile	<input type="text"/>	Date of Birth	<input type="text"/>
Mailing Address			
<input type="text"/>			
Title	Given Names of Trustee (in full)		
<input type="text"/>			
Ph (pvt)	<input type="text"/>	Fax (pvt)	<input type="text"/>
Email	<input type="text"/>		
Mobile	<input type="text"/>	Date of Birth	<input type="text"/>
Mailing Address			
<input type="text"/>			
Title	Given Names of Trustee (in full)		
<input type="text"/>			
Ph (pvt)	<input type="text"/>	Fax (pvt)	<input type="text"/>
Email	<input type="text"/>		
Mobile	<input type="text"/>	Date of Birth	<input type="text"/>
Mailing Address			
<input type="text"/>			

## 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"/>	
Securities	<input type="text"/>	<input type="text"/>	

### WITHHOLDING 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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Withholding Tax Rate on Interest Earnings

<input type="checkbox"/> 17.5%	<input type="checkbox"/> 30%	<input type="checkbox"/> 33%	<input type="checkbox"/> Exempt	(Please circle)
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If exempt a copy of Inland Revenue exemption certificate must be enclosed

OR

#### 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

**COMPANIES - SCHEDULE 3**

Company Incorporated <b>IN</b> New Zealand		Company Number
<input type="text"/>		<input type="text"/>
Company Incorporated <b>OUTSIDE</b> New Zealand		
<input type="text"/>		
Registered Address		
<input type="text"/>		
Mailing Address (if different from Registered Address)		
<input type="text"/>		
Ph (bus)	<input type="text"/>	Fax (bus) <input type="text"/>
Email (bus)	<input type="text"/>	
Mobile	<input type="text"/>	
<b>Alternative Company Details</b>		
Registration name if different from above		
<input type="text"/>		
Registration address if different from above		
<input type="text"/>		
<b>Trading Objectives</b>		
Hedging	Speculating	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<b>Trading Experience</b>		
	Months	Years
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"/>
Securities	<input type="text"/>	<input type="text"/>
Additional Comments		
<input type="text"/>		

## COMPANIES - SCHEDULE 3 Continued

### WITHHOLDING TAX INFORMATION

#### New Zealand Residents

IRD Number \*

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Withholding Tax Rate on Interest Earnings

<input type="checkbox"/> 28%	<input type="checkbox"/> 33%	<input type="checkbox"/> Exempt
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 (Please circle)

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

#### Non Residents

Country

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\* 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

Approved Issuer Levy \*\*  or Non Resident Withholding Tax (NRWT)

\*\* Approved Issuer Levy (AIL) is an alternative to NRWT. Non residents who elect to have AIL applied to interest earnings will be charged a levy of 2% (rather than the NRWT of 10% or 15%). The disadvantage of AIL is that you may not be able to get a credit for the levy against your tax liability in your country of residence.

### PAYMENT INSTRUCTIONS

Bank and Branch

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Account No

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

Suffix

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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

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Work

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Other

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## 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.*

## STATEMENT OF FINANCIAL POSITION – SCHEDULE 5

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

## **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).

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



**AUCKLAND**

Level 2  
187 Broadway  
Newmarket  
AUCKLAND

Phone: 64 9 520 9310  
Fax 64 9 520 9313

**WELLINGTON**

Level 2, National Chambers  
15 Johnston Street  
Wellington

Phone 64 4 499 0028  
Fax 64 4 495 0373

**CHRISTCHURCH**

Unit 6B, Level 1  
6 Sir William Pickering Drive  
Harewood  
Christchurch

Phone 64 3 358 4841  
0800 663 242 (0800 OMF CHC)  
Fax 64 3 377 4904