



ESTATE SALE Form

Estate Details

Estate of the Late _____

Care Of _____

(Solicitor / Executor)

Residential Address _____

Cannot be a PO Box

Suburb/Town _____

State _____

Postcode _____

Postal Address _____

Same as above

Suburb/Town _____

State _____

Postcode _____

Work _____

Home _____

Mobile _____

Fax _____

Email Address _____

Authorisation

Authorise _____

I/We authorise Suncorp Share Trade to sell at market price:

Stock Details

Stock Name	Quantity	Shareholder Reference Number

Signature(s) of Executor(s)

By signing below you acknowledge that you have read the Financial Services Guide detailing our fees and charges, and agree to be bound by the attached Terms and Conditions. A cheque will be made payable in the name of the Estate three trading days after your order(s) are completed.

_____ Date

_____ Date

_____ Date

_____ Date

Checklist

Before sending this form back to us, please make sure you include the following:

Estate Sale Form

Certified Copy of Probate

ID of Executors

Copy of holding or dividend statement(s)

Suncorp Share Trade*

Address

Level 44
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000

Phone 1300 156 299

Fax 02 8915 9484

Postal address

GPO Box 4490
Sydney NSW 2001

Email clientservices@sharetrade.com.au

Web sharetrade.com.au

To complete this form we require that you provide us with an appropriate form of identification. The ID requirements are; an original certified copy* of **TWO ITEMS from the list below with at least ONE item from category A**. We cannot accept a fax of a certified copy.

CATEGORY A

- Current **Photographic Driver's Licence**
- Current **Australian Passport** (or one which has expired within the last 2 years)
- Current **Foreign Passport** or similar travel document also containing your signature issued by a government, the UN or agency of the UN.
- Current **Proof of age card** issued by an Australian State/Territory (including 18+ Cards)

CATEGORY B

- Current **Driver's Licence** (without photo)
- **Birth Certificate/Extract** (Australian)
- **Citizenship Certificate** (Australian)
- A **notice issued by the Australian Taxation Office** within the last twelve months recording a debt payable to or by you under a Commonwealth taxation law (eg Tax Assessment Notice)
- A **utilities notice issued within the last 3 months by a local government or utilities provider** (eg. rates, electricity, telephone) which records the provision of services to you at your residential address.
- Current **Medicare card**
- Current **Australian financial institution debit or credit card**

***Certified copy:** means a document that has been certified as a true copy of an original document by one of the following persons:

- A Justice of the Peace
- An officer with two or more continuous years of service with one or more financial institution
- A person enrolled on the roll of the Supreme Court of a State or Territory, or the High Court, as a legal practitioner;
- An officer with, or authorised representative of, a holder of an Australian financial services licence, having two or more continuous years of service with one or more licensees
- A police officer
- A judge
- A magistrate
- A CEO of a Commonwealth court
- A registrar or deputy registrar of a court
- An agent of Australia Post in charge of supplying postal services
- A permanent employee of Australia Post (for at least two years) employed in an office
- A finance company officer with two or more continuous years of service with one or more finance companies
- A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with two or more years of continuous membership

In order for your ID to be accepted, it must be certified and the certifier is to state that the document is a certified copy of an original and then provide their details, such as: name, address, phone number and under what category of "certifier" they fall. We cannot accept a fax of a certified copy.

If you are unable to meet these ID requirements, please see our website at sharetrade.com.au
Alternatively, you can call our Client Services team on 1300 156 299

TERMS AND CONDITIONS – ESTATE SALE

By completing the front of this form (Form) and sending it to Suncorp Share Trade, you agree to the terms and conditions set out below.

1. Instructions and rules You instruct us to sell as your broker the financial products described in the Form in accordance with the instructions described in the Form. Any sale of financial products by us is subject to the Corporations Act and the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of the Australian Securities Exchange (ASX), Australian Clearing House Pty Ltd (ACH) and ASX Settlement and Transfer Corporation Pty Limited (ASTC) (together the Rules).

2. Acceptance and execution of instructions We are not bound to accept your instructions but, if we do, we will use our reasonable endeavours to execute them. We will not be responsible for delays or errors in the transmission or execution of your instructions (except to the extent that responsibility can not be excluded by law). We are not obliged to resubmit orders purged from any trading facility operated by ASX. You must not instruct us to submit an order to enter into a transaction which would breach or cause us to breach the Corporations Act, any other applicable laws or the Rules including, without limitation, any law or rules in relation to:

- (a) market manipulation, false trading, market rigging, fictitious transactions, wash trading or matching of orders;
- (b) insider trading;
- (c) short selling (including any requirement referred to in clause 3);
- (d) creating a disorderly market or otherwise prejudicing the integrity or efficiency of the market; or (e) misleading or deceptive conduct.

3. Short sales When you place a sell order with us, you must notify us that the sale is a long sale. CMC does not permit short selling cover under these terms and conditions.

4. Crossings If the sale transaction is effected as a crossing transaction under the rules of ASX, you consent to us charging you, and any client we may act for on the other side of the transaction, commission.

5. Confirmations If you have specified an email address in the Form, you authorise us to send any transaction confirmation to you to that email address. You acknowledge that any confirmation is subject to the Rules and the correction of errors and omissions. You must promptly check the accuracy of every confirmation received from us. You must immediately notify us if you become aware that there is an error in the confirmation. If we do not receive any such notification from you within 24 hours, you will be taken to have accepted the accuracy of the confirmation. We may, at any time, reissue a confirmation in order to correct any errors or omissions.

6. Our power to cancel a transaction We may request or agree to, and effect, the cancellation of, your order or any sale transaction without your consent in any of the following circumstances:

- (a) where we consider the cancellation appropriate, having regard to our obligation as a participant of ASX, ACH or ASTC or as the holder of an Australian financial services licence or the desirability of maintaining a fair and orderly market;
- (b) where ASX, ACH or ASTC requests or directs that the transaction be cancelled;
- (c) where the Rules require or contemplate that the transaction will be cancelled; and (d) where the financial products have been subject to a trading halt and you have not reconfirmed instructions. Your obligations in relation to the settlement of a transaction which is cancelled cease to apply in respect of that cancelled transaction from the time it is cancelled (whether or not we have given you a confirmation in respect of the affected transaction.)

7. ASX's power to cancel a transaction You acknowledge that ASX has a range of powers under the Rules including the power to cancel or amend a transaction. You agree not to make, and release us from any right you may have to make, any claim against us for any loss incurred or suffered by you which may arise in connection with the exercise by ASX of those powers (whether or not we have given you a confirmation in respect of the transaction).

8. Settlement You must provide all documents and security holder information (including your HIN or personal identification number and, if applicable, shareholder reference number) to us to enable us to settle the transaction on time. If you have appointed us as your CHESS Participant to hold financial products in CHESS, you irrevocably authorise us to apply any financial products held in your CHESS Holding with us to settle any ASX Transaction for the sale of those financial products. You will only be entitled to payment following settlement of the transaction. We are entitled to deduct our commission (and any amounts you owe under clause 9) from the proceeds of the transaction

before remitting the balance to you in accordance with your instructions on the Form. The amount of commission we charge for the transaction is set out in the Form and will also be set out in the transaction confirmation.

9. Failure to settle If you fail to settle a transaction, we may do one or more of the following:

- (a) pass on to you all costs incurred as a result of that failure;
- (b) in the case of a sale of financial products by you, buy-in any financial products sold (with you being fully responsible for any Loss in connection with such purchase) and recover any costs in so acting from you and you acknowledge and agree that we may be obliged to do so under the Rules if you fail to settle the sale or ensure that the sale is settled by the fifth Business Day after the relevant sale order was executed;
- (c) charge an administration fee or default charge to cover our costs; and
- (d) use our own shares or obtain shares from third parties and use those shares to settle the transaction.

10. Telephone recording of conversations You authorise us to record any telephone conversation between us, with or without an audible tone warning device. You agree that we may use such recordings for the purposes of monitoring compliance with your and our respective regulatory and contractual obligations, and resolving disputes. If there is a dispute between us and you, you have the right to listen to any recording of any conversation between us and you. Nothing in this document obliges us to keep a recording longer than 90 days.

11. Acknowledgments of our role You acknowledge that we provide an execution and settlement only service, and do not provide financial product advice. You acknowledge that:

- (a) any material or information made available or provided (whether in writing, electronically or orally) to you, has not been prepared taking into account or to take into account your particular investment objectives, financial situation or needs, is not personal financial product advice and is not suitable to be relied upon by you as personal advice;
- (b) it is your responsibility to obtain personal financial product advice before making any investment or trading decision; and
- (c) no warranty or representation is or has been made by or on behalf of us as to the current or future accuracy, completeness or currency of that material or information.

12. Your representations and warranties You represent and warrant at the time you complete the Form and at all times up until settlement of the relevant transaction that: (a) you have read and understood all documentation provided by us to you in relation to the services provided by us including, without limitation, any Financial Services Guide;

- (b) you are not a person with whom we are not lawfully entitled to deal pursuant to any statute, law, rule or regulation and that all dealings by you with us or requested to be done by us on your behalf are and will be lawful;
- (c) all information supplied on the Form or otherwise to us is true, complete and accurate in all respects; and
- (d) you are authorised to give us the instructions in the Form.

13. Our representations and warranties Apart from any warranties and representations responsibilities which are implied by law and cannot be excluded, we make no warranties or representations in relation to any service or information provided or made available to you.

14. Indemnity To the fullest extent permitted by law, you release, discharge and indemnify and agree to keep us and our respective officers, employees, agents and representatives indemnified from and against all sums of money, actions, proceedings, suits, claims, demands, losses and any other amounts whatsoever arising out of:

- (a) any default, whether by your act or omission under this Agreement or your order or single transaction (including a ASX transaction);
- (b) any breach by you of any applicable law including the Corporations Act and the Rules;
- (c) any representation or warranty made or given by you under this document proving to be untrue or incorrect;
- (d) any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you or by any employee, agent, consultant or servant of you;
- (e) any failure of any of your computer or electronic systems or networks to perform, be available or successfully transmit data to us, or any error or inadequacy in the data or information input onto such systems or networks by you;

TERMS AND CONDITIONS – ESTATE SALE (continued)

- (f) anything lawfully done by us in accordance with, pursuant or incidental to this document;
- (g) any instruction, request or direction given by you;
- (h) by reason of us complying with any direction, request or requirement of the Rules or the Corporations Act or of ASIC, ASX, ACH or ASTC or any other regulatory body having jurisdiction over us; or
- (i) arising from and in connection with or in any way related to us in good faith accepting and acting on instructions received by facsimile transmission which are signed by or purported to be signed by you.

15. **Termination** You acknowledge that this document relates to instructions by you to enter into a single transaction only and terminates when our settlement obligations to each other relating to the transaction have been settled. Each indemnity in this document survives the termination of this document.

16. **Governing law** This document is governed by the laws of the State of New South Wales and you submit to the jurisdiction of the Courts of that State in relation to any claim or dispute arising out of the performance of this document.
