# International trade application



Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945

(	! Important info	ormation						
		•	Manager/International Trade	Banking.				
	Please tick (✓) the appropriate box							
	Application fo	or new Online Internati	onal Trade service (complete	all sections)				
	Amendment required for existing Online International Trade service (complete Section 1 and 6(b) and only such other sections relevant to the change(s) you require).							
	Application fo	or new International Tr	ade service (complete all sect	ions except Section 3)				
	Amendment f change(s) you	-	al Trade service (complete Se	ctions 1 and 6(b) and on	ly such other s	ections relevant to the		
Se	ction 1 – Customer d	etails						
l/We	hereby apply to become	e a user of 'Internation	al Trade Online system'/amen	d my existing service.				
Full n	ame of Business as per	Operating Agreement	(company, society, association	n partnership or trust)		Date		
Tradi	ng as			CIF Key (Ba	ank use only)			
ABN/	ACN		Contact name					
Princ	ipal place of business/r	egistered office (addres	ss including suburb and state, PO E	ox not acceptable)				
Sub	urb		State	Postcode	de Country			
Posta	al address		Please t	ick (✓) if postal address	is same as abo	ove		
Sub	urb		State	Postcode	Coun	try		
Conta	act number	Email						
We re		count/additional accou	red ('Nominated Accounts' ints as listed below and in the e available.			outhorise the Bank  Account number		
1				30-				
2				30-				
3				30-				
4				30-				
5				30-				
6				30-				
7				30-				
8				30-				

# Section 3 – Approval (must be signed by authorised signatories)

The standard payment limit for Online International <sup>•</sup>	Trade is AUD 50,000.00	(or the foreign currency eq	uivalent) per transaction.	If you would like to
apply for, or change, a customised limit, please ente	r the amount here:			

## Section 4 – User(s)/Additional User(s) for Online International Trade

Each Authorisation User acknowle (see <b>Section 6</b> ).	dges and agrees that they have	e read, understan	d and accept the Bank's Priv	acy Statement	and Consent
User 1					
Existing/Add/Delete Title	Full legal name (given name)	ame, middle name,	family name, no initials)		
Also known as		Occupation			te of birth
Full residential address (PO Box, RM	1B and Locked Bag addresses are n	ot acceptable)			
Suburb		State	Postcode	Country	
Postal address (If not the same as re	sidential address)				
Suburb		State	Postcode	Country	
Contact number (preference mobile)		Email			
Signature	1	ounts is the User an authoris om <b>Section 2</b> e.g. 1, 2 and 7)		Access Input Authorisation	
CIF Key (Bank use only)  User 2  Existing/Add/Delete Title	Full legal name (given n	ame, middle name,	family name, no initials)		
Also known as		Occupation		Da	te of birth
Full residential address (PO Box, RM	1B and Locked Bag addresses are n	ot acceptable)			
Suburb		State	Postcode	Country	
Postal address (If not the same as re	sidential address)			,	
Suburb		State	Postcode	Country	
Contact number (preference mobile)		Email			
Signature  Signature	1	ounts is the User an authoris om <b>Section 2</b> e.g. 1, 2 and 7)		Access Input Authorisation	
CIF Key (Bank use only)					

### Section 4 – User(s)/Additional User(s) for Online International Trade continued

	Occupation		Date of birth
ull residential address (PO Box, RMB and Locked Bag addresse	es are not acceptable)		
Suburb	State	Postcode	Country
Postal address (If not the same as residential address)			
Suburb	State	Postcode	Country
Contact number (preference mobile)	Email		
Signature		ounts is the User an authoom <b>Section 2</b> e.g. 1, 2 and	7) Input
CIF Key (Bank use only)			Authorisation
Existing/Add/Delete Title Full legal name (c	given name, middle name, Occupation	family name, no initials)	Date of birth
Full residential address (PO Box, RMB and Locked Bag addresse	es are not acceptable)		
Suburb	State	Postcode	Country
Postal address (If not the same as residential address)			
Ostal address (il flot the same as residential address)			
Suburb	State	Postcode	Country
Suburb	State Email	Postcode	Country
Suburb  Contact number (preference mobile)	Email On which acco	Postcode  Dounts is the User an author  Dom <b>Section 2</b> e.g. 1, 2 and	rised Access
Suburb Contact number (preference mobile) Signature	Email On which acco	ounts is the User an autho	rised Access 7) Input
Suburb Contact number (preference mobile) Signature	Email On which acco	ounts is the User an autho	rised Access 7) Input
Suburb  Contact number (preference mobile)  Signature	Email On which according signatory? (from	ounts is the User an autho om <b>Section 2</b> e.g. 1, 2 and	rised Access 7) Input
Suburb  Contact number (preference mobile)  Signature  CIF Key (Bank use only)	Email On which according signatory? (from	ounts is the User an autho om <b>Section 2</b> e.g. 1, 2 and	rised Access 7) Input

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# Section 5a – Signing Authority for International Trade Transactions The Head of International Trade Bankwest 300 Murray St Perth, WA 6000. Date Signing Authority for International Trade Transactions revokes any previous signing authority for international trade transactions and directs Bankwest to accept on its behalf, instructions from the person/s whose name/s and signature/s appear below who are authorised to act as its authorised representative/s: Authorised officers Full legal name (given name, middle name, family name, no initials) Specimen signature Full legal name (given name, middle name, family name, no initials) Full legal name (given name, middle name, family name, no initials) Full legal name (given name, middle name, family name, no initials) Please tick ( $\checkmark$ ) the appropriate box Each of the above Authorised Officers Any two or more of the above Authorised Officers are authorised to act as its representatives and to sign documents for the following types of international trade transactions: Sign and accept Bills of Exchange; - Lodge and/or sign for receipt of shipping documents; - Establish or amend Import Documentary Letters of Credit; Accept any document discrepancies related to Trade Transactions; - Provide instructions for disposal of inward funds; Provide instructions for outward payments; Requests in respect of Trade Finance facilities (e.g. Import Trade Advances for Documentary Letters of Credit or Import/Export Collections); Arrange and accept exchange rates; Arrange and accept interest rates; Enter into International Bank Guarantee's (e.g. Performance Bonds and Bid Bonds) and/or Standby Letter of Credit facilities. Section 5b - Power of Attorney - Bills of Exchange/Promissory Notes Drawn Under Import Documentary Collections - Request to Act on Directions by Facsimile or Electronic Transmission This document is dated the day of by of

#### Section 5b - Power of Attorney continued

#### Power of Attorney

This Power of Attorney applies to bills of exchange drawn on the Customer and/or promissory notes which the Customer is required to execute under an import documentary collection held by Bank of Western Australia ("the Bank").

The Customer hereby appoints every officer of the Bank authorised by the Bank from time to time for such purpose ("the Authorised Signatories") to accept bills of exchange drawn on the Customer and/or sign promissory notes which the Customer is required to execute under any import documentary collection on receiving the Customer's written direction signed by any one or more of the Customer's officers whose names and signatures appear in the Schedule below.

This Power of Attorney hereby granted shall be exercised under hand by any two of the Authorised Signatories. The Customer agrees to indemnify the Authorised Signatories and each of them and the Bank against all costs, charges, expenses and losses which the Authorised Signatories or any of them or the Bank may incur in or in respect of the execution of the powers hereby conferred on the Authorised Signatories.

Each of the Authorised Signatories may exercise or concur in exercising all powers conferred on them despite any of the Authorised Signatories having or possibly having a direct or indirect personal interest in the mode or result of exercising that power or possibly benefiting either directly or indirectly as a result of the exercise of their power.

#### Request to act on directions by facsimile or electronic transmission

The Customer requests the Authorised Signatories to act on directions from time to time forwarded by the Customer to the Bank by way of facsimile or electronic transmission.

The Customer acknowledges that the Bank shall not in any way be liable to any party in the event of the falsity, inaccuracy, insufficiency or forgery of or in any instructions pursuant to any actual or purported facsimile or electronic transmission or the failure by the Bank to enquire as to whether the facsimile or electronic transmission has been accurately given or received for any cause whatsoever, or as to whether it has been given or sent by an authorised person.

#### Schedule

sign a promissory note.
Signature
X
X

In Witness whereof the Customer has executed this Power of Attorney as a deed on the date and year above.

Who can execute this Power of Attorney:

- Sole Trader Principal/Owner of business to sign
- Sole Director Company Sole director/secretary to sign
- Company Two directors or a director and a company secretary to sign
- Partnership All partners to sign or as set out in the Partnership Agreement
- Trusts All individual trustees to sign, where trustee(s) is/are company(ies), two directors or a director and secretary of each
- Clubs, Society or Association The chairman/president and the secretary or treasurer.

In the event that there are multiple entities all relevant parties pertaining to that entity must sign. If the Customer is a company, trust, partnership or sole trader, this Power of Attorney must be completed and signed in accordance with existing banking authorities.

Full legal name	Title (i.e. Director/Secretary)	
		×
Full legal name	Title (i.e. Director/Secretary)	
		×
Full legal name	Title (i.e. Director/Secretary)	
		×
Full legal name	Title (i.e. Director/Secretary)	
		X

#### Section 5c - Online Telegraphic Transfers Terms and Conditions

#### General

- Bankwest may use other institutions to make payments to beneficiaries. Bankwest may receive a commission from the other institutions. If you have provided Bankwest with instructions to send payments via a specific intermediary institution, Bankwest is under no obligation to accept these instructions and may send payments to receiving accounts via some other route in accordance with Bankwest processes.
- 2. The time taken for a payment to reach the beneficiary account depends on the banking systems of the countries or other institutions through which the payment is made and the provision of correct and complete beneficiary information. A payment sent overseas to a major financial centre or to a destination in North America, the United Kingdom or Western Europe will normally be received by the beneficiary within one week. Other overseas destinations may take much longer, and is beyond the control of Bankwest.
- 3. Bankwest will accept the return of your payment if the payment is refused for any reason. A returned payment will be credited to your account from which the payment was originally debited (unless you instruct Bankwest to credit another Bankwest account you hold that is in the same currency of the originally debited account). If a returned payment requires a currency conversion to convert the returned payment to the currency of the originally debited account, Bankwest will do so using Bankwest's applicable foreign exchange rate on the day the returned payment is credited to your account. Bankwest will not be liable for any loss or damage incurred or suffered as a result of or in connection with a returned payment or any currency conversion.
- 4. The payment will be made to the beneficiary account number you provide. The receiving institution may not check that the beneficiary's name you provide matches the beneficiary account number you provide. It is therefore essential that you check that the beneficiary account number you provide is correct. Neither Bankwest nor any other institution is liable for any loss resulting from errors in the beneficiary account number you provide.
- 5. If you want to amend or recall a payment you have requested, please contact Bankwest via Online International Trade, using the correspondence function. However, if we have already processed your payment request, the payment cannot be recalled unless the beneficiary first authorises their financial institution to facilitate the recall. Please note Bankwest fees and beneficiary bank fees will apply to make amendments, send a trace or to recall a payment.
- 6. To the extent permitted by law, Bankwest will not be liable for any loss or damage (including loss or damage arising due to variations in foreign exchange rates) directly or indirectly resulting from:
  - a. delays in Bankwest making the payment, where it was reasonable for Bankwest to make such delays;
  - b. delays in any other institution making the payment;
  - c. any act or omission of any other institution; or
  - d. Bankwest acting on these instructions.

Bankwest's maximum liability to you in relation to a payment, including for any negligent act or omission of Bankwest, is the amount of the payment.

#### **Details of Transaction**

7. Bankwest may contact you to discuss details of your transactions where Bankwest suspects suspicious behaviour, a hoax or a scam. Bankwest may decline to process your transaction if Bankwest believes in good faith that processing the transaction may cause you or Bankwest to lose money, e.g. a fraudulent transaction or scam. Bankwest will provide you with notice of the decision to decline a transaction where it is able to do so. Bankwest will not be liable for any loss or damages incurred or suffered where it has refused to process a transaction in good faith.

#### Fees and charges

- 8. Details of the Bankwest fees and charges that apply to the payment are set out in the fee schedule (if applicable) and the 'Your Guide to Banking Fees' brochure which you can obtain from our website, www.bankwest.com.au or by calling 1800 650 111. Information on standard fees and charges is available on request. The fees charged by Bankwest do not cover any charges that may be made by other institutions. Clause 9 below explains how fees charged by other institutions will be paid.
- Other institutions may charge a fee for making payments to a beneficiary. If other institutions charge a fee, they will deduct their fee from the payment (so the beneficiary will receive a lesser amount than your original request at Bankwest to remit). The amount of fees imposed by other institutions is beyond Bankwest's control and is subject to the rates set by those other institutions (which may vary between countries). Bankwest is not liable for the fees and charges made by other institutions or for or damage arising from those fees and charges. However, where an international transfer is made in foreign currency, Bankwest will absorb fees imposed by other institutions for handling the international transfer - with the exception of fees (if any) charged directly to the beneficiary's account by the beneficiary's financial institution. Where an International Transfer is made in AUD, Bankwest will not absorb fees imposed by other financial institutions involved in the transfer (Note - Bankwest cannot provide an estimate of the amount of such fees). As noted above, fees may also be charged directly to the overseas account by the beneficiary's financial institution.

#### **Anti-money laundering**

- Bankwest may delay, block, freeze or refuse to make a payment where Bankwest has reasonable grounds to believe that making the payment may breach Australian law or the law of any other country.
- You will provide any additional information Bankwest reasonably requires to comply with Australian law or the law of any other country.
- 12. In order to make this payment, personal information relating to individuals named in this form may be processed for the purposes of:
  - complying with applicable laws, including without limitation anti-money laundering and anti-terrorism laws and regulations; and
  - b. fighting crime and terrorism, including disclosure to any government entity, regulatory authority or to any other person we reasonably think necessary for those purposes. This may mean that personal information will be transferred overseas to countries that are not subject to privacy obligations equivalent to those which apply within Australia. You agree to the processing and transfer of your personal information in this way and confirm you are authorised to instruct us to process and transfer personal information relating to other individuals named on this form.

#### **Banking Code of Practice**

- The Banking Code of Practice (the Code) applies to this service where you are an individual or small business (as defined in the Code).
- 14. Bankwest has available general descriptive information about its banking services including account opening procedures, Bankwest's obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing Bankwest when you are in financial difficulty and the advisability of you reading the terms and conditions applying to a banking service from Bankwest. This information is set out in the document 'Banking Services Rights and Obligations', which you can obtain from our website www.bankwest.com.au or by calling 1800 650 111.

# By signing this form, you agree to the terms and conditions above and warrant that the information you provide is true and correct. Full legal name Title (i.e. Director/Secretary) Full legal name Title (i.e. Director/Secretary) Full legal name Title (i.e. Director/Secretary)

#### Section 6a - Privacy Statement and Consent

Section 5d - Acknowledgement

This Statement explains how Bankwest, Commonwealth Bank of Australia ("CBA") and subsidiaries of CBA ("we" or "us") collect, use and disclose personal information and send communications about products and services.

Personal information is information about, and which identifies an individual (such as name and contact details). Your personal information includes information about who you are and your interactions with us such as transactions on your account. It may also include information about you that is publicly available, for example from public registers or made available through social media. When you give us personal information about another person, you represent that you are authorised to do so and agree to inform that person of the contents of this Statement as it relates to them.

In addition to the Privacy Act, individuals located in the European Union (EU) may also have rights under EU based rules known as the General Data Protection Regulation (GDPR). The GDPR has harmonised the data privacy laws of each individual EU country, giving more rights to individuals located in the EU and more obligations to organisations holding their personal information.

Details of additional rights of individuals located in the EU and how we meet them are outlined in Appendix 1 of the Privacy Policy.

#### Purposes for which we collect and use personal information

We collect your information because we are required to identify you in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act. You are not required to provide your Tax File Number. However, if we do not collect your Tax File Number as permitted by the *Taxation Administration Act 1953 and the Income Tax Assessment Act 1936*, we may be required to withhold amounts from you and remit them to the Australian Taxation Office.

We also collect your personal information to assess and process an application for any product or service that you make or for which you are a signatory, for internal processes including risk management and pricing; to administer our relationship with you; to meet our obligations in relation to external payment systems, Government bodies and funding arrangements; to identify and (unless you tell us not to) tell you about products that may interest you, and to comply with regulatory requirements.

If you use our website or online applications we may collect information about your location or activity (including whether you have accessed third party sites) to customise your experience.

The information we collect about you may also include sensitive information such as information about your health where we collect it to provide you with a specific product or service.

#### **Exchange of personal information**

We may exchange personal information about you with: our related bodies corporate, other persons to verify that it is correct (eg with your employer); assignees, agents, contractors and external advisers; organisations for verifying your identity; your agents, advisers, referees, executors, administrators, trustees, beneficiaries (if you are a trustee), guardians or attorneys; law enforcement, regulatory and Government bodies; anyone who introduces you to us; reward program providers, third parties providing fraud detection services, your franchisor; payment system operators; your and our insurers or prospective insurers and their underwriters; any person we consider necessary to execute your instructions; broker groups and broker industry associations; other organisations for the supply of services and (unless you tell us not to) marketing of products; other persons where this is permitted by law; persons with whom you make a joint application for a product or service with us; any financial institution to or from which a payment is made in relation to any account you have or operate; your current and prospective co-borrowers, current and prospective signatories participants or transferees in a securitisation or other funding scheme (including ratings agencies), or persons considering purchasing or who purchase or manage loans and their advisers; financial institutions, and debt collecting agencies.

In some cases, these persons or organisations may disclose your personal information for the purposes of any relationship they have with you or performing functions in relation to you.

#### Verifying your identity using a credit reporting body (CRB)

In order to verify your identity, we may provide your name, residential address and date of birth to a CRB, which may use that information and corresponding information in credit information files of individuals to prepare and provide an assessment of whether your information matches information on a credit information file held by that CRB.

You agree to us requesting an assessment and providing your personal information for such an assessment.

#### Transfer of personal information overseas

Sometimes it may be necessary to send your information overseas – for example, where we outsource functions overseas or to related bodies corporate; where we need to complete a transaction on your behalf or where this is required by laws and regulations in Australia or in another country. These countries include, but are not limited to, New Zealand, United Kingdom, USA and Ireland. See our Privacy Policy for more information.

#### Section 6a – Privacy Statement and Consent continued

#### Marketing

Unless you tell us not to, you consent to us using your personal information (including information collected from others) to advertise or promote products, services, or business or investment opportunities we think may interest you.

You can ask us not to contact you and not to disclose your information to others for that purpose, by calling **13 17 19**.

Otherwise, you consent to us contacting you for that purpose, including by:

- contacting you by telephone or writing to you; and
- sending commercial electronic messages to any electronic address which you provide until you withdraw your consent or unsubscribe.

#### Access to your personal information, contacting us and contacting you

This Statement should be read in conjunction with the Privacy Policy on our website at www.bankwest.com.au or by calling **13 17 19.** 

You have rights to access your personal information from us, to request us to correct the information, and to make a complaint to us about a breach of your privacy rights in relation to the information. The Privacy Policy includes further information about how you may do this.

#### Consent

By signing this statement, you agree to its terms and you consent and agree to us collecting, using, exchanging and transferring overseas, your personal information as described and as set out in our Privacy Policy.

If you do not provide the above consent (other than the marketing consent), we will not be able to provide you with banking services (such as accounts).

#### Section 6b – Acceptance and Acknowledgement (to be signed by the customer)

Who can approve and sign this application:

- Sole Trader Principal/Owner of business to sign
- Sole Director Company Sole director/secretary to sign
- Company Two directors or a director and a company secretary to sign
- Partnership All partners to sign or as set out in the Partnership Agreement
- Trusts All individual trustees to sign, where trustee(s) is/are company(ies), two directors or a director and secretary of each
- Clubs, Society or Association The chairman/president and the secretary or treasurer.

I/We have read, understand and accept the Bank's Privacy Statement and Consent (refer Section 6a), the Banks Online Telegraphic Transfer Terms and Conditions (refer Section 5c) and confirm the Signing Authority for International Trade Transactions in Section 5d.

I/We agree that the Bank may satisfy any requirement under the ePayments Code (if applicable), to provide information in writing, by way of electronic communication as authorised by that Code until I/we advise the Bank otherwise. Please note, if the Customer is a company, trust, partnership, or sole trader, this Acceptance and Acknowledgement must be completed and signed in accordance with existing banking authorities.

Full legal name	Title (i.e. Director/Secretary)	
		×
Full legal name	Title (i.e. Director/Secretary)	
		X
Full legal name	Title (i.e. Director/Secretary)	
		×

# Bank use only Compliance statements - I certify that I have: All Authorisation Users listed in Section 4 are authorised signatories on the accounts they will have access to. Residential addresses have been provided for all Authorisation Users in Section 4. All business address screens have been checked and updated in HOST/CBS. Completed/Checked that customer identification is held for each Authorisation User. Application form, including the CIF keys, completed and signed in accordance with existing banking authorities. AML/KYC checks complete. KYC refresh complete if required. Staff member's signature Staff member name Staff number Date Checked by: Business manager's signature Staff number Business Manager name Date Once checklist has been completed and authorised by the relevant ITB Manager, please forward to the OBB Support Team. Email: OBBSupport@bankwest.com.au 1300 886 636 Fax: