



## **APPLICATION TO OPEN A TRUST ACCOUNT**

### **Name of Trust**

Print Name\*: \_\_\_\_\_ ABN: \_\_\_\_\_

### **Name of Trustee(s)**

Sole Trustee/ Trustee 1 (Print Name)\*: \_\_\_\_\_

Trustee 2 (Print Name): \_\_\_\_\_

### **Trust Deed**

Print Name of Parties and date\*: \_\_\_\_\_

### **Resolution of Trustee(s)**

The Trustee(s) having satisfied his/her/themselves that the Trustee(s) under the Trust Deed is/are permitted to do so, certify that:

1. Each of the Trustees has reviewed and considered the risks associated with the financial products offered;
2. Each of the Trustees approves the transactions contemplated by completion of this Account Application and agrees to be governed by the associated legal documents;
3. This Application Form has been properly executed by the applicant;
4. Each of the Trustees authorises one or more of the Trustees to sign any document in connection with the operation of the Account and to give any oral or written instruction in relation to the Account including, but not limited to, instructions to enter into transactions on behalf of the applicant;
5. There is no legal or other reason why the Trust should not conduct business in the financial products offered.

Trustee 1 (Print Name)\*: \_\_\_\_\_

Signature (Sole Trustee/Trustee 1\*): \_\_\_\_\_ Date: \_\_\_\_\_

Trustee 2 (Print Name): \_\_\_\_\_

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



### Trustee Contact Information

Contact Name\*: \_\_\_\_\_

Telephone Number\*: \_\_\_\_\_

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

### Identification of Sole Trustee/Trustee 1

We will verify a Trustee's identity before trading can occur on the account. To do this we will use a combination of electronic identification methods and documents where necessary.

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

Residential Address\*: \_\_\_\_\_

\_\_\_\_\_ Postcode\*: \_\_\_\_\_

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

Driving Licence: \_\_\_\_\_

Email address\*: \_\_\_\_\_

Contact Phone number\*: \_\_\_\_\_

### Identification of Trustee 2

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

Residential Address: \_\_\_\_\_

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

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

Driving Licence: \_\_\_\_\_

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

Contact Phone number: \_\_\_\_\_



### **Financial Details of Sole Trustee/Trustee 1**

Approximate Annual Income\*: \_\_\_\_\_

Approximate Value of Investments\*: \_\_\_\_\_

Source of Funds (Salary or Savings or both)\*: \_\_\_\_\_

### **Employment Details of Sole Trustee/Trustee 1**

Employment Status (Employed, Unemployed, Retired or Other)\*: \_\_\_\_\_

Name of Employer (if employed)\*: \_\_\_\_\_

### **Trading Platform**

Enter your desired username\*: \_\_\_\_\_

How did you hear about us?\*: \_\_\_\_\_

### **Supporting Documentation**

The following supporting documentation is required to accompany a completed Application Form in order for an Account to be processed:

- A copy of the Trust Deed
- A copy of a recent Trust bank statement (within the last 90 days)
- A signed and witnessed Corporate Guarantee and Indemnity declaration (as below)
- Trustee's identities will be verified electronically where possible but may require further documentation

### **Trustee as guarantor**

Full Name of guarantor\* \_\_\_\_\_

\*All fields marked with an asterisk (\*) are required



**Declarations \***

Please mark with a cross to acknowledge each declaration.

I understand the agreement I am entering into with TD 365. I confirm that I have read, understood and agree with the Client Agreement, the Financial Services Guide, and the Product Disclosure Statement.

I understand the nature and risks associated with trading CFDs. I confirm that I have read, understood and agree with the Risk Warning.

I acknowledge that it is an offence under the Anti-Money Laundering/Counter-Terrorism Financing Act 2006 to provide a false or misleading statement or document, to receive an account in a false name or to fail to disclose any other name I am known by.

I understand I am consenting to TD 365 using my name, address and date of birth to verify my identity electronically with a credit reporting agency, and obtaining an assessment of whether this matches information on my credit information file.

I consent that TD 365 may pay referring third parties compensation for introducing me as a client, based on my trading volume. The fee is taken out of the commission or spread charged by TD 365 and does not impact my trading costs.

I confirm that I am aged 18 years or over and that the information provided by me in this form is complete and correct.

Signature (Sole Trustee/Trustee 1)\_\_\_\_\_Date: \_\_\_\_\_

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



**Trustee Guarantee and Indemnity declaration \***

As the Guarantor of \_\_\_\_\_(Name of Trust) I agree:

1. To unconditionally and irrevocably guarantee the due and prompt payment of all monies and liabilities that become due and payable under the Client Agreement and the 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 shall, as principal guarantor, pay that amount to TD 365 on receiving its first written demand and I further agree to indemnify TD 365 and keep TD 365 indemnified against all loss and damage incurred by TD 365 by reason of the failure of the Client to fulfil any of its obligations under the Client Agreement.

2. That a certificate in writing signed by TD 365 stating the amount at any particular time due and payable by me hereunder shall be conclusive evidence of such payment obligation.

3. That my liability under this declaration will only be discharged once TD 365 has received payment of all monies owed under this declaration in full. It will not be discharged by any other action, omission or fact and therefore shall not be affected by events such as, but not limited to, TD 365 giving time or any other indulgence to the Client, the winding-up or re-organisation of the Client, any amendment from time to time to the Client Agreement, the Client acting or purporting to act beyond the power conferred upon it by its constitution or Memorandum or without the authority of its Board of Directors or otherwise.

4. That in any litigation relating to this declaration, I shall waive the right to interpose any defence based upon any statute of limitations or any claim of set-off or counter-claim of any nature.

5. That I have not relied on any warranty or representation (whether oral or otherwise) made by or on behalf of TD 365 to induce me to enter this declaration and that I have made and will continue to make, without reliance on TD 365, my own independent investigation of the financial condition and affairs of the Client and assessment of the creditworthiness of the Client and further acknowledge that TD 365 has no present or future duty or responsibility to provide me with any information relating to the financial condition or affairs of the Client.

6. To provide TD 365 with such information and copies of such documents as are reasonably requested by TD 365 for the purposes of TD 365 determining whether to enter into, or to continue to rely on, this declaration including, without limitation, evidence showing that I have sufficient funds with which to guarantee the obligations of the Client.

Signature (Guarantor)\_\_\_\_\_Date:\_\_\_\_\_

In the presence of (Printed Name of Witness)\_\_\_\_\_

Signature (Witness)\_\_\_\_\_Date:\_\_\_\_\_



Once completed, please scan and email your completed documents to:

Support@TradeDirect365.com.au

Any further questions free-call support on: 1800 886 514

Please ensure you have also attached the following:

- A copy of the Trust Deed



- A copy of a recent Trust bank statement (within the last 90 days)



- A signed and witnessed Corporate Guarantee and Indemnity declaration

