

CMC Markets Cash Account

The Product Schedule and the Cash Account Terms and Conditions comprise the Bank's Product Disclosure Statement (PDS) for the Cash Account. You should read the PDS carefully and retain it for future reference.

Product Schedule

1. ABOUT THE CASH ACCOUNT

This account earns a competitive rate of credit interest and is operated on your behalf by your Broker to facilitate the provision of securities trading and/or investment portfolio management services, or like services.

This account is used to assist your Broker in achieving its objectives, which include maximising the benefits and striving for operational efficiency, in providing their services to you.

2. FEES AND CHARGES

The following fees and charges may become payable in relation to the account:

Statements: Additional statements printed with the original - \$4 per statement (includes faxes); Copy of a previously issued statement - \$7.50 per statement; A fax of a previously issued statement - \$4 per statement.

Search for transaction record: When you wish to confirm a transaction you may request a copy of the transaction record document or voucher. Fees may be charged on the following scale: One voucher requested - \$12; More than one voucher requested - \$8 per voucher.

Audit request: Audit Request Fee - \$35 per request.

3. INTEREST

Credit Interest: Interest on your account is calculated daily based on the closing balance of your account and is credited monthly in arrears. The credit interest rate tiers are as follows:

Amount From	Amount To	Interest Rate (p.a.)
\$0.00	\$9,999	1.30%
\$10,000	\$19,999	1.35%
\$20,000	\$49,999	1.45%
\$50,000	\$199,999	3.35%
\$200,000	\$499,999	4.00%
\$500,000	And over	4.25%

Debit Interest: The account must not be overdrawn, however if the account does fall into overdraft, then debit interest will apply to the overdrawn balance. Debit interest will be charged at the prevailing excess rate, currently 18.56%p.a. Information on current interest rates is available on request.

4. COMMISSION

The Bank pays your Broker commission on your Cash Account. The amount of commission payable to your Broker will vary according to the daily closing balance of your account but will not exceed 5.00% of the funds invested. The commission is reflected in the credit interest rates payable. In addition a commission (i.e. volume bonus), subject to various tiers, of up to 1.00% of the total daily closing balances of all accounts referred by your Broker may be payable.

5. FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme under the Banking Act 1959 applies to this deposit account. The Financial Claims scheme is free and automatically covers the total aggregated balance of all your deposit accounts (including your separate equal share in any joint deposit account) with an Authorised Deposit Institution ("Bank") up to and including \$1m.

The Government has recently announced that a new cap of \$250,000 will apply from 1 February 2012. Information about the Financial Claims Scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.

6. ENQUIRIES

Broker Name: CMC Markets Stockbroking Limited, ABN 69 081 002 851

Broker Street Address: Level 44 Governor Phillip Tower, 1 Farrer Place Sydney NSW 2000

Broker Postal Address: PO Box 5351, Sydney NSW 2001

Broker Contact Details: Ph: 1300 136 323

Fax: (02) 9221 9365

Website: www.cmcmarkets.com.au

Cash Account Terms and Conditions

1. Definitions

The following expressions have the following meanings:

Account Information means information relating to accounts which we have agreed to make available to Authorised Operators from time to time.

Authorised Operator means the Broker, and any other officer or employee of the Broker, authorised and nominated in writing to us by the Broker, to have access to and operate the account.

Broker means the stockbroker you have authorised to open and operate your account on your behalf.

Business day means a week day including local public holidays but excluding holidays observed on a national basis.

Product Schedule means the Product Schedule relevant to the Cash Account selected by you and nominated in the Cash Account opening instructions.

we or **us** means Bank of Western Australia Ltd ABN 22 050 494 454 and its successors and assigns.

You means the account holder nominated in the Cash Account opening instructions delivered by the Broker to us and, if more than one person comprises the account holder, means each of them separately and all of them jointly.

2. Your Agreement

When you open a Cash Account with us, your agreement with us in relation to your account comprises:

- these Terms and Conditions; and
- the Product Schedule

You should read the Cash Account Terms and Conditions and the Product Schedule carefully. If there is any inconsistency between these Terms and Conditions and the Product Schedule, the Product Schedule prevails.

3. Code of Banking Practice

The Code of Banking Practice applies to your Cash Account.

General descriptive information about our banking services is set out in our booklet, **Banking Services Rights and Obligations**. It includes, in particular, information about account opening procedures, our obligations regarding the confidentiality of your information, our complaint handling procedures, bank cheques, and on the advisability of both you reading the terms and conditions applying to relevant banking services and telling us when you are in financial difficulty.

You can obtain a copy of the Banking Services Rights and Obligations brochure through your Broker or on request at any of the Bank's branches, by visiting bankwest.com.au or by asking for a copy in writing or by calling us on 13 17 18.

4. Anti-money Laundering and Counter-Terrorism Financing Act (2006)

When you open an account you and each signatory to the account will be asked for proof of identity. Government legislation requires BankWest to identify you before you open a new account or become a signatory to a new or existing account. Information about our identification requirements is set out in our booklet, Banking Services Rights and Obligations.

5. Deposits and Withdrawals

We will not accept deposits nor allow withdrawals of cash or currency in connection with your account.

Deposits can only be made to the account electronically by you or your Broker by direct electronic credit. Withdrawals can only be made electronically by your Broker (including on closure of the account).

6. Credit Interest

The Product Schedule will state whether credit interest is payable in respect of your account and, if so, the applicable interest rate. The interest will be credited directly to your Cash Account.

Interest to which you are entitled will be calculated daily by multiplying the amount of the end of day credit balance of your account by the interest rate and dividing the result by the number of days in the year.

Interest will be paid with the frequency stated in the Product Schedule and on closure of your account.

If you do not lodge your Tax File Number (TFN), your ABN (if you have one), or an appropriate exemption with us, by law we must deduct withholding tax at the highest marginal tax rate plus the Medicare Levy from the interest payable to you. If you are not an Australian resident for tax purposes, we are required by law to deduct non-resident withholding tax from the interest payable to you.

7. Overdrawn Accounts

An overdraft facility is not available with your account.

If the account becomes overdrawn, debit interest will be charged to the account. We calculate debit interest daily by multiplying the overdrawn balance of your account by the debit interest rate stated in the Product Schedule and by dividing the result by the number of days in the year. Debit interest is calculated up to the second-last business day of the month and will be debited to your account on the last business day of the month.

8. Statements of Account

We will provide a statement of your account at least every six months if there has been a transaction during that period. Your Broker may have a special agreement in place to issue statements more frequently. You may request more frequent statements.

You must check your statements and advise your Broker of any errors or omissions.

If you request extra copies of your statement when it issues or a copy of a statement previously issued, we may charge you a fee.

You may order a statement at any time by contacting your Broker.

9. Changes to Terms and Conditions

We may at any time change the terms and conditions applying to your account. We will always let you know if, for any reason, the terms and conditions of your account change as set out in this clause.

If we introduce or increase a fee or charge or change the method of calculating or paying interest, we will give you notice of the change at least 30 days before the change takes effect, by advertisement in the national or local media or by writing to you or the Broker.

If we make any other change we will give you notice of the change no later than the day on which it takes effect. We will either advertise the change in the national or local media or write to you or the Broker.

For the purposes of this clause, reference to a "fee or charge" does not include fees or charges payable under a law of the Commonwealth or of a State or Territory.

10. Joint Accounts

If your account is in more than one name, the following applies:

- (a) Each of you must fully comply with the terms and conditions applying to the account as if the account were in one name alone.
- (b) Instructions in respect of the account may only be given in accordance with the election made to your Broker and advised to us in the Cash Account opening instructions.
- (c) Should one of you die, we will treat the survivor(s) as the account holder(s) unless you have specified otherwise.
- (d) We can send notices, statements and other documents by mailing them to any of you and they will be taken to have been given to all of you.

11. Trust Accounts

If you open the account as a trustee, you represent and warrant that you have the necessary power and authority to open and operate the account, that you are the sole trustee of the trust, that no action has been taken to remove or replace you as trustee of the trust and that you have an unrestricted right to be fully indemnified out of trust assets in respect of any liability that you may incur as trustee.

12. Changes in your Particulars

You must inform your Broker immediately of a change in your name or address and ensure that the Broker informs us.

We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.

13. Service of Notices

Where, by these terms and conditions, we have agreed to write to you or send you a notice or statement, or should we otherwise seek to communicate with you, the communication may be sent to you by mail addressed to you at your last known address or business address as the case may be. For joint account holders, see clause 10(d).

If you agree to us doing so, we may provide such communications to you by:

- electronic communication to your nominated electronic address; or
- making the information available on our website after first notifying you by electronic communication to your electronic address that the information is available for retrieval by you.

Should you agree, you may at any time by notice to us terminate your agreement to receive information by electronic communication or change your electronic address.

14. Closing the Account

We may close the account for any reason at any time. We will notify your Broker in writing should we do so. The account may be closed at any time by written notice to us from you or your Broker. You may request your Broker to close the account but the account will not be closed until we receive notice of the closure request.

If the account has a credit balance at the time that it is closed, that balance will be paid electronically to your Broker. However to the extent that that balance comprises any funds which have not been cleared, the funds will be unavailable to you until they are cleared.

If the account has a debit balance at the time it is closed that balance including any debit interest or outstanding fees will be due and payable by you to us upon demand.

Upon the closure of the account, all liabilities owing to us in relation to the account will become immediately due and payable and these Terms and Conditions will continue in full force and effect until those liabilities have been discharged in full.

15. Fees and Charges

You must pay us the fees and charges that are or become payable in connection with the account in the amounts and at the times set out in the Product Schedule or in these Terms and Conditions and you authorise us to debit them to the account.

If we incur any government tax, duty or other charge imposed by law in respect of the account or its operation, you must pay us an amount equal to the charge calculated in accordance with the methods prescribed from time to time by the relevant legislation. You authorise us to debit any such amount to the account.

Current information on fees and charges in respect of services which you may seek in relation to the account (for example, a copy of a statement) is available by contacting your Broker.

16. Authorised Operators

You authorise Authorised Operators to do all or any of the following acts and things in respect of your account:

- open and operate the account;
- close the account;
- deposit to and withdraw from your account; and
- act fully and effectively with BankWest in all dealings, matters and transactions connected with your account

You remain responsible for all transactions made by an Authorised Operator until we are notified in writing that their authority is cancelled.

Each Authorised Operator is authorised to access the Account Information and to effect transactions without the need for prior notice to you. For such purpose you hereby appoint each Authorised Operator as your duly authorised attorney with the power to sign all instruments, to authorise and give effect to transactions, and to access Account Information at the discretion of the Authorised Operator, and you ratify and agree to ratify all that an Authorised Operator may do pursuant to the authority conferred by this clause.

We may rely on an instruction or authority given or purported to be given by an Authorised Operator without having to verify the authority of the Authorised Operator to act on your behalf. We and our officers, employees and agents are released from all claims, actions, liabilities and demands whatsoever of you or any person claiming in right or title of you, arising in respect of or incidental to the operation or purported operation of the Accounts, including any transactions or the accessing of any Account Information.

We are not responsible for monitoring operations, transactions, or the provision of access to any Account Information, and to the extent permitted by law we expressly disclaim any liability in connection with the operation of or access to the Accounts by the Authorised Operators.

Instructions in relation to an Account or any transaction on an Account must be sent to us by an Authorised Operators in the manner and form specified by us from time to time, and will be effective only when received by us.

17. Procedures for Handling Complaints

If you wish to make a complaint in relation to your account you can do so in the following ways:

- verbally or in writing at any one of our Customer Service Centres;
- by calling our toll free number – Freecall 1800 650 111;
- by completing our feedback form (available from Customer Service Centres and through our Customer Help Centre); or
- by visiting bankwest.com.au and completing the electronic feedback form.

Our staff will do everything they can to rectify your problem immediately. We strive, wherever possible, to resolve your complaint within 5 working days.

If you are still not satisfied, you can ask our Customer Relations Department to review the matter. Contact them by writing to:

**Manager Customer Relations,
GPO Box E237, Perth WA 6841
or phone or fax to:
Telephone Freecall 1800 650 111, or
Fax: 1300 259 233.**

You will be advised of the details (including the timeframes) of our internal dispute resolution process and an officer with the appropriate authority to resolve the dispute will investigate your complaint thoroughly. We will do our best to resolve any complaint promptly and to your satisfaction.

In the unlikely event that the matter cannot be resolved directly with BankWest, you can seek assistance from the Financial Ombudsman Service Ltd ("**FOS**"). The FOS provides an independent dispute resolution service and is approved by the Australian Securities and Investments Commission ("**ASIC**") as an external dispute resolution scheme.

A brochure outlining the FOS scheme is available from all our Customer Service Centres or by phoning our Customer Help Centre on 13 17 18.

The FOS's contact details are as follows:

**Financial Ombudsman Service Ltd
GPO Box 3, Melbourne VIC 3001
Telephone: 1300 780 808,
Facsimile: (03) 9613 6399,
Website: www.fos.org.au**