

Company Name \_\_\_\_\_ // Trade Name, if different \_\_\_\_\_ Company Registration Number ACN, or ABN \_\_\_\_\_

Street Address (Not a Postal Box) \_\_\_\_\_ City, State, Postcode \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Primary Business Activity (please be specific) \_\_\_\_\_ Company Website \_\_\_\_\_

This application is primarily to  PURCHASE foreign currency  RECEIVE foreign currency  Both

Expected amount needed, per month (in AUD)  Under \$10,000  \$10,000 - \$50,000  \$50,000 - \$100,000  Up to \$250,000  Up to \$500,000  \$500,000 - \$1 M  \$1 M - \$5 M  Over \$5 M

Approximate number of separate payments, per month  Less than 5  6 - 15  16 - 30  30 - 50  Greater than 50

What goods or services does the Applicant purchase with foreign currency: \_\_\_\_\_

What goods or services does Applicant provide for foreign currency received: \_\_\_\_\_

List the primary countries (up to 5) you do business with: \_\_\_\_\_

List the primary currencies (up to 5) you would like AFEX to exchange for you: \_\_\_\_\_

Applicant  expects  does not expect to use:  Forward Contracts  Standing Orders

Indicate how you heard about AFEX: \_\_\_\_\_

**LIST OF BENEFICIAL OWNERS (20% or more) & AUTHORISED PARTIES** (If a subsidiary, include information of the parent company separately)

Name	Address (required for beneficial owners)	Company Title	% of Ownership

Name of Primary Contact / Trader \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ Mobile \_\_\_\_\_ E-mail address \_\_\_\_\_

Additional Authorized Trader \_\_\_\_\_ Phone \_\_\_\_\_ Additional Authorized Trader \_\_\_\_\_ Phone \_\_\_\_\_

This business is a  Private Corporation (Pty Ltd)  Public Corporation (Ltd)  Sole Trader  Partnership  Trust  Other \_\_\_\_\_  
 Has this business, or any authorized party above, officer, director, or owner of the business, ever been convicted of, or is in the process of a prosecution for any felony under local, state, or Commonwealth Law of Australia or another country?  Yes  No If yes, please separately attach an explanation.

Notwithstanding that AFEX will rely on the accuracy of the information disclosed in this Application, I understand that AFEX may also make its own inquiries and I hereby authorise AFEX to contact references, to obtain credit histories and any other personal details necessary to evaluate the Applicant's business history and information. All orders and transactions agreed upon by applicant and AFEX, either verbally or in writing by the Applicant and AFEX, shall constitute a legally binding contract between the Parties. By signing and returning this Application the undersigned, on behalf of the applicant, certifies (1) that s/he has authority to bind the Applicant and (2) the accuracy and completeness of all statements contained in the Application and any supporting documents and (3) the authority to conduct foreign currency transactions on behalf of the Applicant.

By signing below, I agree to the paragraph above and to the attached Terms and Conditions, which I have read and hereby accept.

Signed Director: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Return this form to your Account Executive

Account Executive \_\_\_\_\_ Fax # \_\_\_\_\_ Submitting Account Executive Signature \_\_\_\_\_ Date Completed \_\_\_\_\_

## **AFEX Foreign Currency Transaction Agreement**

### **1. Definitions**

**AFEX:** Associated Foreign Exchange Pty Limited (ACN: 119 392 586)

**Agreement:** This agreement entered into by the Parties in accordance with the terms and conditions set out below together with of the details of any Confirmation and the Privacy Authorisation.

**Applicant:** The party entering into this Agreement with AFEX.

**Business Day:** A day on which banks are open for general banking business in all jurisdictions involved in an Order, including the jurisdiction of each of the currencies involved in an Order.

**Client:** The Applicant once this Agreement has been entered into with AFEX.

**Confirmation:** The confirmation sent by AFEX to the Client specifying details of a particular Order.

**Interest:** The unpaid amount due, multiplied by the prime rate as periodically announced by the Reserve Bank of Australia, plus 2%, divided by three hundred and sixty five.

**Order:** AFEX agrees to purchase or sell foreign currency and provide payment instruments for the Client based on a binding oral agreement, facsimile instructions, email instructions, or any other mutually agreeable means by which trades are communicated between the Client and AFEX.

**Parties:** AFEX and the Client.

### **2. Foreign Currency Transactions**

Once an Order has been agreed to, at the Client's request, AFEX agrees to issue a payment instruction in the form of a draft or electronic funds transmission (EFT) to the beneficiary designated by the Client upon receipt of all payment instructions and subject to payment terms specified in paragraph 3 below (Payment Terms).

### **3. Payment Terms**

Payment is due from the Client immediately on the purchase by AFEX of foreign funds, unless otherwise agreed. Electronic funds transfers will be initiated by AFEX only upon receipt of verified payment funds from the Client.

If the Client fails to make immediate payment for the transaction, AFEX will take steps or initiate any proceedings necessary to recover the balance due. Such steps are at the sole discretion of AFEX, and the Client agrees to indemnify and hold AFEX harmless from any and all liability, claims, damages, and costs, including all reasonable legal fees incurred by AFEX resulting from the Client's failure to pay. The Client agrees that AFEX may recover interest upon any unpaid amounts compounded daily.

In the event of default in payment by the Client, AFEX may satisfy any liability which may arise, from any collateral which it holds for the Client, or other obligation it has to the Client, without prior notice to the Client. In the event such collateral is insufficient, the Client will remain liable to AFEX and will promptly pay on demand the amount of any loss or expense sustained by AFEX.

### **4. Instructions for transactions**

Instructions may be given to AFEX by fax or email. However, the Client expressly agrees that such fax or email instructions are provided at the Client's own risk and the Client agrees to fully indemnify AFEX and its affiliates, directors, officers, employees, agents and owners, individually and collectively, against any losses incurred as a result of AFEX's acceptance of instructions sent by fax or email, whether the instruction are from the Client or purporting to be from the Client and which AFEX in good faith honestly believed came from the Client.

### **5. Costs**

The Client will be charged transfer fees or other reasonable costs that AFEX incurs in the course of the currency transaction. All charge(s) incurred in the course of the transaction will be deducted from any monies AFEX transfers or holds for the Client should the Client fail to make payment.

### **6. General Terms and Conditions**

It is understood that if AFEX approves this Business Account Application and subsequently establishes an account for the Client, AFEX will rely on the accuracy of the information disclosed in this Business Account Application.

In consideration of AFEX's establishment of an account with the Client, it is further agreed the Client is responsible for all transactions conducted on the account. All orders and/or transactions agreed upon either verbally or in writing by the Client and AFEX shall constitute a legally binding contract between the Parties. By signing and returning this Business Account Application the Client certifies that the accuracy and completeness of all statements contained in the Business Account Application and any supporting documentation.

The Client agrees to reimburse AFEX for any charges, costs, or fees, including legal fees, incurred in the event that any dispute arises under this Agreement, or any Order and/or transactions conducted pursuant thereto, including but not limited to costs of collection, insufficient funds, returned check charges, or any other cost incurred in the pursuit or resolution of the matter.

Under penalties of perjury, the Client certifies the number shown on this form is the correct taxpayer identification number.

The Client authorizes AFEX to make inquiries that AFEX may deem necessary or appropriate, including, without limitation, inquiries into the Client's credit history, in order to determine suitability for a business relationship without causing liability to AFEX and/or AFEX's related companies whatever may arise there from.

AFEX's failure to exercise any of its right under this Agreement shall not be deemed a waiver of such rights or remedies at a later time.

If a provision of this Agreement is held to be unenforceable, the remainder of the provisions shall remain in effect and shall be binding upon the Parties.

This agreement is governed by the laws of Australia and the Parties agree to be subject to the exclusive jurisdiction of the courts of Australia with respect to any disputes arising out of this Agreement. Nothing in this Agreement shall limit the right of AFEX in its absolute discretion to bring proceedings in relation to any dispute or claim arising out of or in connection with this Agreement in the courts of any other jurisdiction.

AFEX reserves the right, in its sole discretion, to change, amend, or otherwise modify the terms and conditions of this Agreement from time to time, upon written notice to the Client. Any changes, amendments, or modifications so conveyed to the Client shall be effective from the date of notice. The terms and conditions of this Agreement together with the provisions of any Confirmation shall constitute the whole and complete Agreement

between parties. This Agreement is not assignable by the Client and it is binding upon the successors, heirs and assigns of the Parties. Any person who is not a Party to this Agreement shall have no rights to enforce any terms of this Agreement.

An Order once placed, cannot be cancelled by the Client. If the Client wished to make any amendments to the Order, AFEX will use its best and reasonable efforts to accommodate the Client's needs. The Client acknowledges and agrees that the Client's Order can be refused and/or cancelled at anytime, for any reason, at AFEX's sole discretion. If the Client is in breach of this Agreement and does not rectify the breach within a reasonable time as determined in AFEX's sole discretion, AFEX may terminate the Client's Order(s). The Client will be liable for any losses that AFEX incurs. Should any Order be canceled before being processed, AFEX shall not be liable for any fees, charges or otherwise that the Client's card issuer or bank may impose before monies and released back to the Client.

**7. Limitation of Liability**

If AFEX is prevented (directly or indirectly) by law from carrying out any of its obligations under this Agreement, AFEX shall not be held liable. AFEX disclaims any liability for damages, including, but not limited to, direct, indirect, special, incidental or consequential damages for lost profits or expenses arising in connection with any transaction entered into with the Client pursuant to this Agreement or any Confirmation.

**8. Representations and Warranties**

The Client represents and warrants that it:

- (a) Is acting as a principal and has legal title to all funds used in connection with the transactions governed by this Agreement;
- (b) Has entered into this Agreement for commercial purposes connected with the Client's business and not for the purpose of investment or speculation, has the corporate authority to enter into this Agreement and that the person signing this Agreement is authorized to do so on its behalf;
- (c) Intends to take delivery of the funds according to the delivery instructions provided by the Client;
- (d) Has sufficient authority to enter into this Agreement.

**9. Force Majeure**

In the event that AFEX is unable to purchase or sell funds to satisfy an Order due to circumstances beyond AFEX's control, including but not limited to government acts, wars, strikes, riots, other civil disturbances, legal process or mechanical failure, the Client agrees that AFEX shall not be liable to the Client for any direct, indirect, special, incidental or consequential damages including loss of profits or expenses arising in connection with the Order made by the Client pursuant to this Agreement.

**10. Indemnity**

The Client hereby undertakes to comply strictly with this Agreement and to indemnify AFEX in respect of any loss, costs or damages which may arise as a consequence of the Client's non-compliance with this Agreement.

**11. Compliance with Anti-Money Laundering**

The Client undertakes that it will observe all Anti-Money Laundering laws. The Client warrants that the information provided in the Application and the Order is accurate and that the transfer of said funds will not constitute a breach of any laws, including the Anti Money Laundering and Counter Terrorism Financing Bill 2006 or the Proceeds of Crime Act 2002. If the Client is in breach of such laws or regulations the Client irrevocably agrees that AFEX may retain any monies or funds transmitted to it pursuant to these terms and conditions and/or not fulfill any Order if AFEX is required to do so by any legal or regulatory authority and such monies shall not bear interest against AFEX.

## PRIVACY ACT 1988 (Commonwealth) AUTHORISATION

In compliance with the Privacy Act 1988 (C'th), the parties to this finance application must complete and return to the below named credit provider or its agent(s) for the purposes of the Privacy Act (C'th).

**Name of Credit Provider: Associated Foreign Exchange Australia Pty Limited ("AFEX"), ABN 85 119 392 586**

### A. Acknowledgment of and consent to disclosure of information to a Credit Reporting Agency ("CRA")

I. I/We (being the Credit Applicant) hereby acknowledge and consent that AFEX may provide to a CRA at any time personal information provided by me to AFEX with this application for finance. My/our consent extends to include, but is not limited to:

- Such permitted particulars about me/us which allows me/us to be identified as a person(s) who.
- Have/has failed to pay moneys or make payments which have become due for payment by me/us and are more than 60 days in arrears or overdue and for which any collection action has been commenced by any person including AFEX against me/us.
- Drawn cheques which have been dishonoured more than once.
- In the opinion of AFEX have/has a serious credit infringement.

### B. Agreement for the Credit Provider and/or AFEX to perform certain permitted actions concerning an Application for Finance

- I/We agree with and consent that if AFEX consider it relevant in assessing my/our application for personal or commercial credit, or as guarantor of credit, AFEX may obtain a credit report containing personal credit information about me/us on my/our commercial credit worthiness from a CRA.
- I/We agree and consent that, if it is considered relevant to collecting my/our overdue commercial credit payments, AFEX may receive a credit report concerning me/us from a CRA.

• I/We agree and consent that AFEX may give, seek and receive from any other credit providers named in my/our accompanying finance application and any other credit providers that may be named in personal or commercial credit reports issued by a CRA concerning me/us information about my/our personal or commercial credit arrangements: I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history and credit capacity that other credit providers are allowed to give or receive from each other as permitted under the Privacy Act.

• I/We agree that AFEX may give, seek and receive from the introducer/broker personal and/or commercial information about me in connection with this Application, the processing and acceptance and the on-going management of the facility.

### National Privacy Principles

I/we also acknowledge and consent for all the purposes of the National Privacy Principles set forth in Division 2, Section 14 of the Privacy Act 1988 (C'th) that the credit/commercial credit applied for by me/us may be provided by another credit provider. I/we acknowledge and permit that in such cases, AFEX may disclose my/our personal information to such other credit provider for the purposes of assessing my/our application. I/we acknowledge and permit that such credit provider may also disclose my/our personal information to its related entities for prudential and administrative purposes. I/we acknowledge and permit that if we fail to provide sufficient personal information, my/our application may not be able to proceed. I/we acknowledge that I/we may access my/our personal information by contacting 1800 701 488.

**This authority and all permits and consents are restricted to this facility**

### Consumer Credit Code

**For the purposes of the Consumer Credit Code adopted by all the states and territories of Australia I/we hereby declare that we are not consumers within the meaning of that Code and that this application for credit is made in respect of business related activities.**

### Declaration of Truth

I/We declare that the information given on this form is true & correct in every way and is not misleading or deceptive nor is likely to mislead or deceive AFEX or any other person. I/We am/are not undischarged bankrupt(s), and there are no unsatisfied judgments against me/us, I/we are not insolvent, I/we have not entered into any arrangements under the Bankruptcy Act 1966 or if a company under the Corporations Act 2001 with any of our creditors or had an administrator, trustee or receiver appointed to any of our assets.

### Permission to Contact Accountant

I/We also hereby give permission to AFEX to contact my/our accountant as named in the application and I permit my accountant to give AFEX such information about my financial affairs as AFEX may reasonable request.

Director: . Title: .

Printed Name: . Date: .