

INTERACTIVE BROKERS AUSTRALIA PTY LTD

ABN 98 166 929 568
AFSL number 453554

THIRD PARTY AUTHORITY FORM AND LIMITED POWER OF ATTORNEY (AUTHORITY)**A. Description**

1. This form may be used to designate that a third party ("Agent") may conduct certain activity on an Account.

B. Third Party Trading Authority**1. Introduction**

- 1.1. The Account Holder gives authority to the Agent to operate the Account on the terms set out herein.
- 1.2. This Authority forms part of the agreement, in addition to the Client Agreement, between the Account Holder and IBAU.

2. Interpretation

- 2.1. The following terms have these specific meanings in this Authority:

Account means an account held, solely or jointly, by the Account Holder or on behalf of the Account Holder with IBAU in accordance with the Client Agreement.

Account Holder means the registered holder of the Account.

Agent means the person appointed by the Account Holder and authorised by this Authority and/ or any other power of attorney or authorisation, as required, to operate the Account

Client Agreement means the Interactive Brokers Australia Pty Ltd General Client Agreement and Conditions as accepted by the Account Holder and includes any applicable addendums thereto.

Plurals include the singular and vice versa.

- 2.2. Unless otherwise defined herein, all terms used in this authority shall have the meanings as set out in the Client Agreement (and the applicable Addendums).

3. Client Agreement of Authority

- 3.1. The Account Holder hereby authorizes the Agent, with respect to the Account, to
 - (a) Place Orders for the purchase or sale of Financial Products;
 - (b) Instruct IBAU to enter into Transactions;
 - (c) Borrow stock from IBAU;

- (d) Incur, or cause to be incurred financial obligations, which may include (if allowed by the Account) leveraged positions or loans;

all on the Account Holder's behalf, through the Account.

- 3.2. The Account Holder hereby authorises the Agent to request from IBAU and take into its possession the Account Holder's personal information;
- 3.3. Unless the Agent has enrolled in A full service program offered by IBA from time to time in accordance with a separate authority and/ or power of attorney granted to the Agent by the Account Holder, the Account Holder and the Agent understand that this Authority does not authorise or otherwise entitle the Agent to:
 - (a) deposit monies to the Account;
 - (b) Redeem or withdraw monies from the Account;
 - (c) Effect or initiate any transfers of any Financial Products from or between the Account and any other account whether held with IBAU, its affiliates or any other broker or custodian;
 - (d) Modify (whether by addition or deletion) the Account Holder information, Security Information or the Account Holder's personal information.
- 3.4. The Account Holder acknowledges that IBAU is not required to contact the Account Holder to verify or confirm instructions submitted to IBAU by the Agent before effectuating any instructions.
- 3.5. The Account Holder will not hold IBAU responsible for any loss or damage arising from IBAU effectuating the instructions submitted to it by the Agent, whether or not the Agent exceeded the authority granted to it by the Account Holder.

4. Account Holder consents, acknowledgements and representations

- 4.1. The Account Holder agrees and acknowledges that,
 - (a) It is liable for any actions taken by Agent on the Account as if such actions were the action of the Account Holder and IBAU will charge commission and or fees (as applicable) in respect of Orders or Transactions to the Account;
 - (b) IBAU may (but is not obliged) to act on any given instruction by the Agent as if such instruction originated from the Account Holder, without verifying the authenticity of such instruction with or providing any prior notice to, the Account Holder; and,
 - (c) Nothing in this Authority derogates from IBAU's ability to determine, in its complete discretion, not to act on any instructions given in relation to the Account for any reason in accordance with the terms of the Client Agreement.
 - (d) IBAU is not obliged to supervise or monitor the Agent's trading decisions or other activities, but notwithstanding the foregoing, IBAU may (but is not obliged) to conduct any further enquiry or seek further instruction from the Account Holder prior to accepting, executing or entering into any Order, Transaction or other dealing on the Account.
 - (e) This Authority will remain valid and IBAU may rely on this Authority until revoked by the Account Holder (or Agent) in accordance with clause 5.
 - (f) It remains wholly responsible for all acts and omissions of the Agent, and

- (g) It will unconditionally indemnify and hold IBAU, its directors, employees, agents or affiliates (including any successors and assigns) harmless for any action or inaction taken or refrained from (as the case may be) and from and against all claims, disputes, actions, costs and liabilities, including legal fees associated therewith on a full indemnity basis, arising from or related to IBAU's reliance on this Authority and or execution of the Agent's instructions, all to the fullest extent
- (h) It releases IBAU from all claims and liabilities by itself or any third party in connection with any act or omission arising from the appointment of the Agent by it in relation to the Account.
- (i) The Agent has not been appointed or authorised by IBAU or their performance guaranteed by IBAU and it is not acting on behalf of IBAU in any capacity including as authorised representative.

4.2. The Account Holder represents and warrants that,

- (a) If the Account Holder is a joint account holder or constituted by more than one person;
- (b) If the Account Holder is a corporation, or acting on behalf of a corporation; or,
- (c) If the Account Holder is a trustee of a trust; a responsible manager of a managed investment scheme; a trustee of a superannuation fund or an agent under an investment management agreement;

the Account Holder is validly and legally authorised (under the applicable formative instrument or through delegation of such authority) to give this Authority on the terms herein.

5. Termination

5.1. This Authority immediately terminates and becomes null and void,

- (a) if a natural person, either of the Account Holder or Agent die or become of unsound mind or if the Account Holders estate is liable to be dealt with in any way under any law relating to mental health;
- (b) if a business, the Account Holder imposes a moratorium on payments to creditors or cease, or threaten to cease, carrying on business;
- (c) in the absence of making alternative arrangements, the Account Holder or Agent is not contactable by IBAU within twenty four (24) hours in order for IBAU to obtain instructions in relation to any Transactions;

5.2. This Authority may be revoked by the Account Holder or the Agent giving written notice to IBA in accordance with the Client Agreement.

5.3. The Account Holder and the Agent agree that they, and not IBAU, are responsible for providing notice of Termination of this Authority to the each other.

{This agreement is to be signed electronically by the Account Holder.}