



Fiji's first stockbroker

Account Application Booklet

CONTACT DETAILS

FijiStock Brokers Limited

Level 2, Plaza One

Provident Plaza

33 Ellery Street

Suva

Fiji Islands

PO Box 16355

Suva

Fiji Islands

Telephone: + 679 330 4675
+ 679 330 7128

Facsimile: +679 330 4679

Email: mail@fijistockbrokers.com.fj

Web Site: www.fijistockbrokers.com.fj

Adviser's Name: _____

Account opening checklist	
Have you completed all of the relevant sections of the Account Application Form	<input type="checkbox"/>
Have all parties signed the Account Application Form	<input type="checkbox"/>
Have you attached a copy of your identification documents including those for any authorised representatives	<input type="checkbox"/>
Has a copy of a recent bank statement or deposit slip been attached to enable us to directly credit sales proceeds to your account?	<input type="checkbox"/>



ABOUT FIJISTOCK BROKERS LIMITED

FijiStock Brokers Limited was established in 1997 and is Fiji's first stockbroker.

It is licensed as a broker, dealer and investment adviser by the Reserve Bank of Fiji and is a Member of the South Pacific Stock Exchange Limited.

Our experienced advisers provide personal services to clients based on our technical expertise, a deep understanding of markets and confidentially.

Our focus is on long term-wealth creation and preservation, with appropriate risk management and efficient portfolio administration.

In addition with our work with private clients, we also maintain relationships with an extensive range of corporate clients and institutional investors.

Subject to any necessary regulatory approvals, we can arrange for the purchase and sale of securities listed in Australia, the United Kingdom, the USA and other major markets around the world.



INVESTMENT STRATEGIES & RISK

Different investment strategies apply to different investors. You in conjunction with your adviser need to determine the investment strategy that best suits you. Only by fully understanding your personal investment objectives will your adviser be able to make the recommendations necessary to achieve your specific financial goals.

Investment strategies may include:

- **Income**

You need an income stream, perhaps to meet your living expenses. You may also wish to avoid investments, which do not pay dividends.

- **Capital growth**

You do not require a secure income stream as your income needs are met from other sources. However, you wish to achieve capital growth to provide a hedge against inflation, and to accumulate wealth.

- **Capital security**

You wish to preserve the level of capital you have invested. You require your portfolio to keep pace with inflation so that you are maintaining the real value of your portfolio.

- **Long term investment**

You wish to purchase high quality investments, which are appropriate to hold for the long term.

- **Active trading**

You wish to trade regularly in shares with a view to profiting from short term price movements in the stock market.

Risk disclosure statement

Investments (like all assets) can appreciate in value as well as depreciate. The measure of this change in value is often referred to as volatility. The greater the variances in an asset's value over time the higher the volatility and therefore the more risk involved in investing in it.

Although equity securities are generally more volatile than some other asset classes, the provision of good advice and long term administration of a balanced portfolio has historically provided excellent investment returns.

Some of the general risks of investing in equities are categorised as follows:

- **Overall market risk**

The risk of loss by movements in the sharemarket generally.

These can be caused by various factors including political, economic and legislative changes both domestic and international.

- **Domestic versus international factors**

A company may be vulnerable to international events or market factors such as exchange rate movements, changes in trade or tariff policies and changes in other stock or bond markets.

- **Sector specific factors**

These would include demand for the product the company produces, commodity prices, the economic cycle of industry, changes in consumer demand, lifestyle changes and changes in technology.

- **Company specific factors**

These would include the strengths of the company's directors, management and key personnel. These factors also include profit history, tangible asset base, debt level, litigation and competition from within the sector and whether the company already has a profitable business or is in a developmental phase.

- **Limitations of research**

All research is basically the opinion of the analyst. It can never be guaranteed, is only valid for a limited time and is often subject to market movements. For example, for short term investors a 'buy' recommendation could turn into a 'sell' recommendation when the market price of the stock appreciated by a small amount. For longer-term investors, this market movement may not be significant.

The mere fact that a stock is recommended by an analyst as a 'buy' does not necessarily mean that the stock is a suitable investment for you and you should consult with your adviser before acting on any research report.



WHO CAN OPEN AN ACCOUNT

- An individual over 18 years old (a maximum of 3 people per account)
- Companies and registered co-operatives
- Partnerships
- Trustees, including trustees of super funds, minors and deceased estates
- Club, associations and unincorporated bodies

CLIENT IDENTIFICATION REQUIREMENTS

Before you can open an account with FijiStock Brokers Limited you will be required to provide some form of identification documents to identify and confirm your personal details such as:

1. Name;
2. Date of birth;
3. Residential or business address;
4. Occupation/business activity;
5. Source of funds/income;
6. Citizenship; and
7. Specimen signature.

This is a requirement under the Financial Transactions Reporting Act which is administered by the Fiji Financial Intelligence Unit.

Types of identification documents

You will be asked to provide one or more of the following identification documents:

- Valid passport;
- Birth certificate;
- Citizenship certificate;
- Valid FNPF membership card;
- Drivers licence; or
- Other identification documents acceptable to FijiStock Brokers Limited

Should you require any further details on our client identification requirements, please contact us.



CORRECT FORMS OF REGISTRABLE NAME(S)

Note that ONLY legal entities are allowed to hold securities. Applications must be made in the name(s) of natural persons, companies or other legal entities. Full name including first, middle (if applicable) and surname is required for each natural person. The name of the beneficial owner or any other registrable name may be included by way of an account designation if completed exactly as described in the examples of the correct forms of registrable name(s) below.

Investor Type	Account Name	Example	Account Designation
Individual	Salutation, full given names & surname of the individual	Mr John Barry Smith	N/A
Joint applicants	Salutation, full given names & surname of the individual for each applicant	Mr John Barry Smith Mrs Jennifer Jane Smith	N/A
Company	Company Name	ABC Investments Limited	N/A
Partnership	Salutation, full given names & surname of each individual partner	Mr John Barry Smith Mr Robert James Jones	Smith, Jones & Company
Trust	Full name of the trustee(s), rather than the name of the trust	Mr John Barry Smith Mrs Jennifer Jane Smith	Family Fund A/C
Corporate Trust	Full name of the corporate trustee(s), rather than the name of the trust	DEF Investments Limited	DEF A/C
Minor or child under 18 years of age	Full name of the trustee(s), rather than the name of the child	Mr John Barry Smith Mrs Jennifer Jane Smith	name of the minor
Club, associations and unincorporated bodies	Full name of the office bearers rather than the name of the club or association	Mr John Barry Smith Mrs Jennifer Jane Smith	GHI Rugby Club
Superannuation Fund	Full name of the corporate/individual(s) trustee(s), rather than the name of the trust	Mr John Barry Smith Mrs Jennifer Jane Smith or ABCD Limited	Smith Super Fund A/C



ACCOUNT APPLICATION FORM

You must complete this from using BLACK INK and print within the boxes in CAPITAL LETTERS. Please mark answer boxes with a tick .

Please complete ALL questions and provide the required identification documentation as incomplete applications may cause delays in the application being processed.

1a. Applicant 1 details (all applicants must complete this section)			
Investor type			
<input type="checkbox"/> Individual	<input type="checkbox"/> Director (if more than one director, complete section(s) 1b and 1c.) Companies must also complete 1d	<input type="checkbox"/> Director of trustee company (if more than one director, complete section(s) 1b and 1c.) Trustee companies must also complete 1d and 1e	<input type="checkbox"/> Individual trustee must also complete 1e
Are you or your partner a FijiStock Brokers Limited staff member			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you an employee or an associate of a Member of the South Pacific Stock Exchange Limited ("SPSE") or a company or trust which is controlled by an employee or an associate of a Member of the SPSE			<input type="checkbox"/> Yes <input type="checkbox"/> No
Nationality: <input type="checkbox"/> Fijian <input type="checkbox"/> Other: _____ Resident of: <input type="checkbox"/> Fiji <input type="checkbox"/> Other: _____			
Title	Full given name(s)		
Surname			Date of birth – dd/mm/yyyy
Occupation		Employer	
Residential address (<i>must be a street address; post office boxes are NOT acceptable</i>)			
Suburb/Town/City		State	Postcode
Country			
Mailing address (<i>please complete if different from residential address</i>)			
Suburb/Town/City		State	Postcode
Country			
Business telephone	Home telephone	Mobile telephone	Facsimile number
Email address			
Please specify your preferred contact person for correspondence	<input type="checkbox"/> Applicant 1	<input type="checkbox"/> Applicant 2	<input type="checkbox"/> Applicant 3



ACCOUNT APPLICATION FORM (continued)

1b. Applicant 2 details (if there is no second applicant, proceed to 1d)

Investor type			
<input type="checkbox"/> Joint applicant	<input type="checkbox"/> Second director. Companies must also complete 1d	<input type="checkbox"/> Second director of trustee company Trustee companies must also complete 1d and 1e	<input type="checkbox"/> Second individual trustee must also complete 1e
Are you or your partner a FijiStock Brokers Limited staff member			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you an employee or an associate of a Member of the South Pacific Stock Exchange Limited ("SPSE") or a company or trust which is controlled by an employee or an associate of a Member of the SPSE			<input type="checkbox"/> Yes <input type="checkbox"/> No
Nationality: <input type="checkbox"/> Fijian <input type="checkbox"/> Other: _____		Resident of: <input type="checkbox"/> Fiji <input type="checkbox"/> Other: _____	
Title	Full given name(s)		
Surname			Date of birth – dd/mm/yyyy
Occupation		Employer	
Residential address (<i>must be a street address; post office boxes are NOT acceptable</i>)			
Suburb/Town/City		State	Postcode
Country			
Mailing address (<i>please complete if different from residential address</i>)			
Suburb/Town/City		State	Postcode
Country			
Business telephone	Home telephone	Mobile telephone	Facsimile number
Email address			



ACCOUNT APPLICATION FORM (continued)

1c. Applicant 3 details (if there is no other applicant, please proceed to 1d)			
Investor Type			
<input type="checkbox"/> Joint applicant	<input type="checkbox"/> Third director Companies must also complete 1d	<input type="checkbox"/> Third director of trustee company. Trustee companies must also complete 1d and 1e	<input type="checkbox"/> Third individual trustee must also complete 1e
Are you or your partner a FijiStock Brokers Limited staff member			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you an employee or an associate of a Member of the South Pacific Stock Exchange Limited ("SPSE") or a company or trust which is controlled by an employee or an associate of a Member of the SPSE			<input type="checkbox"/> Yes <input type="checkbox"/> No
Citizen of: <input type="checkbox"/> Fiji <input type="checkbox"/> Other: _____		Resident of: <input type="checkbox"/> Fiji <input type="checkbox"/> Other: _____	
Title	Full given name(s)		
Surname			Date of birth – dd/mm/yyyy
Occupation		Employer	
Residential address (<i>must be a street address; post office boxes are NOT acceptable</i>)			
Suburb/Town/City		State	Postcode
Country			
Mailing address (<i>please complete if different from residential address</i>)			
Suburb/Town/City		State	Postcode
Country			
Business telephone	Home telephone	Mobile telephone	Facsimile number
Email address			



ACCOUNT APPLICATION FORM (continued)

1d. Company and corporate details			
Investor type			
<input type="checkbox"/> Fiji registered company	<input type="checkbox"/> Fiji registered company trustee company	<input type="checkbox"/> Other bodies and overseas registered companies. Additional information may be requested prior to the account being opened	
Registered company name			
Registered office address <i>(must be a street address; post office boxes are NOT acceptable)</i>			
Suburb/Town/City	State	Postcode	Country
Mailing address <i>(please complete if different from registered office address)</i>			
Suburb/Town/City	State	Postcode	Country
Principal place of business <i>(must be a street address; post office boxes are NOT acceptable)</i>			
Suburb/Town/City	State	Postcode	Country

1e. Name of trust or superannuation fund

1f. Other account designation (for examples see page 4)

If you are investing in another capacity, let us know and we will tell you what identification information and documents we require.

2. Type of account		
<input type="checkbox"/> Execution only	<input type="checkbox"/> General advisory	<input type="checkbox"/> Managed discretionary. Clients requesting this type of account will be required to enter into a discretionary management agreement



ACCOUNT APPLICATION FORM (continued)

3. Settlement instructions																		
Please select how you would like your sale transactions to be settled																		
<input type="checkbox"/> Hold in FijiStock Brokers Limited – Trust Account pending further instructions <input type="checkbox"/> By cheque to your postal address <input type="checkbox"/> By direct deposit or telegraphic transfer to																		
Account name																		
Name of financial institution																		
Branch street number and name																		
Suburb/Town/City						State			Postcode			Country						
BSB No.					—			Account No.										
My preferred currency is																		
<input type="checkbox"/> Fiji dollars <input type="checkbox"/> Australian dollars <input type="checkbox"/> New Zealand dollars <input type="checkbox"/> US dollars <input type="checkbox"/> Other (please specify) _____																		

4. Authorised representative														
If you would like to appoint an Authorised Representative for your account who has authority to act on your account in all matters as if they were you (excluding any instructions to alter your personal information) please complete this section. An Authorised Representative will be required to provide proof of identification. If so please complete the details below														
Title		Full given name(s)												
Surname									Date of birth – dd/mm/yyyy					
Occupation						Employer								
Residential address (<i>must be a street address; post office boxes are NOT acceptable</i>)														
Suburb/Town/City						State			Postcode			Country		
Business telephone			Home telephone			Mobile telephone			Facsimile number					
Email address														
Signature of Authorised Representative														
Please attached identification for your Authorised Representative														



ACCOUNT APPLICATION FORM (continued)

5. Client investment profile – investment needs and financial position

Please complete all questions below to enable us to provide you with personal investment recommendations appropriate to your particular circumstances

- I do not wish to complete this Client investment profile. I acknowledge that any advice or recommendations I receive is general advice only.**

Warning: If you do not provide us with all of, or only provide us with some of, the information we will provide you with execution only services:

- we cannot make a comprehensive analysis of your investment objectives, financial situation and particular needs;
- any recommendation made to you may be based on incomplete or inaccurate information and therefore may not be appropriate for your particular circumstances; and
- you will need to consider whether the recommendation is appropriate in light of your own investment objectives, financial situation and particular needs.

Marital status

- Single Married Divorced

Dependants

Please specify number _____

Investment objectives

Please tick only one of the following boxes to describe your investment objectives

- Capital preservation investor – maintain capital over the longer term
- Income investor – to maintain a regular income stream for the investor
- Balanced – balance between income and growth
- Long term growth – building wealth over 5 + years
- Aggressive investor -- to maximize growth and gains over the next 6 – 12 months

Do your investment objectives allow speculation Yes No

Risk tolerance

Please tick only one of the following boxes

- Extremely conservative/low risk
- Conservative/low risk
- Moderately conservative/medium risk
- Balanced/medium risk
- Moderately aggressive/high risk
- Aggressive/high risk

Investment experience

Financial status

Investment type	Yes	No	# Yrs	Annual Income	Net worth
Shares	<input type="checkbox"/>	<input type="checkbox"/>	_____	(If Joint, include all income)	(Assets less liabilities)
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/> Less than \$25,000	<input type="checkbox"/> Less than \$100,000
Managed funds	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/> \$25,001 to \$50,000	<input type="checkbox"/> \$100,001 to \$250,000
Term deposits	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$250,001 to \$500,000
Real estate	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/> \$100,001 to \$200,000	<input type="checkbox"/> \$500,001 to \$1,000,000
Derivatives	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/> Greater than \$200,001	<input type="checkbox"/> Greater than \$1,000,000

Existing investments (please provide a valuation of any existing investments.)

Amount available to invest	\$ _____	Managed funds	\$ _____
Cash at call	\$ _____	Real estate	\$ _____
Fixed term deposits	\$ _____	Other investments	\$ _____
Shares	\$ _____		

Interests

- Industrial shares Resource shares Blue chip shares Speculative shares New floats

- Fixed interest Other (please specify) _____



ACCOUNT APPLICATION FORM (continued)

6. Declarations & acknowledgements

By signing this application form you are making the following acknowledgements and declarations;

Declarations

- All the information I/we have given in the Application Form, Client Investment Profile is correct.
- I/we will notify FijiStock Brokers Limited in the event of any change in the information provided in the Application Form or Client Investment Profile.
- I/we warrant to FijiStock Brokers Limited that if we have indicated on the Account Application Form that we are a resident of Fiji, that any securities bought on this account are not being acquired as a nominee for any non – resident.
- I/we have read and understood the Terms of Business and agree to comply with them.
- I/we warrant that I/we are able to enter into this contractual agreement.

Acknowledgments

- I/we have read and understood the section entitled Investment Strategies & Risks and are aware that the price of any investment can go down as well as up.
- I/we are prepared to accept the risk(s) outlined and all other risks associated with opening an account.
- I/we are aware of the Reserve Bank of Fiji rules relating to insider trading.
- If we are a corporate applicant who operates offshore, we declare that I (and my related entities) act in accordance with the anti-money laundering laws of the jurisdiction(s) in which we operate.

Authorisation

- I/we authorise FijiStock Brokers Limited as my Agent to undertake any action necessary to effect the transfer, and settlement of any transactions conducted by them.
- FijiStock Brokers Limited may disclose information relating to our application as required by law.
- Unless notified in writing, FijiStock Brokers Limited may assume that any of the above-named individuals are authorised to operate the account and place orders.

If this form is signed pursuant to a power of attorney, please attach a copy with original certification.

7. Applicants signatures

Applicant 1/Director 1 signature	Applicant 2/Director 2 signature	Applicant 3/Director 3 signature
Print Name	Print Name	Print Name

10. Directors' guarantee (required for company accounts only)

In consideration of FijiStock Brokers Limited opening the account at the request of the company named herein as the client (the "Client"), we the undersigned hereby irrevocably guarantee to FijiStock Brokers Limited the payment to FijiStock Brokers Limited of each and all sums of money, interest, damages, claims, fees and expenses which the client either alone or jointly may become liable to pay FijiStock Brokers Limited and the due and punctual performance and observance by the client of each of the terms, conditions and obligations contained in each and every agreement or arrangement whatsoever including, but not limited to the Terms and Conditions annexed hereto. This guarantee is a continuing guarantee and shall remain in force so long as any obligation of the client to FijiStock Brokers Limited remains outstanding.

Applicant 1/Director 1 signature	Applicant 2/Director 2 signature	Applicant 3/Director 3 signature
Print Name	Print Name	Print Name



ACCOUNT APPLICATION FORM (continued)

11. Office use only		
Adviser name		
Adviser code	\$min or %	Dealer code
Account number	HIN	



TERMS OF BUSINESS

The following terms and conditions (“Terms”) will apply to all accounts at FijiStock Brokers Limited (“we” or “us” or “FijiStock Brokers”). Any Order placed by you will constitute assent to be bound by these Terms. We may vary these Terms at any time after giving you 7 days notice of the changes. Any additional or different terms stipulated by you or set out in any communication from you will not be effective or binding upon us unless agreed by us in writing.

Any other services which we provide are subject to separate terms and conditions that are provided to you separately if you wish to utilise those services. In the event that there is inconsistency between these Terms and the terms and conditions of another financial service or other Financial Product, the other terms and conditions shall prevail.

Each dealing between you and us is also subject to the provisions of the relevant Contract Note issued by us and if there is any conflict between these Terms and those provisions, the provisions on the Contract Note shall prevail.

Any additional or different terms stipulated by you or set out in any communication from you will not be effective or binding upon us unless agreed by us in writing.

1. DEFINITIONS

Business Rules means the business rules of the SPSE or the Market Rules of an Other Exchange.

Contact Note means Trade Confirmation Note.

Market means the market operated by the SPSE or Other Exchange.

Order means any order placed by you with us to acquire or dispose or otherwise deal in Securities.

Other Exchange means any stock exchange or clearing house other than SPSE nominated by us from time to time as being a stock exchange on which we will execute or arrange for the execution of trades in accordance with these Terms and the market rules of the relevant stock exchange or clearing house.

RBF means Reserve Bank of Fiji.

Rules means the Business Rules.

Securities means securities, bonds, managed investments and any other financial products.

Services means any financial services provided by us to you including, but not limited to, those services set out in clause 2.

SPSE means the South Pacific Stock Exchange Limited

Transaction means a transaction formed on execution of an Order.

2. FIJISTOCK BROKERS LIMITED SERVICES

- (a) We will provide you with financial services, including dealing in Securities and providing advice, together with related research (where available) in relation to securities, bonds, managed investments and any other financial products agreed by you and us.
- (b) Unless you are otherwise notified, these Terms govern the provision of all financial services from us to you.
- (c) Where you are notified that financial services offered by us are subject to alternative terms and conditions (the “Alternative Terms”), in the event that there is inconsistency between these Terms and the Alternative Terms, the Alternative Terms prevail.

3. AUTHORITY

You represent and warrant that you have the authority and power necessary to place Orders with us under these Terms, that you will comply with all applicable laws and, if you are an individual that you are over the age of 18.

You acknowledge and agree where appointed, an Authorised Representative can act on a client’s account in all matters as if they were the client (excluding any instructions to alter that client’s personal information or to open an account with us in that capacity).

You acknowledge and agree that any money payable to you by us will be remitted to a client’s or beneficiary’s bank account and not to an Authorised Representative or trustee or will be paid by cheque addressed to a client or beneficiary. You further agree any holding will be registered in the name of a client or beneficiary.

4. INVESTMENT NEEDS AND FINANCIAL POSITION

- (a) You have disclosed your investment objectives, financial position and particular needs (your “relevant personal circumstances”) to us to assist us to provide advice or make recommendations suitable to your individual situation (“Personal Advice”). You also agree to promptly notify us of any changes to your relevant personal circumstances. You warrant that any information which you provide to us is true and correct.
- (b) You acknowledge that full disclosure of your relevant personal circumstances has been requested by us.
- (c) You further acknowledge that if you do not give all the details requested by us in relation to your relevant personal circumstances, or fail to promptly notify us of changes in relation to your relevant personal circumstances that:
 - (i) we can only give you limited advice which may not suit you. Limited advice may be based on incomplete or inaccurate information relating to your personal circumstances and because of this, you should, before



acting on the advice, consider the appropriateness of the advice having regard to your relevant personal circumstances; and

- (ii) this may impair your rights; and
- (d) If you do not provide us with your relevant personal circumstances, you acknowledge and agree that we will only provide you with General Advice, meaning that we have not taken into account any of your individual characteristics or needs. When we provide General Advice, you must consider the appropriateness of the advice, having regard to your objectives, financial situation and needs and you must read the relevant prospectus in full and consider it before making any decision. Further, you should make your own decision on whether the investment suits your needs. You acknowledge that we will not be liable for any advice given if the investment does not suit your needs.

5. ORDERS AND EXECUTION

- (a) Either you or your Authorised Representative may place Orders with us verbally or in writing (including electronically see clauses 14) and 15). Each Order we execute for you, where applicable, is subject to the Rules, the directions, decisions and requirements of the SPSE or Other Nominated Exchanges, as applicable, the customs and usages of the Market (each as amended from time to time) and the correction of errors and omissions. We reserve the right to refuse to accept or place a limit on any Order in our absolute discretion for any reason. We will not be responsible for confirming the receipt of instructions or verifying the authenticity of your instructions.
- (b) You agree we can provide Contract Notes in paper or electronic form. You agree all confirmations will be provided to you as an accumulated weighted average price of two or more Transactions or two or more Orders relating to you where there are two or more Transactions or two or more Orders relating to you at the time we provide you with Contract Notes.
- (c) You acknowledge we may submit orders for other clients and/or an order for our own account or our affiliates or other prescribed persons and allocations shall be in accordance with our allocation policy, available from your Advisor. We reserve the right to change the allocation policy at any time without notice to you.
- (d) You acknowledge we are entitled to cancel or reverse a Transaction or Order without notice to you or your consent where SPSE or an Other Exchange, RBF or another regulatory authority, has recommended or required cancellation for market integrity reasons, or where the market was operating under an error, or where the cancellation or reversal is permitted under the Rules.

6. SHORT SELLING

You warrant you have a presently exercisable and unconditional right to have the securities vested in you prior to placing any sell order. If you wish to short sell you must enter into a separate agreement with us prior to any short sale and notify us at the time of placing your order that the securities are being sold short. If you wish to short sell you must enter into a separate agreement with us prior to any short sale and notify us at the time of placing your order that the securities are being sold short.

7. CLIENT AS PRINCIPAL

In placing an order, you acknowledge that we will be acting as your agent and that you will be acting as principal and not as agent for any other party. All transactions will be undertaken on the basis that you undertake as primary obligor all obligations with respect to the execution of any order.

8. JOINT ACCOUNTS

If your account is in two or more names, the liabilities of all parties are joint and several and, unless you tell us otherwise, we are entitled to accept instructions from any one of the persons named in the account. You acknowledge that we are under no obligation to inquire into or see to the application or disposition of the securities or money.

9. RECORDING CONVERSATIONS

You acknowledge that we may record our telephone conversations with you and if there is a dispute, you may listen to any such recordings in respect of that dispute. Telephone tapes are generally retained for a short period and may be reviewed for quality control purposes by us.

10. YOUR MONEY

Any funds received by us from you will be held in trust unless otherwise directed by you in writing. You are not entitled to any interest earned on money held in trust for you. Any such interest will be retained by us.

11. FEES AND CHARGES

You agree to pay us on demand:

- (a) all transaction fees and charges, including our commission and other duties and taxes payable;
- (b) all amounts incurred by us as a result of your default under these Terms, and the Rules, to settle or otherwise (including fail fees);
- (c) any default charge which we levy as a result of your default under these Terms, which is charged using the method and basis that we determine from time to time; and
- (d) interest on any overdue amounts, which is charged using the method and interest rate we determine from time to time.

12. SETTLEMENT

- (a) You agree to settle transactions prior to the settlement date shown on the Contract Note and to deliver to us funds to cover any payment for the acquisition of Securities and/or any instruments or documents of title for the disposition of securities. If you fail to deliver such documents to us by the date on the Contract Note, we may



acquire equivalent securities at your expense to make good your default. If no date or time is shown on the Contract note, it is 9.00 am (Suva time) on the third Business Day after execution of the transaction.

- (b) Subject to clause 13, unless otherwise agreed we will pay to you within 5 business days of the settlement date, the net proceeds of the sale of any securities; and
- (c) Unless otherwise agreed we will forward to your postal address by ordinary mail within 5 business days of their receipt any instruments or documents of title of any securities you have acquired.
- (d) Where we hold funds in our trust account we will, unless otherwise agreed, pay proceeds in accordance with your settlement instructions to you within in 5 business days of receiving your request.
- (e) Where we hold instruments or documents of title for securities we will return them to you within 5 business days of receiving your request.
- (f) Proceeds from the sale of securities and any other financial product not listed on the South Pacific Stock Exchange Limited will be paid to you within 5 business days of being received by us.

13. RIGHTS OVER YOUR FUNDS & SECURITIES

We are entitled to retain any securities or sums due to you pending payment of any sums due to us and to set off sums due to us against amounts that we hold for you in any account. If you fail to make payment to us we have a general lien over and power to sell or realise any securities we or a related body corporate hold for you.

14. FACSIMILE DOCUMENTS

If you provide documentation or instructions by way of facsimile, you agree to release FijiStock Brokers and its related companies from, and indemnify them against, all losses and liabilities arising from any payment made or action taken by FijiStock Brokers based on any documentation or instruction (even if not genuine) that is received and which bears a signature apparently yours or that of an authorised signatory.

You also agree that neither you nor anyone claiming through you has any claim against FijiStock Brokers and its related companies in relation to these payments or actions.

15. ELECTRONIC INSTRUCTIONS

You acknowledge and agree that FijiStock Brokers may in its absolute discretion refuse to accept instructions by way of e-mail or other electronic means. You also acknowledge that e-mail transmissions may be incomplete or delayed and FijiStock Brokers takes no responsibility for any errors or delays suffered as a result of sending e-mail instructions.

If you provide instructions by way of e-mail or other electronic means, you agree to release FijiStock Brokers and its related companies from, and indemnify them against, all losses and liabilities arising from any payment made, action taken or failure to act by FijiStock Brokers based on any instruction (even if not genuine) that is received from any e-mail or other electronic address, which you have identified to FijiStock Brokers as belonging to you or an authorised person.

You also agree that neither you or anyone claiming through you has any claim against FijiStock Brokers and its related companies in relation to these payments, actions or failures.

16. EXECUTION ONLY ACCOUNT

If your account is designated an execution only account, you acknowledge that:

- (a) we will not provide you with any legal, taxation, financial or accounting advice, or advice regarding the suitability or profitability of any securities or investment and we do not know your current financial situation, investment objectives or particular needs;
- (b) it is your responsibility to obtain investment advice from sources other than ourselves before making any investment decisions; and
- (c) we will have no liability with respect to the transactions (including any diminution in value) in or for your account and your investment decisions.

17. FINANCIAL ADVISER CLIENT

If you are a client of an other financial adviser, you acknowledge and agree that:

- (a) orders placed with us will be carried out on an execution only basis and we will not provide you with any Personal Advice or recommendations relating to the merits of any securities;
- (b) your financial adviser (not us) is responsible for giving Personal Advice to you in relation to the relevant financial product and your adviser is required to obtain information concerning your investment objectives, financial situation and particular needs to ensure that he or she has a reasonable basis for recommendations made to you;
- (c) any General Advice or recommendations provided by us will be made only to your financial adviser who will assess the suitability of any such advice or investment recommendations based on your investment objectives, financial situation and particular needs.



18. PAYMENTS OF REBATES

If you are a client of a financial adviser or you have been referred to us by another person; they may receive a benefit including a share of the brokerage arising from the transaction.

19. DISCLOSURE OF INTEREST

You acknowledge that we may execute Orders for you in circumstances where we or our associates:

- (a) hold a principal position or deal in the securities;
- (b) provide similar services to other persons in relation to the securities;
- (c) are allocated a sale or purchase of securities when we have an unexecuted Order on the same terms from you;
- (d) take the opposite position in a Transaction (including a crossing) either acting for another client or on our own account;
- (e) sponsor or underwrite a new issue involving the Securities;
- (f) have material price sensitive information relating to Securities where the individuals processing your Order are prevented from knowing or taking into account such information by reason of Chinese Walls; or
- (e) have a potential conflict of interest of which you are not aware and which we are unable to disclose to you.

20. PRIVACY RIGHTS

We will keep all your information confidential and will not disclose it without your consent except as required by law, as is necessary to execute your order or for credit reporting purposes. We may give certain personal information about you to a credit reporting agency.

This includes:

- (a) your identity details (your name, sex, date of birth, your current and previous addresses, your current or last known employer and your drivers licence);
- (b) the fact that you have applied for credit and the amount;
- (c) the fact that we are a credit provider to you;
- (d) payments overdue for at least 60 days, and for which collection action has commenced;
- (e) advice that payments are no longer overdue;
- (f) cheques drawn by you which have been dishonoured more than once;
- (g) in specified circumstances, that in our opinion you have committed a serious credit infringement; and
- (h) that the credit provided to you by us has been paid or otherwise discharged.

By entering into this agreement you acknowledge and agree that:

- (a) we have informed you that we may give certain personal information about you to a credit reporting agency;
- (b) in order to assess your application for personal credit, you agree to us obtaining a report about your commercial activities or commercial credit worthiness, from a business that provides information about the credit worthiness of persons; and
- (c) in order to assess your application for commercial credit, you agree to us obtaining from a credit reporting agency a credit report containing personal credit information about you in relation to commercial credit provided by us.

21. INDEMNITY

You indemnify us for all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses and any other amounts whatsoever arising out of any Order or transaction or any default by you under these Terms, or anything lawfully done by us in accordance with these Terms or at your request, or by reason of us complying with any direction, request or requirement of the Rules, or by any regulatory authority including the SPSE or an Other Exchange.

22. CURRENCY

All currency exchange risks in respect of your Transactions will be borne by you. Any conversion from one currency to another required to be made by us to perform or enforce any Transaction may be effected by us in the manner and at the time as we in our absolute discretion decide.

23. TERMINATION

Either party may terminate these Terms by notifying the other in writing of its intention and Termination will be effective on the date of receipt of the written notice. Termination of these Terms does not affect any rights or obligations that have accrued before that time. On Termination we will close out all open contracts unless you direct us to transfer the registration of the contracts to another party.

24. GOVERNING LAW

These Terms are governed by and construed in accordance with the law of the Republic of Fiji and the parties submit to the non-exclusive jurisdiction of the courts of the Republic of Fiji.

25. SEVERABILITY

Each part of these Terms is severable from the balance of these Terms and if any part of these Terms is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or enforceability of the balance of these Terms.

26. TIME OF ESSENCE

Time is of the essence with respect to these Terms.

27. COMPLAINTS

If you have a complaint about any of our financial services please contact us directly. If you are not satisfied with our response you may complain to the South Pacific Stock Exchange Limited.



