

CommBiz TradeXchange Application

Section 1 – General details

Company information

Company name

Registered business address

State

Postcode

Key contact name

Telephone number

Facsimile number

Email address

Select the service you require Import Export Both

I/We apply for the CommBiz TradeXchange service and agree to the CommBiz TradeXchange Terms and Conditions and the CommBiz Product Information and Terms and Conditions.

We authorise the Bank to:

- allow any Administrator to administer entitlements required for authorised users to be able to carry out transactions or give the Bank Instructions through CommBiz TradeXchange;
- carry out transactions pursuant to electronic instructions apparently given by any authorised user until I/we notify the Bank in writing that the authorised user's authority has been revoked;
- allow any other person authorised by any Administrator to have electronic access to my/our information available through CommBiz TradeXchange.

Executed as an Agreement:

Executed by

ACN

by being signed by those persons who are authorised under its constitution to sign for the company.

Full given name (Director)

Full residential address (PO Box is not acceptable)

State

Postcode

Signature

Date

Full given name (Director/Company secretary)

Full residential address (PO Box is not acceptable)

State

Postcode

Signature

Date

For and on behalf of Commonwealth Bank of Australia in the presence of:

Signature of Authorised officer

Date

Name of witness

Witness signature

Date

Export Site Setting

Only complete this section if you have selected 'Export' or 'Both' as the service you require		
Approval level	<input type="checkbox"/> Single approval <input type="checkbox"/> Dual approval <input type="checkbox"/> Dual control	
Transfer	<input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed	
Collection	<input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed	
Email notification	<input type="checkbox"/> Required <input type="checkbox"/> Not required	
▶ If required, please fill in email addresses below		
	Message type	<input type="checkbox"/> All <input type="checkbox"/> only
	Message type	<input type="checkbox"/> All <input type="checkbox"/> only
	Message type	<input type="checkbox"/> All <input type="checkbox"/> only
	Message type	<input type="checkbox"/> All <input type="checkbox"/> only
	Message type	<input type="checkbox"/> All <input type="checkbox"/> only

Import Site Setting

Only complete this section if you have selected 'Import' or 'Both' as the service you require	
Approval level	<input type="checkbox"/> Single approval <input type="checkbox"/> Dual approval <input type="checkbox"/> Dual control
Relay site =	Commonwealth Bank Australia
Client reference number	<input type="checkbox"/> Automatic creation required <input type="checkbox"/> Automatic creation not required
Electronic document download email notification	<input type="checkbox"/> Required <input type="checkbox"/> Not required
▶ If required, please fill in email addresses below	
Email	
Email	
Email	
Relay reject email	<input type="checkbox"/> Required <input type="checkbox"/> Not required
▶ If required, please fill in email addresses below	
Email	
Email	
Email	

▶ Form continued next page

Section 2 – User privileges/maintenance request

For the users who have approve, reject or system admin access are required to be identified to AML/CTF standards.

I/We understand and acknowledge that the law requires signatories to provide true and correct information and state all the names by which they are commonly known. I also understand that the law prohibits the use of false names, as well as the giving, use or production of false or misleading information or documents in connection with the provision of financial services and the making, possession or use of a false document in connection with an identification procedure.

I/We declare that the details as shown on this form are complete and correct.

If you do not have a Commonwealth Bank account please provide your identification.

User 1

Are you an existing customer of the Commonwealth Bank? Yes No

▶ if 'yes' please provide us with your account details

Title Surname Full given name(s)

Other names known by (if any) Date of birth

Full residential address (PO Box is not acceptable)

CommBiz User ID (If you are an existing CommBiz client, your User ID is located at the top right hand side of your CommBiz home page)

User access required View Transact Authorise System management

Signature Date

User 2

Are you an existing customer of the Commonwealth Bank? Yes No

▶ if 'yes' please provide us with your account details

Title Surname Full given name(s)

Other names known by (if any) Date of birth

Full residential address (PO Box is not acceptable)

CommBiz User ID (If you are an existing CommBiz client, your User ID is located at the top right hand side of your CommBiz home page)

User access required View Transact Authorise System management

Signature Date

Section 2 – User privileges/maintenance request (continued)

User 3

Are you an existing customer of the Commonwealth Bank? Yes No

▶ if 'yes' please provide us with your account details BSB Account number

Title Surname Full given name(s)

Other names known by (if any) Date of birth

Full residential address (PO Box is not acceptable)

 State Postcode Country

CommBiz User ID (If you are an existing CommBiz client, your User ID is located at the top right hand side of your CommBiz home page)
 C B I Z

User access required View Transact Authorise System management

Signature Date

User 4

Are you an existing customer of the Commonwealth Bank? Yes No

▶ if 'yes' please provide us with your account details BSB Account number

Title Surname Full given name(s)

Other names known by (if any) Date of birth

Full residential address (PO Box is not acceptable)

 State Postcode Country

CommBiz User ID (If you are an existing CommBiz client, your User ID is located at the top right hand side of your CommBiz home page)
 C B I Z

User access required View Transact Authorise System management

Signature Date

User 5

Are you an existing customer of the Commonwealth Bank? Yes No

▶ if 'yes' please provide us with your account details BSB Account number

Title Surname Full given name(s)

Other names known by (if any) Date of birth

Full residential address (PO Box is not acceptable)

 State Postcode Country

CommBiz User ID (If you are an existing CommBiz client, your User ID is located at the top right hand side of your CommBiz home page)
 C B I Z

User access required View Transact Authorise System management

Signature Date

Section 2 – User privileges/maintenance request (continued)

User 6

Are you an existing customer of the Commonwealth Bank? Yes No

▶ if 'yes' please provide us with your account details BSB Account number

Title Surname Full given name(s)

Other names known by (if any) Date of birth

Full residential address (PO Box is not acceptable)

 State Postcode Country

CommBiz User ID (If you are an existing CommBiz client, your User ID is located at the top right hand side of your CommBiz home page)
 C B I Z

User access required View Transact Authorise System management

Signature Date

User 7

Are you an existing customer of the Commonwealth Bank? Yes No

▶ if 'yes' please provide us with your account details BSB Account number

Title Surname Full given name(s)

Other names known by (if any) Date of birth

Full residential address (PO Box is not acceptable)

 State Postcode Country

CommBiz User ID (If you are an existing CommBiz client, your User ID is located at the top right hand side of your CommBiz home page)
 C B I Z

User access required View Transact Authorise System management

Signature Date

User 8

Are you an existing customer of the Commonwealth Bank? Yes No

▶ if 'yes' please provide us with your account details BSB Account number

Title Surname Full given name(s)

Other names known by (if any) Date of birth

Full residential address (PO Box is not acceptable)

 State Postcode Country

CommBiz User ID (If you are an existing CommBiz client, your User ID is located at the top right hand side of your CommBiz home page)
 C B I Z

User access required View Transact Authorise System management

Signature Date

For internal use only

CBA RM

Submission date

Wachovia RM

Submission date

For APSPA use only

Eximbills CUBK ID

Eximbills Cyber Control File Flag

Eximbills CyberXport Cyber ID

Eximbills CyberView Cyber ID

Creation date

Section 3 – Bank use only

Identification users: Please speak to your Relationship Manager or visit the closest branch for identification.

User 1

Document type	Document number	Name on document	Place of issue	Issue date	Expiry date

For existing bank client Commonwealth Bank account confirmed valid and not stopped

Verification has been performed for the customer

Full name, **and** Date of birth, **or** Residential Address

User 2

Document type	Document number	Name on document	Place of issue	Issue date	Expiry date

For existing bank client Commonwealth Bank account confirmed valid and not stopped

Verification has been performed for the customer

Full name, **and** Date of birth, **or** Residential Address

User 3

Document type	Document number	Name on document	Place of issue	Issue date	Expiry date

For existing bank client Commonwealth Bank account confirmed valid and not stopped

Verification has been performed for the customer

Full name, **and** Date of birth, **or** Residential Address

User 4

Document type	Document number	Name on document	Place of issue	Issue date	Expiry date

For existing bank client Commonwealth Bank account confirmed valid and not stopped

Verification has been performed for the customer

Full name, **and** Date of birth, **or** Residential Address

User 5

Document type	Document number	Name on document	Place of issue	Issue date	Expiry date

For existing bank client Commonwealth Bank account confirmed valid and not stopped

Verification has been performed for the customer

Full name, **and** Date of birth, **or** Residential Address

Section 3 – Bank use only (continued)

User 6

Document type	Document number	Name on document	Place of issue	Issue date	Expiry date

For existing bank client Commonwealth Bank account confirmed valid and not stopped
 Verification has been performed for the customer

Full name, **and** Date of birth, **or** Residential Address

User 7

Document type	Document number	Name on document	Place of issue	Issue date	Expiry date

For existing bank client Commonwealth Bank account confirmed valid and not stopped
 Verification has been performed for the customer

Full name, **and** Date of birth, **or** Residential Address

User 8

Document type	Document number	Name on document	Place of issue	Issue date	Expiry date

For existing bank client Commonwealth Bank account confirmed valid and not stopped
 Verification has been performed for the customer

Full name, **and** Date of birth, **or** Residential Address

CommBiz TradeXchange Special Terms and Conditions

Terms and conditions

1. About these CommBiz TradeXchange Terms and Conditions

These special terms and conditions along with the CommBiz terms and conditions, the Application Form and the CommBiz TradeXchange user instructions (together, the “CommBiz TradeXchange Terms and Conditions”) govern our CommBiz TradeXchange service. They do not include terms and conditions that apply by operation of the law.

1.1 General

These special terms and conditions are to be read in conjunction with the CommBiz Terms and Conditions. Words or expressions which have a defined meaning in the CommBiz Terms and Conditions have the same meaning in these special terms and conditions unless altered by these special terms and conditions.

In applying the CommBiz Terms and Conditions to the CommBiz TradeXchange service, words or expressions that have defined meaning in these special terms and conditions have the same meaning in the CommBiz Terms and Conditions. If these special terms and conditions are consistent with the CommBiz Terms and Conditions both apply but if and to the extent they are inconsistent, these special terms and conditions prevail.

1.2 Definitions

agreement

The agreement as defined in Clause 1.3 of these Terms and Conditions.

application form

The CommBiz TradeXchange Application Form which you sign in order to enter into this Agreement.

authorised user

The person who you nominate in the Application Form or who is subsequently nominated by the Administrator as having the authority to access and operate CommBiz TradeXchange or to give us instructions.

beneficiary

The final recipient of funds upon settlement as indicated by

you in your instructions. You and the beneficiary may be the same person.

business day

A day on which banks are open for business in each of the centres applicable to the currencies being transacted, for example, for a GBP/AUD FX transaction, banks in Sydney and London must be open for business.

collection instrument

Any international trade instrument commonly referred to as documentary collection, export collection or import collection governed by the Uniform Rules for Collections published by the International Chamber of Commerce as amended from time to time.

credit instrument

Any international trade instrument commonly referred to as documentary credit, or letter of credit is governed by the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce as amended from time to time – but excludes standby letters of credit.

fees

The fees specified in the CommBiz TradeXchange Fee Schedule and the CommBiz Fee Schedule both posted from time to time on the CommBiz site (as varied in accordance with this agreement and the CommBiz Terms and Conditions).

fee account

The account nominated in the CommBiz TradeXchange Application Form or such other account as you and we may agree to be debited with fees.

inquiry

Any inquiry using CommBiz whereby you obtain information in relation to an account or transaction or information relating to CommBiz TradeXchange.

instructions

Instructions given to us using CommBiz in accordance with the CommBiz TradeXchange user instructions which

a) in the case of *credit instruments* includes;

- I. application for issuance
 - II. request for amendment
 - III. request for transfer
 - IV. advice of acceptance, rejection or disposal of documents
 - V. payment authorisation
 - VI. request for finance
 - VII. lodgement authority
- b) in the case of *collection instruments* includes;
- I. initiation
 - II. request for amendment
 - III. advice of acceptance, rejection or disposal of documents
 - IV. payment authorisation
 - V. request for tracing
 - VI. request for noting or protesting
 - VII. request for finance
 - VIII. lodgement authority

proscribed person

a person who appears to us to either to be:

- proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);
- in breach of the laws of any jurisdiction relating to money-laundering or counter-terrorism;
- a person with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- acting on behalf of, or for the benefit of, a person referred to in (a-c) above.

security identification

all log-on identity, passwords, security tokens and any other devices or encryption numbers used from time to time to access CommBiz TradeXchange.

CommBiz TradeXchange

The CommBiz TradeXchange service accessed using CommBiz to obtain and direct the issue by us and collection by us of credit instruments and collection instruments.

CommBiz TradeXchange Authority

The CommBiz TradeXchange Authority, and any additional CommBiz TradeXchange Authority, signed by you or your authorised representative appointing Authorisers or varying Authorisers or the electronic method of operation.

CommBiz TradeXchange user instructions

The procedures detailed on the CommBiz site relating to CommBiz TradeXchange.

user

Person who has the authority to log into CommBiz to perform or view transactions relating to CommBiz TradeXchange.

user entitlements

The authority of the authorised user to use CommBiz site in connection with CommBiz TradeXchange as advised to us by you or the administrator from time to time in the form approved by us.

'you', 'your' and 'yours'

You, the contracting party, and where the context requires, includes any person using your security identification to access or use CommBiz TradeXchange.

1.3 Single agreement

The agreement between us which governs CommBiz TradeXchange including transactions and inquiries consists of the CommBiz TradeXchange Application Form which includes user entitlements (as applicable) and any subsequent additional or replacement CommBiz TradeXchange client entitlements and user entitlements form(s) signed by you and the CommBiz TradeXchange Terms and Conditions. It is subject to the terms and conditions which apply to any facility you have with us for the issue, collection or negotiation of credit instruments or collection instruments or both, including a trade finance facility.

1.4 Writing requirement

These special terms and conditions and fees and charges may be varied in accordance with 17.3 of the CommBiz terms and conditions. Except for any variation pursuant to 17.3 of the CommBiz terms and conditions any variation to the agreement must be in writing and signed by both parties.

1.5 Transactions and inquiries

Each transaction and inquiry is subject to the CommBiz TradeXchange user instructions, and if there is any inconsistency between the CommBiz general Terms and Conditions or these special terms and conditions and the CommBiz TradeXchange user instructions, the latter shall prevail.

2. Commencement and duration

2.1 Acceptance of Application

The agreement will commence on the day that we accept your CommBiz TradeXchange Application and the CommBiz TradeXchange Authority, or as otherwise agreed, and continues in force until terminated pursuant to Clause 17.8 of the CommBiz terms and conditions.

2.2 Delay for checking

We may delay providing you with access to CommBiz TradeXchange until you have provided us with all necessary information to properly identify you and all authorised users and we have carried out any necessary verification check(s).

3. Access

3.1 Access to CommBiz TradeXchange

We will provide you with access through CommBiz to CommBiz TradeXchange at such times and in such manner as we may display via the CommBiz Channel Messages. We will be entitled to vary these access hours from time to time. We will not be responsible for access outside these hours or for difficulties in access caused by matters beyond our reasonable control.

3.2 Security identification

We will provide you with the security identification but you will be responsible for protecting your Security Identification/passwords.

3.3 Your obligation

You must ensure that the procedures outlined in the CommBiz TradeXchange user instructions are correctly followed for all your transactions. You must further ensure that all information you input into CommBiz TradeXchange is correct before you provide your instructions. We are not liable for any failure on your part either to follow such procedures correctly or to input correct information into CommBiz TradeXchange. You must ensure that only authorised users use your security identification.

You are responsible for providing and maintaining the required equipment and all such other equipment, telecommunications links, software and facilities required to operate CommBiz TradeXchange.

You are also responsible for providing suitably skilled staff to operate and maintain the required equipment and any software that is used by you in connection with CommBiz TradeXchange. You should back up all data once it is received from us.

3.4 Your representations

Each time you give us instructions, carry out a transaction or add an authorised user you represent the name of individual persons given to us are true and correct and you acknowledge that the law prohibits the use of false names, the giving, use or production of false and misleading information or documents in connection with the provision of financial services and the making, possession or use of a false document in connection with identification procedures.

3.5 Further information

When we ask you, you must give us any information or documents which we may reasonably require for us to comply with any applicable laws relating to sanctions, anti-money laundering or counter-terrorism financing, including (without limitation) laws imposing "know your customer" or other identification requirements.

4. Fees**4.1 Payment**

Any fee listed in the Fee Schedule or under your Trade Finance Facility agreement must be paid by either the date specified in that schedule or facility or such other date notified by us.

You authorise us to debit your fees account or any other account that you hold with us with the fee on the date of the agreement, or if specified, the date(s) set out in the Fee Schedule.

All fees are charged in Australian dollars. You must nominate an Australian dollar bank account to which fees may be charged. You cannot nominate a foreign currency account nor a Cash Deposit Account or Cash relationship Account as your fees account.

If you choose to pay your fees by debiting an account held with another financial institution, you must complete and sign a Direct Debit Request Form.

4.2 Charges by overseas banks

If you instruct us to make a payment to an overseas beneficiary, the processing of the payment will be subject to fees and charges imposed by the overseas banks involved in the transaction, in addition to any fees and charges imposed by us. There may be more than one overseas bank involved, each of which may seek reimbursement for its services. We will instruct the overseas banks to deduct their fees from the payment. Where such fees and charges are deducted, you must assume that the beneficiary will receive a lower amount than the amount sent. If for whatever reason the overseas bank fails to observe these instructions, you will reimburse us for any fees or charges which an overseas bank may separately levy against us.

5. Your security**5.1 Security**

- a) You must keep secure and protected from unauthorised use all security identification. To prevent unauthorised access we recommend that you log out of CommBiz when you have completed your transactions or inquiries and that you have firewalls or other security precautions in place. Unless you take adequate security precautions, it may be possible, while you are logged into CommBiz, for a computer hacker or other unauthorised user to gain access to CommBiz TradeXchange and give us instructions or view your transaction details. You will be liable for any financial loss that may occur due to inadequate security precautions.
- b) We strongly recommend that you implement and use sound information systems management processes appropriate to your systems environment. Examples of suitable processes are standards such as AS/NZS 4444 Parts 1 and 2, and BS7799. These standards recommend processes such as an information security policy, data and system integrity, anti-virus measures, individual user identifiers, passwords for every user which are changed on a regular basis, audit records of all user activity, and system security reviews are implemented and followed.

5.2 Security identification

We will give you Security Identification and will enable you to access CommBiz in order to perform transactions and view transactions in connection with CommBiz TradeXchange. We grant to you the non-exclusive and non-transferable right to use the CommBiz TradeXchange module of CommBiz.

5.3 Reliance on security identification

Once we provide security identification to you, we will not be obliged in any circumstances to inquire whether an act or transaction done using that security identification in connection with CommBiz TradeXchange is a proper act in accord with your authority. You must tell us as soon as possible of the loss or theft of a record of any of your security identification or if you suspect that any of your Security Identification have become known to someone else.

5.4 Changes to passwords

You must change passwords frequently and at irregular intervals

5.5 Changes to authorised users/Administrator(s)

You must notify us immediately if you wish to add to or change the authorised user. We will be entitled to act on a written notification (in a form provided by us) signed by the security administrator. If you wish to change the security administrator, you must provide us with your written notification (in a form provided by us) signed by you in the same or similar manner as you signed the agreement.

5.6 Unauthorised access

You must notify us immediately if you become aware of any access to your security identification by unauthorised persons, or any suspected unauthorised access to CommBiz or CommBiz TradeXchange.

6. Receiving instructions and acceptances**6.1 Instructions**

We are not obliged to accept your instructions but subject to you complying with this agreement and the terms of your account or facility with us, we will use our reasonable endeavours to do so, provided that the instructions comply with the CommBiz TradeXchange user instructions. We may refuse to accept an instruction or acceptance if it is from an authorized user whose user entitlement does not authorize him/her to enter into the transaction or if we know or suspect that the instruction or acceptance is not from an authorised user.

6.2 Acknowledgments

When we accept your instructions we will send you our acknowledgment. We may withdraw our acknowledgment at any time before we receive your acceptance.

6.3 Acceptances

You must provide your acceptance within the time specified in the CommBiz TradeXchange user instructions or in our acknowledgment. You and we are bound from the time we receive your acceptance. By you sending your acceptance, you irrevocably authorise us to carry out all aspects of the transaction. In particular, you irrevocably authorise us to debit your account in accordance with those instructions.

6.4 Deemed authority

You agree that:

- a) we are authorised to act upon all instructions and acceptances using your security identification;
- b) we are authorised to provide information through CommBiz in connection with CommBiz TradeXchange to you and to anyone using your security identification;
- c) we are authorised to treat any act or transaction effected through CommBiz in connection with CommBiz TradeXchange by the use of your security identification as an act or transaction which is undertaken with your authority without us being required to verify your authority in any case;
- d) we are not required to check the accuracy of any instructions, acceptances, notifications or requests; and
- e) in consideration of us so acting, you release us from all actions, suits, proceedings, claims, costs and demands that may be made, brought or incurred by or against us arising from any unauthorised or incorrect instructions or acceptances using your access codes.

6.5 Incorrect information

If we quote you information in relation to your account or a transaction, or a proposed transaction, or in an acknowledgment which is clearly incorrect, you must notify us of the error and you shall not seek to enter into a transaction based on that information. If you enter into a transaction based on that incorrect information, upon becoming aware of that error we may immediately reverse the transaction and make corresponding correcting entries to your accounts. You must notify us promptly, but in any event no later than 7 calendar days, of any error or defect in any information appearing on CommBiz TradeXchange relating to your transactions including any credit instrument that you requested be issued or amended not being so issued or amended. We will not be responsible for any errors not reported

within this time.

6.6 currency of information

Information about any credit instrument, collection instrument or any other product using CommBiz TradeXchange will only be current as at the end of previous business day

7. Credit instruments and collection instruments

7.1 Each credit instrument or request for amendment to a credit instrument will be subject to the Uniform Customs and Practice for Documentary Credits and Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits published by the International Chamber of Commerce as amended from time to time and in force at the date of issuance of the credit instrument.

7.2 Each collection instrument or request for amendment to a collection instrument will be subject to the Uniform Rules for Collections published by the International Chamber of Commerce as amended from time to time and in force at the date of issuance of the collection instrument.

7.3 You undertake to provide sufficient funds to meet the amount of drafts or drawings or any other payments under a credit instrument or collection instrument together with all costs, commissions, charges, including charges applied or deducted by the collecting, presenting or reimbursing banks, and interest for any period by which the date of payment by us or our correspondent bank precedes the date of your payment to us. You indemnify us against all claims and liabilities which may arise in connection with any credit instrument or collection instrument issued by us as a result of instructions given using your security identification.

7.4 You authorise us at any time after the issue of the credit instrument whether before or after we have made payments to debit your account with sums sufficient to meet all liabilities under the credit instrument including costs, commissions, bank charges and interest.

7.5 You agree that if any draft or drawing or other payment in respect of a credit instrument is drawn in a foreign currency, you will pay the equivalent in Australian currency at our selling rate of exchange on the day of payment by you unless, the foreign currency has already been provided on your behalf in an account with us and is applied towards such draft or drawing or other payment; or you have arranged foreign exchange cover with us and you have notified us of the foreign exchange cover and we have accepted such cover as adequate.

7.6 You acknowledge that any variation in the amount payable by you under the credit instrument arising from currency fluctuations will be at your entire risk. You also agree to pay us any loss we may incur due to any moratorium or currency restriction that may be imposed in the country of payment.

7.7 You agree that should insurance be on the basis of 'Insurance Arranged by Applicant', you will insure the goods in a manner satisfactory to us and you undertake to produce to us evidence of insurance if required.

7.8 You authorise us to retain as security the relative documents and goods by way of pledge and in the event of payment not being made by you as aforesaid you authorise us to sell by public auction or private treaty, dispose of or otherwise deal with the relative goods as we may think fit and to collect any amounts due to or become due under the insurance policies. You undertake to pay on demand the amount of any deficiency on any sale or Insurance together with all usual commission, and all costs, charges and expenses incurred by us in connection therewith or otherwise.

7.9 You agree that, notwithstanding any contrary instruction by you, we may at our discretion direct a credit instrument to our correspondent bank for advice or negotiation or other action.

7.10 We are free to choose the presenting bank in respect of a collection instrument unless you specifically instruct us to choose a particular bank.

7.11 You authorise us to forward original documents by courier and to use both Telex cable and SWIFT to communicate with our correspondent banks. You are to pay us all courier fees and our costs for such communications.

7.12 In the event that any of the relative goods (or part thereof) or any of the documents representing the goods (or part thereof) are **either**: delivered by us to you (or any person authorised to receive such goods or documents on your behalf), **or** received by you (or any person authorised to receive such goods or documents on your behalf) direct from the beneficiary or any overseas bank pursuant to the terms of the credit instrument, before you have fully paid and discharged the obligations and liabilities to pay us, you agree that:

- a) you will receive such goods/documents for us and hold the same and any proceeds from the sale thereof for us or at our discretion;
- b) you will fully insure such goods against such risks as we may reasonably require and hold the proceeds of any claim on any such policy in trust for us;
- c) you will keep each transaction separate from any other;
- d) we may at any time take possession of and receive such goods or proceeds wherever the same may be

7.13 If we agree to you directly forwarding a collection instrument to an overseas bank for collection you:

- a) must direct that the proceeds of the collection instrument be paid to your account with us;
- b) may not assign, charge or otherwise deal with your rights in respect of the collection instrument or the proceeds; We will at your request and expense use reasonable endeavours to follow up and trace the payment due under collection instrument. At any time by notice to you, we may terminate any arrangement for you to forward collection instruments for collection in the future. Any such termination will not affect your liability to us in respect of collection instruments forwarded by you for collection.

8. Power of attorney

If required to carry out your instructions in relation to a credit instrument or collection instrument, each employee or officer of ours may (and, if they do, they are irrevocably appointed your attorney to do so) sign, endorse, negotiate, present or otherwise deal with the credit instruments or collection instruments, or documents required to pay, settle or complete that credit instrument or collection instrument. Each employee acting as your attorney may do so even if it involves a conflict of duty or they or us have a personal interest in doing so.

9. Cash cover

This clause applies if we are entitled to require you to provide cash cover in respect of a credit instrument. If you deposit, or instruct us to transfer, funds to an account of yours ("cash cover account") to be security for payment of money which we may be called on to pay or which we may pay under a credit instrument, so long as our liability under the credit instrument continues, you shall not be entitled to require payment of all or any part of those funds and you irrevocably authorise us at our discretion to apply all or part of the funds as may be necessary towards payment of any monies which we may pay or be called to pay under that credit instrument. You acknowledge that any variation in the Australian dollar equivalent of the collection instrument is your responsibility and we may require you to increase the amount deposited in that cash cover account.

10. Termination or suspension

In addition to our rights under clause 13.8 of the CommBiz terms and conditions we may immediately terminate this Agreement or suspend your access to and use of CommBiz TradeXchange if you or an authorised user appears to us to be a proscribed person.