

ESTATE SALE form

Estate Details

Estate of the Late _____

Care of
(Solicitor / Executor) _____

Residential Address
(PO Box not allowed)

Suburb/Town _____ State _____ Postcode _____

Postal Address
 Same as above

Suburb/Town _____ State _____ Postcode _____

Contact Numbers

Work _____ Home _____

Mobile _____ Fax _____

Email Address _____

Date of Birth
(Executor only) / /

To comply with the ASIC Market Integrity Rules the first email address must be that of the account holder.

If there is more than one Executor, please provide their details on a separate sheet.

Authorisation

Authorise Stock Details I/We authorise CMC Markets Stockbroking to sell at market price:

Stock Name	Quantity	Shareholder Reference Number

Signature(s) of Executor(s)

By signing below you acknowledge that you have read the CMC Markets Stockbroking Financial Services Guide detailing our fees and charges, and agree to be bound by Part A and any other relevant parts of the CMC Markets Stockbroking Terms and Conditions.

_____ Date / / 20

_____ Date / / 20

_____ Date / / 20

_____ Date / / 20

Checklist Before sending this form back to us, please make sure you include the following:

Estate Sale Form Certified Copy of Probate ID of Executors Copy of holding or dividend statement(s)

Identification (of Executors)

See overleaf.

Electronic verification check

We are required to verify your identity. We may be able to verify your identity by conducting an electronic verification check. If you do not wish us to conduct an electronic verification check, please notify us when you submit this form.

Driver's licence number
Executor 1

Driver's licence number
Executor 2

Providing your driver's licence number will help us to conduct your electronic verification check. We will not use your driver's licence number for any other purpose than to conduct your electronic verification check.

Non-electronic verification check

If we notify you that your electronic verification check was unsuccessful, or you do not wish us to conduct an electronic verification check, you'll need to provide us with certified copies of original identification verifying your full name, your current residential address and your date of birth. In either case, all the documents you'll need to provide are listed below. You can also go to cmcmarkets.com.au, click 'Open an account' and view 'ID requirements'.

Your application must be accompanied by a certified (true) copy of **EITHER** one document from Section A, **OR** one document from Section B and one from Section C, **for each applicant**.

Section A (PROVIDE ONE OF THE FOLLOWING)

- driver's licence (front and back) – MUST be current
- proof of age card issued by the RTA – MUST be current

OR

Section B (PROVIDE ONE OF THE FOLLOWING)

- passport – current or expired within the past TWO years
- birth certificate or birth extract issued by a State or Territory
- citizenship certificate issued by the Commonwealth
- pension card issued by Centrelink (front and back)

and

Section C (PROVIDE ONE OF THE FOLLOWING)

A recent utility bill, financial statement or council rate notice – issued within the last six months – showing your name and residential address. This can include one of the following:

- a financial statement (savings, credit, mortgage) issued by an Approved Deposit-taking Institution (ADI) in Australia. To obtain a full list of ADIs in Australia, visit www.apra.gov.au/adi/ADIList.cfm. Please note that an electronic statement issued by any institution (including ADIs) may be accepted at CMC Markets' discretion

- gas, electricity, water, home phone, internet (dial-up, broadband), mobile phone bill, Foxtel bill
- a council rates notice
- a notice or assessment issued by the RTA or a government body
- a lease agreement, contract for sale of a property or rental bond lodgement document
- home and/or contents insurance policy statement

Certifying your documents

In order for your certification to be accepted, it must be signed and the certifier is to state that the document is a certified copy of an original. They must provide their name, address, phone number, and in what category of certifier they fall. We cannot accept a fax of a certified copy. For copies of your documents to be considered certified, they must be signed by any one of the following:

1. a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described)
2. a judge of a court
3. a magistrate
4. a chief executive officer of a Commonwealth court
5. a registrar or deputy registrar of a court
6. a Justice of the Peace
7. a notary public (for the purposes of the *Statutory Declaration Regulations 1993*)
8. a police officer
9. an agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
10. a permanent employee of the Australian Postal Corporation with two or more years of continuous service who is employed in an office supplying postal services to the public
11. an Australian consular officer or an Australian diplomatic officer (within the meaning of the *Consular Fees Act 1955*)
12. an officer with two or more continuous years of service with one or more financial institutions (for the purposes of the *Statutory Declaration Regulations 1993*)
13. a finance company officer with two or more continuous years of service with one or more finance companies (for the purposes of the *Statutory Declaration Regulations 1993*)
14. an officer with, or authorised representative of, a holder of an Australian financial services licence, having two or more continuous years of service with one or more licensees
15. a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with two or more years of continuous membership.

If you need help to meet these ID requirements, call our Client Services Team on **1300 360 071**.

Terms & Conditions - Estate Sale

By completing the front of this form (Form) and sending it to CMC Markets Stockbroking Limited (we or us), you agree to the terms and conditions set out below.

- (Instructions and rules) You instruct us to sell as your broker the financial products described in the Form in accordance with the instructions described in the Form. Any sale of financial products by us is subject to the Corporations Act and the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of Australian Securities Exchange (ASX), ASX Clear Pty Ltd (ASX Clear) and ASX Settlement Pty Ltd (ASX Settlement) (together the Rules).
- (Acceptance and execution of instructions) We are not bound to accept your instructions but, if we do, we will use our reasonable endeavours to execute them. We will not be responsible for delays or errors in the transmission or execution of your instructions (except to the extent that responsibility can not be excluded by law). We are not obliged to resubmit orders purged from any trading facility operated by ASX.
- (Crossings) If the sale transaction is effected as a crossing transaction under the rules of ASX, you consent to us charging you, and any client we may act for on the other side of the transaction, commission.
- (Confirmations) If you have specified an email address in the Form, you authorise us to send any transaction confirmation to you to that email address. You acknowledge that any confirmation is subject to the Rules and the correction of errors and omissions. We may, at any time, reissue a confirmation in order to correct any errors or omissions.
- (Our power to cancel a transaction) We may request or agree to, and effect, the cancellation of, your order or any sale transaction without your consent in any of the following circumstances:
(a) where we consider the cancellation appropriate, having regard to the desirability of maintaining a fair and orderly market;
(b) where ASX, ASX Clear or ASX Settlement requests or directs that the transaction be cancelled;
(c) where the Rules require or contemplate that the transaction will be cancelled; and
(d) where the financial products have been subject to a trading halt and you have not reconfirmed instructions. Your obligations in relation to the settlement of a transaction which is cancelled cease to apply in respect of that cancelled transaction from the time it is cancelled (whether or not we have given you a confirmation in respect of the affected transaction.)
- (ASX's power to cancel a transaction) You acknowledge that ASX has a range of powers under its rules including the power to cancel or amend a transaction. You agree not to make, and release us from any right you may have to make, any claim against us for any loss incurred or suffered by you which may arise in connection with the exercise by ASX of those powers (whether or not we have given you a confirmation in respect of any affected transaction).
- (Settlement) You must provide all documents and security holder information (including your HIN or personal identification number and, if applicable, shareholder reference number) to us in deliverable form to enable us to settle the transaction on time. You will only be entitled to payment following settlement of the transaction. We are entitled to deduct our commission (and any amounts you owe under clause 8) from the proceeds of the transaction before remitting the balance to you in accordance with your instructions on the Form. The amount of commission we charge for the transaction is set out in the Financial Services Guide and will also be set out in the transaction confirmation.
- (Failure to settle) If you fail to settle the transaction, we may do one or more of the following: (a) pass on to you all costs incurred as a result of that failure; (b) charge an administration fee or default charge to cover our costs; and (c) use our own shares or obtain shares from third parties and use those shares to settle the transaction.
- (Telephone recording of conversations) You authorise us to record any telephone conversation between us, with or without an audible tone warning device.
- (Acknowledgments of our role) You acknowledge that we provide an execution and settlement only service, and do not provide financial product advice. You acknowledge that: (a) any material or information made available or provided (whether in writing or orally) to you, has not been prepared taking into account or to take into account your particular investment objectives, financial situation or needs, is not personal financial product advice and is not suitable to be relied upon by you as personal advice; (b) it is your responsibility to obtain personal financial product advice before making any investment or trading decision; and (c) no warranty or representation is or has been made by or on behalf of us as to the current or future accuracy, completeness or currency of that material or information.
- (Your representations and warranties) You represent and warrant that: (a) you have read and understood all documentation provided by us to you in relation to the services provided by us including, without limitation, any Financial Services Guide; (b) you are not a person with whom we are not lawfully entitled to deal pursuant to any statute, law, rule or regulation and that all dealings by you with us or requested to be done by us on your behalf are and will be lawful; (c) all information supplied on the Form or otherwise to us is true, complete and accurate in all respects; and (d) you are authorised to give us the instructions in the Form.
- (Our representations and warranties) Apart from any warranties and representations responsibilities which are implied by law and cannot be excluded, we make no warranties or representations in relation to any service or information provided or made available to you.
- (Indemnity) You must, to the maximum extent permissible by law, in addition to your other obligations and responsibilities under this document, at all times and from time to time indemnify us and our directors, officers, contractors, agents and employees (each an Indemnified Person) and hold them harmless from and against all liabilities, costs, claims, damages, proceedings and losses arising from or in connection with (a) any order placed by you or trade transmitted by you through us; (b) any failure by you to perform or observe any of your obligations under this document; (c) any representation or warranty made or given by you under this document proving to be untrue or incorrect; and (d) any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you or by any of your clients, employees, agents, consultants.
- (Termination) You acknowledge that this document relates to instructions by you to enter into a single transaction only and terminates when our settlement obligations to each other relating to the transaction have been settled. Each indemnity in this document survives the termination of this document.
- (Governing law) This document is governed by the laws of the State of New South Wales and you submit to the jurisdiction of the Courts of that State in relation to any claim or dispute arising out of the performance of this document.