

Application Form



AWB RiskAssist

21 November 2005
AWB RiskAssist Limited
ABN 38 086 627 465
AFS Licence No. 244 128

Getting Started

Application Process

- 1. Read all sections** of this Application Form, and the AWB RiskAssist Limited (**AWB RiskAssist**) Financial Services Guide. A copy of the Financial Services Guide can be found on the AWB Website at www.awb.com.au/riskassist.
- 2. Complete all sections** of the Application Form including the Direct Debit Request.
- 3. Sign the Application Form** and the Direct Debit Request Form and keep a copy for your own records.
- 4. Return the completed Application Form to:**
Mail AWB RiskAssist
Reply Paid 2069
Melbourne, Victoria 8060; or
Fax (03) 9600 0075

You will be notified about the outcome of your application.

What happens if my application is successful?

You become an approved client of AWB RiskAssist. This means that you do not need to provide us with your details, and apply for approval, each time you would like to acquire an AWB RiskAssist product.

AWB RiskAssist Privacy Statement

The AWB Group takes its obligations for protecting personal information seriously and is committed to ensuring your privacy is assured.

For information about how the AWB Group manages your personal information, see the AWB Group Privacy Policy on the AWB website at www.awb.com.au.

Alternatively, you can request a copy of the policy by writing to:

The Privacy Officer
AWB Legal
380 La Trobe Street
Melbourne VIC 3000.

By completing the Application Form attached to this document, you are providing personal information to AWB RiskAssist for use and disclosure in connection with this application. AWB RiskAssist may also use the personal information contained in your Application Form (and otherwise provided by you) for related purposes such as administration and providing services to you in relation to products issued by and dealings with, AWB RiskAssist. Administration includes monitoring, auditing, evaluating, modelling data, dealing with complaints, answering queries and providing services in relation to your dealings with AWB RiskAssist.

If you do not provide the information requested in the Application Form, AWB RiskAssist may not be able to process or accept your application.

AWB RiskAssist may share your personal information for permitted related purposes with other members of the AWB Group or with outsourced service providers. Some of these people and circumstances include:

- your financial advisers to enable them to provide you with financial advice and ongoing service;
- your financial institution for any direct debits or crediting of withdrawals (as the case may be) if you have provided your financial institution account;
- companies for the purpose of issuing statements and handling mail to you;
- market research companies for the purpose of analysing AWB RiskAssist's customer base;
- companies, where services may be more efficiently provided by outsourcing;
- legal and accounting firms, auditors, consultants, and other advisers for the purpose of administering the product and our relationship with you;
- government authorities when required by law;
- members of the AWB Group for the purpose of sending you information about products or services offered by the AWB Group or AWB RiskAssist to you;
- on an 'as needs basis', other members of the AWB Group for the purpose of assessing your credit worthiness for that member's business/trading purposes.

If you do not wish to receive further information on AWB Group products and services, please contact AWB RiskAssist on 1300 666 011. Your registration will not be affected if you exercise this option.

Getting Started

What You Undertake By Completing and Signing This Form

In my capacity as an applicant, or as the authorised representative of the applicant, I:

1. Declare that I am authorised to sign this application and that the information given is true and correct;
2. Acknowledge that references to 'I', 'me' or 'my' wherever appearing in this Application Form, are references to the person or entity described as the Applicant in Section 1, and, if more than one person or entity is described as the Applicant in Section 1, acknowledge that these references are to each person or entity severally and to all of them jointly;
3. Understand that AWB RiskAssist may obtain from banks or other financial institutions, a banker's opinion about my credit worthiness for purposes connected with my business, trade or performance and may use any information obtained for the following purposes:
 - to assess this application;
 - to assist me in avoiding default of certain credit obligations; and
 - to notify other credit providers of a default by me;
4. Authorise AWB RiskAssist:
 - to obtain a commercial credit report about me (which can include information about my creditworthiness, credit history, credit standing or credit capacity) from a credit reporting agency for the purpose of assessing this application; or
 - to obtain a report from a credit reporting agency containing any other information in relation to my commercial credit activities;
5. Acknowledge that completion of this Application Form does not oblige AWB RiskAssist to offer me a credit facility, or undertake any transactions;
6. Acknowledge that credit, if provided, may be withdrawn at any time without prior notice in accordance with the applicable contractual arrangements I have with AWB RiskAssist;
7. Agree to notify AWB RiskAssist immediately in the event of my change of ownership or control;
8. Acknowledge that AWB RiskAssist is authorised to act upon my written or oral instructions and the persons authorised to instruct AWB RiskAssist on my behalf. The persons authorised to instruct AWB RiskAssist on my behalf are those listed in this Application Form unless otherwise directed in writing to AWB RiskAssist; and
9. Indemnify, and agree to keep indemnified, to the fullest extent permitted by law, AWB RiskAssist and its employees, agents and representatives from and in respect of all actions, proceedings, suits, claims, demands, costs, expenses and any monetary amounts issued, incurred or demanded which arise out of any reliance by AWB RiskAssist on any statement or omission in this Application which is inaccurate or misleading or is attributable to me or persons authorised by me.

Getting Started

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1. Declare that I am authorised to sign this application and that the information given is true and correct;
2. Acknowledge that references to 'I', 'me' or 'my' wherever appearing in this Application Form, are references to the person or entity described as the Applicant in Section 1, and, if more than one person or entity is described as the Applicant in Section 1, acknowledge that these references are to each person or entity severally and to all of them jointly;
3. Understand that AWB RiskAssist may obtain from banks or other financial institutions, a banker's opinion about my credit worthiness for purposes connected with my business, trade or performance and may use any information obtained for the following purposes:
 - to assess this application;
 - to assist me in avoiding default of certain credit obligations; and
 - to notify other credit providers of a default by me;
4. Authorise AWB RiskAssist:
 - to obtain a commercial credit report about me (which can include information about my creditworthiness, credit history, credit standing or credit capacity) from a credit reporting agency for the purpose of assessing this application; or
 - to obtain a report from a credit reporting agency containing any other information in relation to my commercial credit activities;
5. Acknowledge that completion of this Application Form does not oblige AWB RiskAssist to offer me a credit facility, or undertake any transactions;
6. Acknowledge that credit, if provided, may be withdrawn at any time without prior notice in accordance with the applicable contractual arrangements I have with AWB RiskAssist;
7. Agree to notify AWB RiskAssist immediately in the event of my change of ownership or control;
8. Acknowledge that AWB RiskAssist is authorised to act upon my written or oral instructions and the persons authorised to instruct AWB RiskAssist on my behalf. The persons authorised to instruct AWB RiskAssist on my behalf are those listed in this Application Form unless otherwise directed in writing to AWB RiskAssist; and
9. Indemnify, and agree to keep indemnified, to the fullest extent permitted by law, AWB RiskAssist and its employees, agents and representatives from and in respect of all actions, proceedings, suits, claims, demands, costs, expenses and any monetary amounts issued, incurred or demanded which arise out of any reliance by AWB RiskAssist on any statement or omission in this Application which is inaccurate or misleading or is attributable to me or persons authorised by me.

Application Form

Please complete all sections using BLOCK letters in Blue or Black pen.

Section 1. Applicant Details

Please (✓) tick the box most applicable to you

Individual / Partnership
(Please complete Part One)

Trustee
(Please complete Part Two)

Company
(Please complete Part Three)

Account Name _____

Part One (Only applicable to 'Individual' and/or 'Partnership' applicants)

Individual/Partnership

Applicant 1.

Full Name _____

Mother's Maiden Name _____

ABN

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Residential Address _____

State _____

Postcode _____

Telephone

W () _____

H () _____

Mobile _____

Email _____

Fax () _____

Date of Birth _____

Applicant 2.

Full Name _____

Mother's Maiden Name _____

ABN

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Residential Address _____

State _____

Postcode _____

Telephone

W () _____

H () _____

Mobile _____

Email _____

Fax () _____

Date of Birth _____

Part Two (Only applicable to 'Trustee' applicants including Trustees who are individuals, and / or corporate Trustees)

Trustee

Trust Name _____

ABN

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Trustee 1

Name _____

W () _____

H () _____

Trustee 2

Name _____

W () _____

H () _____

Residential Address _____

State _____

Postcode _____

Note, If you are a Trustee, it is important to ensure that you have the ability to enter into derivative contracts. See section 7 in this Application Form for details.

Part Three (Only applicable to 'Company' applicants)

Company

Company Name _____

ABN

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Address _____

State _____

Postcode _____

Telephone () _____

Fax () _____

Application Form

Please complete all sections using BLOCK letters in Blue or Black pen.

Section 2. Contact Details

AWB Access Number	_____		Trading Name	_____
Contact Name	_____			
Residential Address	_____			
	State		Postcode	

	<input type="checkbox"/> Please (✓) tick if you would prefer correspondence to be forwarded via Email.			
Email	_____		Fax ()	_____
Telephone	W ()	H ()	Mobile	

	<input type="checkbox"/> Please (✓) tick if your postal address is the same as your residential address above			
Postal Address	_____			
	State		Postcode	

Note, to successfully complete the Application Form, it is important to provide your Residential Address details.

Section 3. Authorised Persons

The person(s) listed below are authorised to instruct AWB RiskAssist on my behalf:

1. Name	_____	Business Relationship:	_____
2. Name	_____	Business Relationship:	_____
3. Name	_____	Business Relationship:	_____

Section 4. Business Referees

1. Business Name	_____	Contact Name	_____
Address	_____	Telephone	_____
2. Business Name	_____	Contact Name	_____
Address	_____	Telephone	_____
3. Accountant/Auditor Name	_____	Contact Name	_____
Address	_____	Telephone	_____

Section 5. Bank Account Details for Deposits

Name of Bank	_____		Branch	_____
Account Name	_____			
BSB and Account Number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Section 6. Consents and Acknowledgement

A. Do you consent to us forwarding information to you via e-mail or SMS? (please (✓) tick)

By ticking 'Yes' below, and signing this Application Form, you consent to us sending you information via e-mail or SMS. This information includes, without limitation, market information or direct marketing materials that promote, offer or provide information about products or services that AWB RiskAssist, or the AWB Group of companies, provides or that are available from other persons.

Yes No

Application Form

Please complete all sections using BLOCK letters in Blue or Black pen.

Section 6. Consents and Acknowledgement (continued)

B. Recording of telephone conversations

Your telephone conversations with AWB RiskAssist may be recorded. This is the usual business practice of numerous organisations and is undertaken to ensure that we have complete records of the details of all transactions undertaken by you with us. Recorded telephone discussions are retained by us for a limited period of time and are used for either staff training purposes or for verification purposes. If you do not wish to have your telephone conversations recorded, please let us know at the start of the call.

Section 7. Trustees

If you are a Trustee, it is important to ensure that your trust document, or anything in the law, does not restrict you from entering into 'derivatives'. This can be satisfied in one of two ways:

1. your solicitor can review your trust document and provide the Certificate (on page 8 in this Application Form) to AWB RiskAssist. (Your solicitor will usually impose a fee to undertake this.)
2. AWB RiskAssist can attend to having your trust document reviewed. In undertaking this review, AWB RiskAssist does so for its purposes only and is not providing legal advice as to the suitability of your trust document for any purpose or for any person (such as any financier).

There is a fee of \$165.00 (GST inclusive) for this review. This fee will be direct debited to your account detailed in the Direct Debit Request (DDR) form. Alternatively, please forward a cheque, made payable to AWB RiskAssist, for \$165.00 with this application.

If we review your trust document, we will notify you of the outcome. If your trust document requires amendment, we will notify you of this. You will need to arrange for this amendment with your professional advisor.

Please indicate how you would prefer to have your trust document reviewed: (please (✓) tick)

- my solicitor will review the trust document and provide the relevant certificate to AWB RiskAssist; or
- AWB RiskAssist will review the trust document, for which a fee of \$165.00 (GST inclusive) applies.

Section 8. Execution

By signing below, I also acknowledge AWB RiskAssist's privacy statement referred to on page 2 in this Application Form and, where I have ticked 'Yes' in Section 6, provide my consent as indicated.

Signature of _____

Director/Partner/Trustee/Sole Proprietor

Name _____

Date _____

Signature of _____

Director/Partner/Trustee

Name _____

Date _____

Which Product Disclosure Statement would you like to receive? (please (✓) tick)

- AWB Fixed Basis AWB Flexi-3 AWB Swap Plus and AWB Exchange (Hedge Account)
- Other (please indicate) _____

Note: Before entering into a Contract to acquire any of AWB RiskAssist's Price Risk Management products, you will need to obtain and read the relevant Product Disclosure Statement.

Direct Debit Request (DDR)

Please complete all sections using BLOCK letters in Blue or Black pen.

This Direct Debit Request form is your authority for:

AWB Limited
ABN 99 081 890 459
as agent for
AWB RiskAssist Limited
ABN 38 086 627 465
APCA User ID Number 069131

(AWB RiskAssist)

to automatically debit your nominated account as set out below and in accordance with the AWB RiskAssist Direct Debit Request Service Agreement (**the DDR Service Agreement**) contained on page 9 in this Application Form.

Your Details

Name of Customer

Address (including postcode)

Your Authority

I/We request and authorise:

A. AWB RiskAssist to debit funds, or arrange for funds to be debited:

- (i) from my/our account held at the financial institution identified below;
- (ii) via the Bulk Electronic Clearing System
- (iii) for payments payable to AWB RiskAssist (including losses payable under any risk management contract entered into with AWB RiskAssist); and
- (iv) on the terms set out in the DDR Service Agreement;

B. AWB RiskAssist to verify the account details (below) with my/our financial institution; and

C. the financial institution to release information allowing AWB RiskAssist to verify, and be provided with, the account details.

This authority remains in force in accordance with the terms and conditions of the DDR Service Agreement.

Your Financial Institution Details (Including Account to be Debited)

Name of Account Holder (as it appears on Account Statement)

Name of Financial Institution

BSB Number

Account Number

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Branch

Signature

I/We have read and understand the information contained in the DDR Service Agreement and I/we request that you debit my/our account in accordance with the DDR Service Agreement.

Signature of Client no. 1

Name

Date

Signature of Client no. 2

Name

Date

Certificate to Certify a Trustee to enter into Derivative Contracts

Note: This Certificate is to be used by your solicitor and only if:

1. You are a trustee; and
2. You have elected to have your solicitor certify to AWB RiskAssist that your trust document does not restrict you from entering into Derivative Contracts.

For more information, refer to Section 7 of this Application Form.

Part A: Trustee & Solicitor Details

TO: AWB RiskAssist Limited

THIS CERTIFICATE IS PROVIDED IN RELATION TO:

[name of trustee/applicant]

BY:

[name of solicitor]

a solicitor holding a current Practising Certificate in:

[insert jurisdiction]

Part B: Details of the Documents Reviewed

I HAVE been provided with, and have reviewed, the following trust document:

Trust Deed / Constitution of

[name of trust]

made between:

[name of trustee]

[any other parties]

dated:

[date of trust document]

(the Trust Deed)

Part C: Reliance on Certificate

THIS CERTIFICATE is provided for the benefit of AWB RiskAssist Limited and for no other party.

AWB RiskAssist Limited may rely on the contents of this Certificate for the purpose of assessing the trustee's application to enter into Derivative Contracts (as defined in Part D, Section 3) with AWB RiskAssist Limited.

Part D: Certification by the Solicitor

I CERTIFY, on the basis of my review of the Trust Deed provided to me and on the law governing the operation of the trust and the actions of the trustee (**the Relevant Law**), that:

1. to the best of my knowledge after having made reasonable enquiries of the trustee, the trust is duly constituted and, as at the date of this Certificate, has not terminated;
2. to the best of my knowledge after having made reasonable enquiries of the trustee, the trustee is the sole trustee of the trust;
3. there is nothing in the Trust Deed or the Relevant Law that restricts the trustee's ability to enter into arrangements which, for the purposes of the Corporations Act 2001 (Cth), are "derivatives", whether the arrangement is entered into for the purpose of managing a financial risk or otherwise (**Derivative Contracts**);
4. the trustee is permitted to enter into Derivative Contracts;
5. in the absence of any breach of trust, fraud, gross negligence or bad faith on the part of the trustee, the entry into Derivative Contracts by the trustee will not prejudice the trustee's ability to be indemnified out of the assets of the trust.

Part E: Excluded Advice

I EXPRESS no opinion and provide no advice in this Certificate in relation to:

1. the financial or commercial viability of such Derivative Contracts which the trustee is undertaking;
2. the trustee's ability to satisfy its obligations under such Derivative Contracts; and
3. any taxation or other financial matter relating to such Derivative Contracts.

Part F: Execution

I CERTIFY the above information:

[signature of solicitor]

[date]

Direct Debit Request Service Agreement

To: AWB Limited
ABN 99 081 890 459
as agent for
AWB RiskAssist Limited
ABN 38 086 627 465
APCA User ID Number 069131
(AWB RiskAssist)

This Direct Debit Request Service Agreement forms part of the terms of the DDR and you should read it together with the DDR. By signing the DDR, you authorise AWB RiskAssist to arrange for funds to be debited from your nominated account, for payments payable to AWB RiskAssist (including losses payable under any risk management contract entered into with AWB RiskAssist). You should direct all enquiries about your direct debit to AWB RiskAssist on 1300 666 011.

Disclosing Your DDR Information

AWB RiskAssist will not disclose any details of your records, account details or your DDR to any person or corporation unless:

- disclosure of information to your financial institution is required to enable us to act in accordance with the DDR;
- disclosure is required by law;
- the information is required in relation to a disputed transaction;
- disclosure to our bank or financial institution is required by it in connection with a disputed transaction.

Where AWB RiskAssist is required to disclose details of your DDR either by law or in relation to a disputed transaction, AWB RiskAssist will comply with any relevant privacy legislation.

Non-business Days

If your direct debit payment falls on a date that is not a business day, AWB RiskAssist will draw from your nominated account on the following business day.

Stopping, Cancelling or Varying Your DDR or Any Debit Item

You may defer, alter or cancel your DDR at any time by providing at least 5 days notification in writing to AWB RiskAssist. If you wish to stop any debit item, you must direct your request to AWB RiskAssist in the first instance or your financial institution named in the DDR.

AWB RiskAssist will provide you with not less than 14 days notice if there is any variation to any of the debit arrangements in the DDR.

Disputes

If you wish to dispute a DDR transaction, you can contact AWB RiskAssist:

- by writing to AWB RiskAssist; or
- by calling 1300 666 011

and we will arrange for your disputed transaction to be investigated and, where appropriate, for a correction to be made.

If we are unable to resolve the dispute to your satisfaction, you should contact your financial institution.

Clear Funds

You should ensure that you have sufficient clear funds in your nominated account by the due date to allow for the payment of debit items according to the DDR.

Returned or Dishonoured DDRs

If there are insufficient clear funds in your account to meet the DDR:

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed, (such as where a DDR is not accepted by your financial institution), by AWB RiskAssist;
- we may resubmit the direct debit within 24 hours and you will be liable to pay a fee (currently \$20 but subject to change) to AWB RiskAssist;
- if there continues to be insufficient funds in your account, or we elect not to resubmit the direct debit, you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment. AWB RiskAssist may also contact you via phone or mail to notify you of the above.

Your Account

You should:

- check with your financial institution whether direct debit is available on your account (direct debiting through the Bulk Electronic Clearing System is not available on all accounts);
- check that your account details provided to us are correct by checking them against a recent account statement. If you are uncertain, please check with your financial institution before completing the DDR;
- check with AWB RiskAssist before completing the DDR if you have any queries about how to complete the DDR;
- check that the authority given to us to draw on your account to be debited is consistent with the account authority or signing instructions held by your financial institution for that account;
- check your account statement to verify that the amounts debited from your account are correct;
- advise us if your account to be debited is transferred, closed or any other account details change.

Liability

To the extent permitted by law, AWB RiskAssist is not responsible for any loss or damage you may suffer from incorrect or incomplete account details that you have provided to us, any delay by us or your financial institution or any other such event in relation to this DDR.

Notices

Any notices from you to AWB RiskAssist should be addressed to:

AWB RiskAssist Limited
GPO Box 2069S
Melbourne, Victoria, 3001.

AWB RiskAssist will send all notices to you at the address provided in the Application Form.