



COMPANY
ACCOUNT

CLIENT SERVICES AGREEMENT

Pacific Financial Derivatives Limited

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CLIENT SERVICES AGREEMENT

IMPORTANT NOTICE

This Client Services Agreement (which includes Client Information Form, Client Declaration, Client Acknowledgement and Acceptance), together with the Pacific Financial Derivatives Ltd ("PFD") General Terms and Conditions and PFD Disclosure Statement (as may from time to time amended, varied or supplemented), contains information needed to establish an account and relationship with PFD and which govern the products and services provided by PFD. The Client Services Agreement form the contract governing your relationship with PFD and are governed by and to be construed in accordance with the laws of New Zealand. Before completing this Client Services Agreement, please read carefully PFD General Terms and Conditions and PFD Disclosure Statement which apply to and govern your account (s) with, and your responsibilities to, us. Please note that this Client Services Agreement relates to the following types of products and services PFD is able to provide:

Products	Services
Foreign Exchange	Margin trading
CFDs	Securities trading
Futures	

PFD may from time to time, at its sole discretion, vary the range of products and services provided to its customers. Whether or not to provide or to continue to provide any particular product or service is always at the discretion of PFD. We intend from time to time to introduce new products and services to our customers. The terms and conditions governing such products and services may require a written or electronic acknowledgement of acceptance from you prior to trading. Even if such acknowledgement is not received by us, we may, at our discretion and upon your request, whether verbally or in writing, extend any such products or services to you. In such a case, you will be deemed to have received and accepted as binding and conclusive all the terms and conditions upon which we extend such products or services, and also to have accepted all risks inherent in or associated with such products or services.

The terms and conditions set out in this Client Services Agreement may be amended, varied or supplemented from time to time by PFD by giving notifications of the same according to the terms relating to communications between us. Any such amendment, variation or supplement if unacceptable to you, you shall promptly discontinue operating the account (s) and service (s) in accordance with the Client Services Agreement. By continuing with the operation of the account (s) or effecting any further transaction(s) after notification of any such amendment, variation or supplement, you shall be deemed to have agreed to the same.

The Client Services Agreement will come into effect when you are notified in writing by PFD that your account has been opened. By signing the Client Declaration, Client Acknowledgement and Acceptance manually or electronically you acknowledge that you have read and fully understood Client Services Agreement, PFD General Terms and Conditions and PFD Disclosure Statement. If you have not received, read and fully understood these documents please do not complete this Client Services Agreement. Please contact **compliance@pfd-nz.com** for these documents or for any questions related to the completion of the Client Services Agreement, PFD General Terms and Conditions and PFD Disclosure Statement.

PFD will use the information gained in assessing an applicant's suitability and in accepting the applicant as a client of PFD. For this reason it is essential that all the information provided below is entirely accurate and if, at a future date, any circumstances adversely affect this information you are required to write to us advising us of these details.

COMPANY ACCOUNT APPLICATION FORM

SUPPORT DOCUMENTS

Enhanced Customer Due Diligence (ECDD) applies to Companies. All application forms must be accompanied by below Company documents:

- Copy of the Certificate of Incorporation which confirms the full legal name, jurisdiction of incorporation;
- Copy of a bank/utility statement dated in the last 3 months and contains the Company's current principal business address or registered office address;
- Directors Register (or other evidence of Directors);
- Shareholders Register (or other evidence of Ownership).

Certification of company documents applies where they cannot be verified from official registers.

In the case of individual Directors, Shareholders and Authorized Signatories, below applies.

STANDARD CUSTOMER DUE DILIGENCE (SCDD) FOR DIRECTORS, SHAREHOLDERS, AUTHORISED SIGNATORIES RESIDENT IN LOW & MEDIUM RISK COUNTRIES AND /OR WHERE ELECTRONIC VERIFICATION IS AVAILABLE.

Explanation on support documents

To meet its obligations in terms of the AML/CFT Act 2009, PFD risk weights each jurisdiction using various matrix by taking the Corruption Perception Index that is compiled by Transparency International as its base and applying assessments undertaken by the Financial Action Task Force (FATF) as well as known Tax Havens and perceived countries thought to be a risk for their involvement in drugs and money laundering. Residents from countries risk weighted as **low & medium countries and/or where electronic verification is available** to send digital copies of:

- A. Photo ID viz., (1) Passports and (2) National Identity Cards that can verify name, date of birth and photograph and
- B. Address proof viz., Bank statement, Utility Statement dated in the last three (3) months and contains current legal address.

ENHANCED CUSTOMER DUE DILIGENCE (ECDD) FOR DIRECTORS, SHAREHOLDERS, AUTHORISED SIGNATORIES RESIDENT IN HIGH RISK COUNTRIES AND/OR WHERE ELECTRONIC VERIFICATION IS NOT AVAILABLE

Explanation on support documents

Residents from countries risk weighted as **high and/or where electronic verification is not available** to send digital copies of documents **certified by a person authorized by law in their country to take statutory declarations or equivalent.**

- A. Photo ID viz., (1) Passports and (2) National Identity Cards that can verify name, date of birth and photograph &
- B. Address proof viz., Bank statement, Utility Statement dated in the last three (3) months and contains current legal address.

Other Guidelines: It is preferable to have support documents in English language; however, in cases where documents in language other than English are used, an English translation of such documents to be necessarily attached additionally.

HOW TO SUBMIT

We rely on the accuracy of the information you provide in assessing your application. It is therefore essential that you provide accurate information and also if any of your circumstances change, you should inform us immediately. Please complete the application form, attach relevant documentation and scan to compliance@pfd-nz.com or post to us by:

Mail: PO Box 10041, Dominion Rd., , Auckland 1146, New Zealand

Physical: 2A, Fairview Road, Mt. Eden, Auckland 1024, New Zealand

Fax: +64.9.6320115

Email: [compliance @pfd-nz.com](mailto:compliance@pfd-nz.com)

COMPANY ACCOUNT APPLICATION FORM			
GENERAL INFORMATION			
Entity Name:			
Registered address:			
City:	State:	Country:	
Country Incorporated In:			
Authorised Contact Person:			
Phone:	E-mail:	Fax:	
Industry:		Number of Directors:	
Professional Status: <input type="checkbox"/> Employee <input type="checkbox"/> Entrepreneur			
Description/Nature of activities:			
Country of origin of incoming funds to invest:			
Estimated amount to invest with PFD: <input type="checkbox"/> \$1,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$250,000 <input type="checkbox"/> Over \$250,001			
Economic origin of investment: <input type="checkbox"/> Business income <input type="checkbox"/> financial markets income			
Establishment of beneficial owner's identity: The contracting parties hereby declare that : <input type="checkbox"/> the contracting parties are the beneficial owner of the assets concerned. <input type="checkbox"/> the beneficial owners of the assets are different from the contracting parties. <input type="checkbox"/> the contracting parties undertakes to inform PFD immediately in case of any changes.			
FINANCIAL INFORMATION			
Estimated annual income:			
Estimated net worth: <input type="checkbox"/> \$25,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$250,000 <input type="checkbox"/> Over \$250,001			
Investment Strategy/Nature and purpose: <input type="checkbox"/> Speculative <input type="checkbox"/> Hedging <input type="checkbox"/> Both			
Trading Experience			
Futures/CFDs:	<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	<input type="checkbox"/> Over 5 Years
FOREX:	<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	<input type="checkbox"/> Over 5 Years
Account Type: <input type="checkbox"/> PFD Trader (MT4) <input type="checkbox"/> Kiwi Trader Gold Zero			
Base Currency <input type="checkbox"/> USD <input type="checkbox"/> GBP <input type="checkbox"/> EUR <input type="checkbox"/> AUD <input type="checkbox"/> NZD <input type="checkbox"/> JPY			
REFUNDING INFORMATION			
Bank/e-payment gateway provider name:			
Account Holders Name:			
Account Number:			
Account Number:		/E-Waller Logon:	

COMPANY ACCOUNT APPLICATION FORM

INDIVIDUAL DIRECTORS

Please note to complete the Individual Directors and the majority share holders details

DIRECTOR (1)

First Names:		Surname/Family Name:	
Title:		Date of birth:	
Email:	Phone:	Fax:	
Legal address:			
City:	State:	Country:	

DIRECTOR (2)

First Names:		Surname/Family Name:	
Title:		Date of birth:	
Email:	Phone:	Fax:	
Current address:			
City:	State:	Country:	

MAJORITY SHAREHOLDER

First Names:		Surname/Family Name:	
Title:		Date of birth:	
Email:	Phone:	Fax:	
Current address:			
City:	State:	Country:	

COMPANY ACCOUNT APPLICATION FORM

SENIOR MANAGEMENT

First Names:		Surname/Family Name:	
Title:		Date of birth:	
Email:	Phone:	Fax:	
Current address:			
City:	State:	Country:	
<p>Will any other person aside the Authorised Persons will give us instructions regarding trading to be undertaken on your account, or will an agent act on your behalf? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please list names of all persons authorised to act on your account :</p> <p>Please note, each Authorised Person will need to complete the Authorised Persons</p>			

AUTHORISED PERSON

First Names:		Surname/Family Name:	
Relationship to Applicant:		Date of birth:	
Phone:	Email:		
Current address:			
City:	State:	Country:	
Identification Type & Number:		Signature	

COMPANY ACCOUNT APPLICATION FORM

CERTIFIED CORPORATE BOARD OF DIRECTORS RESOLUTION

I, the undersigned, CERTIFY that:

(i) The Board of Directors ("Board") of _____ (the "Company") a company duly incorporated and subject to the laws of _____ having its registered or principal office at _____ lawfully passed the resolutions that follow below ("Resolutions");

(ii) The Resolutions were lawfully passed at a properly called meeting of the Board, held on _____ at which meeting a quorum was present, and the Resolutions are recorded in the minutes of the Board meeting, or the Resolutions were otherwise lawfully passed;

(iii) I am the duly appointed officer of the Company responsible for maintaining the minutes and records of the Company; and

(iv) The Resolutions have not been rescinded or modified.

IT IS RESOLVED by the Board of the Company that:

1. Any director of the Company and/or

(List names of individuals) (each an **Authorized Person**) is authorized to establish and maintain on behalf of the Company one or more accounts with the Company or its successors or assigns ("Account") for the purpose of trading in Contracts, whether for present or future delivery, for hedging, speculation or otherwise. The authority granted to each Authorized Person includes (without limitation) the power to do any and/or all of the following:

1. to give written or oral instructions to the Company with respect to transactions;
2. to bind and commit the Company to any contract, arrangement or transaction entered into with or through Pacific Financial Derivatives Limited for and on behalf of the Company;
3. to pay, whether by cash, cheques or drafts drawn upon the funds of the Company or otherwise, such sums considered necessary or desirable in connection with any of the Accounts;
4. to deliver any amount of any currency to the Company;
5. to authorize the transfer or delivery of any amount of any currency to any other person;
6. to affix the corporate seal to any document or agreement;
7. to sign for the Company all releases and/or other documents in connection with any such Account;
8. to agree to any terms or conditions for the control of the Account;
9. to appoint any other person(s) to do any and all things that any of the Authorized Persons is authorized to do;
10. to accept delivery of any amount of any currency; and
11. generally to do and take any and all action necessary in connection with the Account or any Spot Foreign Exchange, Spot Metal and Spot Oil Contracts considered desirable;

CERTIFIED CORPORATE BOARD OF DIRECTORS RESOLUTION

2. any two directors of the Company (or any director and a witness) are authorized to affix the Company's seal to or otherwise execute any document to be entered into by the Company in connection with any Account with Pacific Financial Derivatives Limited or any Contracts entered or to be entered into in respect of any Account;

3. (or such other person as the Company may notify Pacific Financial Derivatives Limited in writing) who is not an Authorized Person is authorized to receive and verify the correctness of all written confirmations of all Contracts effected by the Company for the Company, and all statements of Account(s) for the Company and other pertinent records and documents;

4. any and all Contracts entered or purportedly entered into before the passing of these Resolutions, by or on behalf of the Company, with or through The Company, is affirmed and ratified if such Contracts would have been validly entered into on behalf of the Company if entered into after the passing of these Resolutions;

5. Pacific Financial Derivatives Limited is authorized to act upon the authority of all and any of these Resolutions until receipt by Pacific Financial Derivatives Limited of a certificate showing rescission or modification of these Resolutions signed by any director or the secretary of the Company and that Pacific Financial Derivatives Limited is also authorized to recognize, deal with and accept instructions in relation to the trading or operation of any Account or any transaction entered or to be entered into for or on behalf of the Company from any of the Authorized Persons referred to above or such other person or persons as may be notified to Pacific Financial Derivatives Limited in writing from time to time by any director or the secretary of the Company.

I FURTHER CERTIFY that the directors of the Company are:

IN WITNESS WHEREOF, I have hereunto subscribed my name
and affixed the seal of the Company (if any) this
_____ Day of _____ 20 _____

Seal:

Directors Name:

Signature:

Directors Name:

Signature:

Directors Name:

Signature:

Note: The person authorised to receive confirmations of transactions in resolution (3) may not be an Authorised Person under resolution (1).

COMPANY ACCOUNT APPLICATION FORM

CLIENT DECLARATION

In applying to become a Client of PFD, we hereby declare, represent, warrant and undertake that:

1. All information submitted and to be submitted from time to time to PFD are, and will be complete, true and accurate in all respects, and are not and will not be misleading;
2. We have sought independent advice in relation to the terms and conditions governing our relationship with PFD;
3. We shall supply additional information, or do such acts that PFD may reasonably require from time to time in relation with the application, its opening, operation and maintenance of account established or to be established with PFD;
4. We are aware that the Disclosure Statement is a not substitute for taking independent financial or other professional advice and I do not rely on PFD for any financial or other professional advice in respect of any of the products or services;
5. As at the date hereof, there has been no material adverse change in our financial condition, and we will promptly notify PFD of any change in our financial condition, outlook and investment objectives &.
6. We further agree that we will act in good faith and observe all applicable laws, codes and regulations on our dealings with PFD.

CLIENT ACKNOWLEDGEMENT AND ACCEPTANCE

We acknowledge that:

1. We have received, read and fully understood the terms and conditions set out in Client Services Agreement including PFD General Terms and Conditions and Disclosure Statement and agree to be bound by the same.
2. We have understood that trading leveraged products carries a high level of risk and we have been advised to seek independent financial advice.
3. We agree that the Client Services Agreement, PFD General Terms & Conditions and Disclosure Statement are the one agreement for the purposes of this agreement.
4. We acknowledge that we are the beneficial owner of all monies lodged with PFD and should funds wished to be lodged for the benefit of our account that are not wholly owned by us, we will request approval from PFD in writing prior to lodging such monies.
5. We confirm that we do not have any pending litigation, disputed accounts or other unresolved matters whatsoever. If we have any pending litigation, disputed accounts or other unresolved matters whatsoever, we are aware that we must advise PFD in writing of such matters and PFD must consider such matters prior to approving the opening of the account.
6. We acknowledge that if we fail to provide any or all of the information required from me by PFD, its representatives, officers, employees and agents are relieved of their respective obligations to consider such information in the determination of the suitability of any products or services that are requested by us and we agree that we shall be estopped from making any claims or instituting proceedings against PFD on the grounds that such products or services may not be suitable for our investment objectives, financial situation and particular needs and/or that PFD was obliged to conduct the relevant suitability checks.
7. Without prejudice to the consents given or to be given by us under the Client Services Agreement, we hereby consent to the disclosure by PFD, its representatives, officers, employees and/or agents, to such persons as they may deem fit, of any or all information about me (including my particulars, the information set out in this application form relating to my account (s) with PFD and/or our trades and investments)

SIGNATURES

We confirm that we have heard/read and understand this Client Services Agreement, PFD General Terms and Conditions, Disclosure Statement and Client Acknowledgement and Acceptance have been explained to us by the giver of this statement. By signing this Client Services Agreement we agree to be legally bound by its terms and conditions.

Signed on behalf of :

Date:

Signature of Authorised Person: _____

Accepted by Pacific Financial Derivatives Limited:

Name _____ **Signature** _____ **Date** _____

