



# APPLICATION FORM – SELF-MANGED SUPERANNUATION FUND

## Guide to completing this Application Form

You must complete all of the following sections if you want to open a Self-Managed Superannuation Fund Account with Olive Financial Markets Pty Ltd ("OliveFX"):

1. Legal Entity Identifier
2. Account Type
3. Trustee Information
4. Trust Information
5. Investment Experience
6. Supporting Documentation
7. Declarations
8. Deed of Guarantee and Indemnity – Margin FX Contracts and CFD trading only
9. Authorised Persons List

Please contact Compliance Officer at [compliance@olivefx.com](mailto:compliance@olivefx.com) if you have any questions.

Once completed, please submit the Application Form to [newaccounts@olivefx.com](mailto:newaccounts@olivefx.com)

## SECTION 1: LEGAL ENTITY IDENTIFIER (LEI)

Does the SMSF have a LEI?  Yes  No

If yes, please provide your LEI: \_\_\_\_\_

If no, would you like OliveFX to assist you with applying for a LEI?  Yes  No

For our assistance to apply for a LEI, please complete the **LEI Application Form**.

## SECTION 2: TRUSTEE INFORMATION

### INDIVIDUAL TRUSTEE DETAILS

#### 2.01 | PERSONAL DETAILS AND CONTACT DETAILS

Title (Mr/Mrs/Ms/Other): \_\_\_\_\_

First Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Residential Address (not a PO Box): \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Title (Mr/Mrs/Ms/Other): \_\_\_\_\_

First Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Residential Address (not a PO Box): \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

## 2.02 | EMPLOYMENT AND FINANCIAL DETAILS

Employment Status:  Employed  Self-employed  
 Retired  Un-employed

Occupation: \_\_\_\_\_

Approximate annual gross income in the last financial year: \$A \_\_\_\_\_

Source of funds used for your trading with us:  Employment  Inheritance  
 Investment  Other (please specify)

Other: \_\_\_\_\_

Purpose of Trading Accounts/s:  Short Medium-Term Speculation  Hedging Purpose  
 Long term growth  Diversified Investment

Employment Status:  Employed  Self-employed  
 Retired  Un-employed

Occupation: \_\_\_\_\_

Approximate annual gross income in the last financial year: \$A \_\_\_\_\_

Source of funds used for your trading with us:  Employment  Inheritance  
 Investment  Other (please specify)

Other: \_\_\_\_\_

Purpose of Trading Accounts/s:  Short Medium-Term Speculation  Hedging Purpose  
 Long term growth  Diversified Investment

\*If corporate trustee, go to section 2.04.

## 2.03 | POLITICALLY EXPOSED PERSONS\* VERIFICATION

\*An individual who holds a prominent public position or function in a government body or an international organisation or who is an immediate family member or a close associate of a politically exposed person

Are you a politically exposed person\*?  Yes  No

If yes, please contact the Compliance Officer.

## COMPANY TRUSTEE DETAILS

### 2.04 | COMPANY DETAILS

Name of Company: \_\_\_\_\_

Principal Place of Business Address (not a PO Box): \_\_\_\_\_ Registered Address (not a PO Box): \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Country of Incorporation: \_\_\_\_\_

Company Identification Number \_\_\_\_\_

Is the Company incorporated in Australia and a sole tax resident of Australia?

Yes  No

## 2.05 | NOMINATED CONTACT DETAILS

Contact Name: \_\_\_\_\_ Secondary Contact Number: \_\_\_\_\_

Main Contact Number: \_\_\_\_\_ Position: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 2.06 | DIRECTOR DETAILS

### DIRECTOR 1

Full Name: \_\_\_\_\_

Approximate gross income from investment in the last financial year: A\$ \_\_\_\_\_

### DIRECTOR 2

Full Name: \_\_\_\_\_

Approximate gross income from investment in the last financial year: A\$ \_\_\_\_\_

### DIRECTOR 3

Full Name: \_\_\_\_\_

Approximate gross income from investment in the last financial year: A\$ \_\_\_\_\_

### DIRECTOR 4

Full Name: \_\_\_\_\_

Approximate gross income from investment in the last financial year: A\$ \_\_\_\_\_

### DIRECTOR 5

Full Name: \_\_\_\_\_

Approximate gross income from investment in the last financial year: A\$ \_\_\_\_\_

### DIRECTOR 6

Full Name: \_\_\_\_\_

Approximate gross income from investment in the last financial year: A\$ \_\_\_\_\_

## 2.07 | FINANCIAL DETAILS OF THE TRUST

Approximate available funds for trading with OliveFX: A\$ \_\_\_\_\_

Source of Funds:  Company Funds  Other (please specify)

Other: \_\_\_\_\_

Purpose of Trading Account/s:  Short Medium Term Speculation  Hedging Purposes  
 Long Term Growth  Diversified Investment

## SECTION 3: SMSF INFORMATION

Full Name of the SMSF: \_\_\_\_\_

ABN: \_\_\_\_\_

## SECTION 4: INVESTMENT EXPERIENCE

1. Has the Trust or Trustees traded CFDs, Margin FX Contracts or other leveraged products before?  
(for Margin FX Contracts and CFD Trading account only)  Yes  No

2. Has any of the Company's director/s previously been bankrupt?

Yes  No

If the answer is 'YES', please give details: \_\_\_\_\_

## SECTION 5: SUPPORTING DOCUMENTATION

The following supporting documentations should accompany the completed Application Form for a SMSF\* - **for individuals ONLY**:

A certified copy of the front page of the relevant trust agreement.

A copy of:

(select one only)

- Australian Driver's Licence
- Australian Passport
- Card issued under a State of Territory
- Foreign passport or similar travel document
- National Identity Card issued by a foreign government

\*Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.

\*We note that we may electronically certify your documentation and that if this process fails, you will need to provide a certified copy of the documentation to us in hard copy.

\*\*For corporate trustees, we note that we will require identification from all of the directors.

**WE ARE NOT ABLE TO OPEN AN ACCOUNT WITHOUT SUPPORTING DOCUMENTATION**

## SECTION 6: DECLARATIONS

We/I, for and on behalf of the SMSF, have received and understood the Financial Services Guide, Client Agreement and Product Disclosure Statement, and any other disclosure documents provided to us/me (including, if applicable, the Managed Discretionary Account Contract).

We/I understand the nature and risks associated with trading Margin FX Contracts, CFDs and/or securities (and, if applicable, in utilising the managed discretionary account services provided).

I acknowledge that leverage can magnify gains as well as losses. I understand that leverage products will be offered to me up to 500:1 (or as agreed otherwise between me and OliveFX).

I acknowledge that I may fund my account in my nominated Base Currency (which may be permitted by Olive from time to time) but that I may be exposed to foreign exchange risk if it is not in Australian dollars.

I confirm that there is a valid trust, the trustee is permitted to enter into the Client Agreement and to contract with OliveFX and be bound by the terms of the Client Agreement

We/I have also read, understood and consent to the Privacy Policy, including any offshore disclosure of personal information specified therein.

We/I confirm that we/I will notify OliveFX immediately of any changes to the information provided, including, but not limited to, any change in the controlling parties or beneficial ownership.

We/I confirm that we/I will not supply, show or make available or permit to be supplied, shown or made available any market data received from OliveFX to any third party in any manner. We/I will not use any data from the service to establish, maintain or provide, or assist in providing a market for trading in securities or other financial instruments which is not authorised by law.

We/I confirm that each of the persons whose names and specimen signatures appear in the **Authorised Persons List** (the '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 Application and any document creating, perfecting or relating to any mortgage, charge or encumbrance over the Company's or the SMSF's assets and to give any oral or written instructions to OliveFX with respect to the Account(s) including (but without limitation) instructions to effect or otherwise enter into transactions with or on behalf of the SMSF.

If relevant, we/I consent to OliveFX obtaining from a credit reporting agency a consumer and/or commercial credit report about us/me or the SMSF in connection with this Application Form.

I (customer), hereby declare, that I have been explicitly informed of my rights under the Privacy Act 1988 (Cth) and provide my explicit consent for Olive Financial Markets Pty Ltd to check my identity information against official record holders of such information.

We/I consent to OliveFX verifying the identity of individuals associated with the SMSF, such as the officeholders and beneficiaries. OliveFX may disclose personal information such as the names, dates of birth, and addresses or other information that has been provided to a credit reporting agency (CRA) or identity verification service to obtain an assessment of whether that personal information matches information held by them or other identity verification sources. We/I hereby give my full and informed consent to OliveFX on behalf of the SMSF to provide personal information to a credit reporting agency or identity verification service for the purposes of undertaking electronic identity verification.

We/I confirm we/I are/am aged 18 years or over and, we/I undertake to notify OliveFX if there is any change to us/me or the SMSF's status such that any one or more of the statements above becomes untrue.

## INDIVIDUAL TRUSTEE

Signature (Trustee 1): \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Trustee 2): \_\_\_\_\_ Date: \_\_\_\_\_

## COMPANY TRUSTEE

Signed for and on behalf of the Company in accordance with section 127 of the Corporations Act 2001:

Signature (Director): \_\_\_\_\_ Signature (Company Secretary): \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Director): \_\_\_\_\_ Signature (Company Secretary): \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 8: DEED OF GUARANTEE AND INDEMNITY IN FAVOUR OF OLIVE FINANCIAL MARKETS PTY LTD (FOR MARGIN FX CONTRACTS AND CFD TRADING ACCOUNT ONLY)

**\*Please complete if you intend to open an account for Margin FX Contracts and CFD Trading**

### 8.01 | GUARANTEE IN FAVOUR OF:

Olive Financial Markets Pty Ltd (ABN 46 145 551 739), a company incorporated in Australia, the registered address of which is Suite 1613, 87-89 Liverpool Street, Sydney NSW 2000 ('OliveFX').

### 8.02 | GUARANTEE FROM:

The person(s) named in Section 8.05 below of this Deed of Guarantee and Indemnity (the 'Guarantor(s)').

### 8.03 | BACKGROUND:

- (a) The Trustee(s) specified in Section 3 of this Application Form is the Trustee(s) of the SMSF identified and named in Section 4 of this Application Form.
- (b) The said SMSF is governed by the Trust Deed specified in Section 4 of this Application Form.
- (c) The Trustee(s) identified and named in Section 3 of this Application Form to this agreement (the 'Client') has opened an account with OliveFX ('Account') in order to trade Contracts and Products as defined in and pursuant to the terms and conditions of the OliveFX Client Agreement ('Client Agreement') on behalf of the said SMSF.
- (d) When the Client enters into such Contracts and Products it will incur liabilities and obligations to OliveFX pursuant to the terms of the Client Agreement.
- (e) OliveFX has agreed to allow the Client to open the Account on the condition that the Guarantor(s) agrees personally on his/her account to guarantee the due performance of the Client's obligations arising under the Client Agreement and the due payment of any amounts owed to OliveFX by the Client in accordance with the terms of this Deed.

The Guarantor(s) agrees as follows:

### 8.04 | GUARANTEE AND INDEMNITY:

1. I/we unconditionally and irrevocably guarantee the due and prompt payment of all monies and liabilities that become due and payable by the Client under the Client Agreement and the due and punctual performance and observance of all other obligations of the Client under the Client Agreement. If the Client fails, for any reason, to pay any amount guaranteed above when due, I/we shall, as principal obligor, pay that amount to OliveFX on receiving its first written demand and I/we further agree to indemnify OliveFX and keep indemnified OliveFX against all loss and damage incurred by OliveFX by reason of the failure of the Client to fulfil all its obligations under the Client Agreement.
2. A certificate in writing signed by OliveFX or on OliveFX' behalf stating the amount at any particular time due and payable by me/us hereunder shall be conclusive evidence of such payment obligation, save in the case of manifest error by OliveFX.
3. My/our liability under this Deed will only be discharged by the receipt by OliveFX of payment of monies owed under this Deed in full. It will not be discharged by any other action, omission or fact and therefore shall not be affected by:
  - 3.1. OliveFX giving time or any other indulgence or forbearance to the Client;
  - 3.2. the winding-up or re-organisation of the Client;
  - 3.3. the Client acting or purporting to act beyond the power conferred upon it by its Replaceable Rules, Constitution or Memorandum and Articles of Association (as applicable) or without the power or authority of its Board of Directors or otherwise by reason of any want of power to enter into any Contract for Difference with OliveFX; or
  - 3.4. any amendment from time to time to the Client Agreement according to its terms and tenor or to the Product Disclosure Statement.
4. Any receipt from any person other than me/us will reduce the outstanding balance only to the extent of the amount received.
5. Before enforcing this Deed OliveFX shall not be obliged to take any action or obtain any judgment, nor make or file any claim in the bankruptcy, dissolution or winding up of the Client.
6. I/we agree that in any litigation relating to this Deed, the aforesaid obligations or any security therefore, I/we shall waive the right to interpose any defence based upon any statute of limitations or any claim of laches or set-off or counter-claim of any nature.
7. I/we acknowledge that I/we have not relied on any warranty or representation (whether oral or otherwise) made by or on behalf of OliveFX to induce me/us to enter this Deed and that I/we have made and will continue to make, without reliance on OliveFX, my/our own independent investigation of the financial condition and affairs of the Client and assessment of the creditworthiness of the Client and further acknowledge that OliveFX has no present or future duty or responsibility to provide me/us with any information relating to the financial condition or affairs of the Client.
8. No failure or delay by OliveFX in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of waiver of any right or remedy produce its further exercise or the exercise of any other right or remedy.
9. I/we agree to provide OliveFX with such information and copies of such documents as are reasonably requested by OliveFX for the purposes of OliveFX determining whether to enter into, or to continue to rely on, this Deed including, without limitation, evidence showing the Guarantor does in fact have sufficient funds with which to guarantee the obligations of the Client under this Deed.
10. I/we acknowledge that where there is more than one Guarantor named in this Deed, my/our liability is joint and joint and several.

This Deed shall be construed and interpreted according to the laws of the State of New South Wales and the Courts of competent jurisdiction in the State of New South Wales will have exclusive jurisdiction to hear and determine any dispute arising out of the present Deed except that OliveFX also has the right to pursue its rights under this Deed in any other jurisdiction.

**PART 1 | THE GUARANTOR(S)**

**8.05 | THE GUARANTOR(S)**

**THIS DEED IS SIGNED BY THE GUARANTOR 1**

Name of Guarantor: \_\_\_\_\_

Address of Guarantor (not a PO Box): \_\_\_\_\_  
\_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Signature of Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

**WITNESS (IN THE PRESENCE OF):**

Name of Witness: \_\_\_\_\_

Address of Witness (not a PO Box): \_\_\_\_\_  
\_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS DEED IS SIGNED BY THE GUARANTOR 2**

Name of Guarantor: \_\_\_\_\_

Address of Guarantor (not a PO Box): \_\_\_\_\_  
\_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Signature of Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

**WITNESS (IN THE PRESENCE OF):**

Name of Witness: \_\_\_\_\_

Address of Witness (not a PO Box): \_\_\_\_\_  
\_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 9: AUTHORISED PERSONS LIST

Authorised Signatories for (Name of Company): \_\_\_\_\_

As at (Date): \_\_\_\_\_

NAME	DATE OF BIRTH (DD/MM/YYYY)	SIGNATURE

**Signature:** \_\_\_\_\_

**Name of Director 1:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name of Director 2/Company Secretary:** \_\_\_\_\_