

GUARANTEE AGREEMENT FORM

The undersigned (each, a **Guarantor**) wish to establish a Guarantee Agreement in respect of the account noted below (**Account**) held in the name of the client noted below (Client) with CMC Markets Stockbroking Limited (ABN 69 081 002 851, AFSL No. 246381) (**CMC Markets**).

The undersigned hereby guarantees all amounts due and payable to CMC Markets in respect of the Account, any other accounts with CMC Markets operated and/or held by the Client, or any other amounts owed by the Client to CMC Markets. In the event of a Client not paying any moneys outstanding at the time and in the manner imposed by any agreement between the Client and CMC Markets, the Guarantor agrees to be liable and pay the moneys due and payable to CMC Markets immediately and on demand. A demand may be made irrespective of whether a demand has been made on the Client, and may be made at any time.

As a separate and independent obligation, the Guarantor indemnifies CMC Markets against all claims and proceedings and all liability, loss (including consequential losses and all legal costs and expenses on a full indemnity basis) and damage CMC Markets suffers or incurs as a direct result of the Account (provided that such indemnity does not arise as a result of the negligence, fraud or wilful misconduct on the part of CMC Markets) as a sum equal to the amount of any loss in respect of which an indemnity is given to CMC Markets on demand. The Guarantor is liable for and must pay a sum equal to the

amount of any loss in respect of which an indemnity is given to CMC Markets on demand.

The Guarantor further agrees that the Guarantor must not make any claim, enforce any right or counter-claim to reduce its liability under this Guarantee Agreement against CMC Markets.

Each Guarantor represents and declares the following:

- (a) The obligations of the Guarantor under this Guarantee Agreement are principal obligations and as such are imposed upon the Guarantor as principal debtor.
- (b) CMC Markets may make a claim or demand against any Guarantor under this Guarantee Agreement without CMC Markets having first proceeded against, made any claim against, or taken steps to enforce any right, collateral security or remedy against, the Client, another Guarantor or any other person.
- (c) The Guarantor has been advised to, and has had the opportunity to, obtain independent legal advice in respect of providing the Guarantee and has either obtained such advice or has waived their right to obtain such advice.

Note: The below witness cannot be related to the Guarantor, reside at the same address, be a beneficiary or beneficial owner of the entity.

Client Account Name: _____

Account (if known):

<p>Guarantor name: _____ <small>(Full name)</small></p> <p>Address: _____ _____</p> <p>Signature: _____</p> <p>Date: / / 20 _____</p>	<p>Witness name: _____ <small>Your witness must be third party (eg. Non-family member, not living at same address)</small></p> <p>Residential Address: _____ _____</p> <p>Signature: _____</p> <p>Date: / / 20 _____</p>
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<p>Guarantor name: _____ <small>(Full name)</small></p> <p>Address: _____ _____</p> <p>Signature: _____</p> <p>Date: / / 20 _____</p>	<p>Witness name: _____ <small>Your witness must be third party (eg. Non-family member, not living at same address)</small></p> <p>Residential Address: _____ _____</p> <p>Signature: _____</p> <p>Date: / / 20 _____</p>
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Please email your completed and signed form to stockbroking.forms@cmcmarkets.com