

Dealer Group Registration Form

By completing this form,

- OneVue Wealth Services Limited ABN 70 120 380 627, AFSL No. 308868 (“Platform Provider”), will provide You, Your Adviser and Clients the Secure Online Portal and the Products.

The following documents must be provided with this Dealer Group Registration Form (the “Form”):

- A copy of the Dealer Group’s current AFSL (Note: the Platform Provider requires a copy of your complete AFSL which includes all license conditions which were issued to you by ASIC in the form of ASIC Pro-Forma 209.)

Please complete this form using **BLACK INK** and **CAPITAL** letters.

1. Dealer Group details

Full company name

Australian Financial Services Licence (AFSL)

Australian Business Number (ABN)

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Primary contact

Title

First Name

Surname

Position/Title

Direct office number

Mobile

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Email

Secondary contact

Title

First Name

Surname

Position/Title

Direct office number

Mobile

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Email

Street address

Town or suburb

State

Postcode

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Postal address (if different to street address)

Town or suburb

State

Postcode

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2. Dealer Group nominated bank account details

Bank / Institution

Account name

BSB

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Account number

Official email address

Note: Adviser Fee statements will be sent to this email address.

3. Dealer Group declaration

- ▶ I/We declare that the information provided in this Form is true and correct.
- ▶ I/We accept access to and use of the Secure Online Portal and the Products on the terms and conditions contained in this Form (note the Form includes the Dealer Group Agreement set out in Section 5).
- ▶ I/We hold all licences and authorisations, including an AFSL, as are necessary to perform its obligations under this Form.
- ▶ I/We have read, understood and agree to be bound by the Agreement set out in Section 5 of this Form.
- ▶ In the case of company signatories, two directors or a director and company secretary must sign unless the company is a sole director and sole secretary.

Authorised Signature – Dealer Group representative

Date

Please print name

Authorised Signature – Dealer Group representative

Date

Please print name

4. Promoter acknowledgement

By signing this Form, the Promoter acknowledges and agrees that:

- ▶ it authorises and consents to the Platform Provider in providing access to the Secure Online Portal and the Products to the Dealer Group, the Dealer Group’s Advisers and Clients,
- ▶ it has read, understood and agrees to be bound by the Agreement set out in Section 5 of this Form, and
- ▶ in the case of company signatories, two directors or a director and company secretary must sign unless the company is a sole director and sole secretary or authorised signatories have otherwise been appointed.

Signature – **Promoter’s** representative

Date

Please print name

Signature – **Promoter’s** representative

Date

Please print name

5. Dealer Group Agreement (the "Agreement")

By signing this Form, the Dealer Group and the Promoter agree to enter into this Agreement with the Platform Provider on the following terms and conditions.

1. Supply of the Secure Online Portal and the Products

The Promoter consents to and authorises the Platform Provider to grant the access and the rights to use the Secure Online Portal and the Products to Dealer Group, Advisers and the Clients on the terms set out in this Agreement.

2. Term

This Dealer Group Agreement will commence on the Commencement Date and will continue until the Termination Date unless terminated earlier pursuant to clause 9 of this Agreement.

3. Right to reject

The Platform Provider has the right to reject Your application to register with the Platform Provider as a Dealer Group on its sole discretion.

4. Promoter's Duties and Responsibilities

Promoter must:

- a) Make available Disclosure Documents prepared by the Platform Provider.
- b) Subject to the Platform Provider's consent, cause the Platform Providers to provide the Dealer Group with training on the use of the Products and Administration Services from time to time. The scope and fees of the training shall be agreed separately between the Promoter and the Platform Provider.
- c) Provide the Dealer Group with all reasonable assistance that are conducive to the Dealer Group effectively using, marketing and promoting the Products,
- d) Notify the Platform Provider in writing of material changes which the Platform Provider must make to the Disclosure Documents.
- e) Use reasonable care and skill to keep all Data and Confidential Information confidential and use its reasonable endeavours to ensure that its employees, agents and contractors comply with the requirements of any Privacy Laws that may apply to the Data and Confidential Information.
- f) Comply with DDO Obligation as set out in the relevant Promoter Agreement between the Promoter and the Platform Provider, or if not, as set out in clause 5(m) in this Agreement.

5. Dealer Group Duties and Responsibilities

You must:

- a) Not place an Instruction to acquire any Products or other investments or assets available through the Products, if You or Adviser becomes aware that:

- o a material change has occurred to the information in the Disclosure Documents,
 - o the relevant Disclosure Documents do not comply with the Regulatory Requirements or contain a material statement which is untrue or misleading, or
 - o placing an Instruction may result in a breach of Your DDO Obligations.
- b) Obtain and forward to the Clients any and all notices, correspondence and other printed material from the issuer of any investment included in a Client's Portfolio deemed by the Platform Provider to be required to be received by the Client for the purposes of information or action in relation to their investments as set out in the relevant Disclosure Documents.
 - c) Acquire, dispose of, or exercise any rights or entitlements, or any other actions required to be undertaken by the Client (including corporate actions) in relation to the Products and any investment on or to be taken on to the Products and forward to the Platform Provider any and all documents relating to actions (including corporate actions) that are deemed by the Platform Provider as necessary for the ongoing administration of the Client's Portfolio.
 - d) Keep and ensure Advisers and Your employees, agents and contractors keep confidential all Data and Confidential Information in respect of Clients given to Your or Advisers by the Promoter and the Platform Provider.
 - e) Comply with and ensure that Your Advisers and Your employees, agents and contractors comply with the requirements of any Privacy Laws that may apply to the Data and Confidential Information in respect of Clients given to You or Advisers by the Promoter and the Platform Provider.
 - f) Advise the Client of any material breach by the Client of the terms and conditions of the Disclosure Documents.
 - g) Advise the Client of any breach by You or Advisers of the terms and conditions of the Disclosure Documents.
 - h) Notify the Promoter and the Platform Provider:
 - o if You become aware of a suspected or actual breach by You, Advisers or the Clients of the terms and conditions of Disclosure Documents or any Regulatory Requirements,
 - o where reasonable, if You or any of Advisers are under investigation by ASIC for misconduct or failure to comply with Regulatory Requirements, and

Return by post to: Allan Gray | PO Box R1926, Royal Exchange NSW 1225 | clientservices@allangray.com.au | allangray.com.au

- if You or any of Advisers ceases to hold an AFSL or authorisation which permits You or Advisers to advise Clients on, arrange or deal in any of the Products.
- i) Not do anything that does or could cause the Promoter or the Platform Provider to be in breach of any applicable Regulatory Requirements or its obligations to Advisers or Clients or terms and conditions of this Agreement.
- j) Undertake that:
 - every Instruction given to the Platform Provider in connection with any of the Products will be authorised by the relevant Client and evidenced by written instructions to the Platform Provider, and
 - You will retain all written Instructions for at least 7 years and, You will, on request by Promote or the Platform Provider, provide them with a copy of the written Instructions.
- k) Acknowledge and agree that the Promoter and the Platform Provider:
 - is reasonably entitled to rely on an Instruction without any obligation to check its accuracy or correctness or whether or not it is genuine,
 - is not liable for acting on any Instructions which appear to conform to the formats prescribed by Promoter, the Platform Provider or any Third Party Service Provider, and
 - is not liable for rejecting or requiring further information on any Instruction which contains any error or ambiguity.
- l) Acknowledge and agree the Platform Provider is entitled to make reasonable inquiries of You and Your Adviser's compliance with the Regulatory Requirements and terms and conditions of this Agreement and how You and Advisers ensure compliance with the Regulatory Requirements and terms and conditions of this Agreement.
- m) Read and understand the DDO Legislation and acknowledge that You are a distributor under the DDO Legislation in relation to the Products under this Agreement:
 - comply with, and do all things necessary to meet its obligations under the DDO Legislation as a distributor of the Products which includes but, not limited to having robust product governance arrangements,
 - do all things necessary to assist the Platform Provider to monitor, supervise, implement and comply with the Platform Provider's obligations under the DDO Legislation,
 - provide the Platform Provider with any information in such form which such level of details as requested by the Platform Provider or required under the DDO Legislation from time to time,
 - notify the Platform Provider where it becomes aware or has a reason to believe that there is a significant dealing in the Product that is not consistent with the Product's target market determination in any event within 10 business days after becoming aware, and
 - collect information that are relevant to distribution of the Product and any complaints in relation thereto, and provide such information to the Platform Provider, and
 - keep records of Distribution Information in relation to the Products for up to seven (7) years.
- n) Promptly provide to the Platform Provider all copies of Advice Fee Consents you receive from your Advisers, and any documents or correspondence received in respect of renewal, withdrawal or otherwise any amendment to any Advice Fee Consent as provided by your Advisers.
- o) You must not use Data to market any other product to your Clients or pass any Data to any other parties without relevant Clients' prior written consent. If the relationship between You and Adviser ceases you must destroy all relevant Data except as required under Regulatory Requirements, or with the written consent of that Client.
- p) You consent to the Platform Provider passing on information about you (including, without limitation, your name, mailing address and payment details) ("**Dealer Group Information**") to the Platform Provider's Related Bodies Corporate and, where relevant, External Suppliers, within or outside of Australia to the extent necessary and relevant for the provision of the Secure Online Portal and the Products.
- q) You consent to the Platform Provider passing on Dealer Group Information and information in relation to funds the Clients are invested in, which includes the number of Clients invested in a fund and the level of FUM per fund ("**Fund Information**") to fund managers the Platform Provider partners with within or outside of Australia ("**Fund Managers**"). Fund Information does not contain any Data. The Platform Provider shall ensure Fund Managers comply with all applicable requirements of the Privacy Laws before providing them with Fund Information.

6. Access to the Secure Online Portal and the Products

Neither the Promoter nor the Platform Provider will be responsible for any failure to provide access to the Secure Online Portal or the Products if such failure is caused by factors beyond Promoter’s or the Platform Providers or any Third Party Service Provider’s reasonable control including but not limited to:

- a) an Emergency,
- b) a Planned Outage,
- c) a failure or malfunction with You, Adviser’s or the Client’s property, computer equipment, computer software or power supply to its premises,
- d) an act or omission by You or a person under Your direction or control,
- e) a Force Majeure Event,
- f) a failure or malfunction of an internet connection in relation to the online access to the Secure Online Portal,
- g) unauthorised or illegal access by any party or person to any part of the system providing online access to the Platform and/or the Products and Administration Services including hacking and virus dissemination other than by any employee, agent or contractor of Promoter and the Platform Provider, and
- h) a requirement imposed upon the Promoter or the Platform Provider by any government agency.

7. Client Fees

- a) You acknowledge and agree that the Client Fees or retail fees the Platform Provider may charge Clients to use or invest in the Products are set out in the Disclosure Documents.
- b) The Platform Provider may from time to time vary the Client Fees or retail fees charged for the Secure Online Portal and Products in accordance with Regulatory Requirements.
- c) Unless indicated otherwise in the Agreement, the fees, costs and expenses payable to the Promoter, the Platform Provider and any External Suppliers or any other company pursuant to this Agreement have been agreed on a GST inclusive basis.
- d) If a supply made by one party (the supplier) to the other (the Recipient) under this Agreement is subject to GST (and is not quoted on an inclusive basis), the Recipient agrees to pay the suppliers an additional amount equal to the amount of the payment for the supply multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.
- e) The parties intend to use recipient created tax invoices (RCTI) in relation to the supplies made under or in connection with this Agreement. To this end,

- o the Platform Provider may issue tax invoices in respect of the supplies,
 - o You will not issue tax invoices in respect of the supplies,
 - o You acknowledge that you are registered for GST at the date of this agreement and will inform the Suppliers if you cease to be registered for GST,
 - o the parties each acknowledges that they are registered for GST at the date of this agreement and will inform You if either of them ceases to be registered for GST,
 - o the RCTIs will be issued at the same time as the fees and other charges is paid or is payable by the Suppliers as the case maybe, and
 - o all fees and costs are inclusive of GST unless expressly stated otherwise. Where an RITC can be claimed, it will be retained as an expense recovery.
- f) For the purpose of this Agreement, GST, Recipient Created Tax Invoice, supplier, recipient, registered, supplies and taxable supplies have the same meanings as in the GST Act.

8. Representations and Warranties

- a) Each party represents and warrants to the other that it has the power to enter into and perform its obligations under this Agreement, and has accepted the terms and conditions and duly executed this Agreement.
- b) Dealer Group represents and warrants to the Promote and the Platform Provider throughout the Term of this Agreement that:
 - o it holds all such licences and authorisations, including an AFSL, as are necessary to perform Your obligations under this Agreement,
 - o it will use reasonable endeavours to ensure that each of Adviser, employee, or Authorised Representative hold all licences and authorisations as are necessary to provide financial product advice for and to deal in the Products,
 - o it will, at all times throughout the Term of this Agreement, effect and maintain at its expense a professional indemnity insurance policy applicable to You in accordance with the Regulatory Requirements,
 - o it acknowledges that it has used its own skill and judgement in selecting the Products and neither Promoter nor the Platform Provider warrants that the Products are suitable for the Dealer Group, the Advisers and the Clients,
 - o the Dealer Group acknowledges and agrees to comply with all terms and conditions as set out in this Agreement, and

- the Dealer Group acknowledges and agrees that the Platform Provider:
 - will rely on the Advice Fee Consent provided by Advisers, and unless otherwise expressly agreed by the Platform Provider and the Promoter (as applicable), the Promoter and the Platform Provider have no responsibility to evaluate or verify the Advice Fee Consent,
 - is not responsible for any delay or errors in providing the Products or access to the Secure Online Portal arising from or in connection with the failure by your Advisers to provide the Advice Fee Consent,
 - bears no responsibility or liability for any delay in the performance of any Client Instructions or processing or withholding payments of any Clients' fees to you as a result of your or your Adviser's failure to provide to us the Advice Fee Consent or any Renewed Consent,
 - may cease offering the Secure Online Portal and the Products to you should there be any reasonable grounds to believe that a distribution of the Products through the Promoter would result in distribution being inconsistent with the Product's target market determination, and
 - nor the Promoter warrants that You, Your Advisers or the Clients' use of or access to the Secure Online Portal and the provision of the Products will, except as expressly provided for in this Agreement, meet a certain standard, operate free of errors, delays or without interruption.
 - c) The Platform Provider represents and warrants to the Dealer Group throughout the Term of this Agreement that:
 - the Platform Provide holds all such licences, including an AFSL and authorisations as are necessary to perform its obligations under this Agreement, and
 - the Platform Provider will at all times throughout the Term effect and maintain at our expense professional indemnity insurance policy applicable in accordance with the Regulatory Requirements.
 - d) The Promoter represents and warrants to the Platform Provider and the Dealer Group throughout the Term that:
 - it holds all such licences, including an AFSL, and authorities as are necessary to perform its obligations under this Agreement,
 - at all times throughout the term of this Agreement it will supply or cause the Platform Provider and any Third Party Service Provider to supply You, Your Advisers and the Clients access to the Platform and the Products and Administration Services, and
 - it will at all times throughout the Term of this Agreement effect and maintain at its expense a professional indemnity insurance policy in accordance with the Regulatory Requirements.
- 9. Termination**
- a) You may terminate this Agreement by giving notice to Promoter and the Platform Provider if:
 - Promoter, or Platform Provider breaches any material term of this Agreement, and fails to remedy that breach within 30 days after receiving notice requiring it to do so,
 - Promoter or Platform Provider attempts to assign or assign any right under this Agreement otherwise than in accordance with this Agreement, or
 - any event referred to in the paragraph (c) of this clause 9 happens to Promoter or the Platform Provider (whether or not notified).
 - b) The Promoter or the Platform Provider may terminate this Agreement by giving notice to You if:
 - You fail to pay any amount due under this Agreement to Promoter or the Platform Provider and fail to remedy that breach within 14 days after receiving notice requiring it to do so,
 - You breach any material term of this Agreement, and fail to remedy that breach within 30 days after receiving notice requiring it to do so,
 - You attempt to assign or assign any rights under this Agreement otherwise than in accordance with this Agreement,
 - any event referred to in the paragraph (d) of this Clause 9 happens to You (whether or not notified), or
 - the agreement between the Promoter and the Platform Provider has expired or been terminated.
 - c) Each Party (first Party) must notify the other if:
 - any step is taken to enter into any arrangement between the first Party and its creditors,
 - the first Party ceases to carry on business, or
 - any step is taken to appoint an administrator, a receiver, receiver and manager, a liquidator, a provisional liquidator or other like person of part or the whole of the first Party's assets, operations or business.

- d) The Dealer Group may terminate this Agreement by giving 90 days' written notice to the Promoter and the Platform Provider.
- e) The Promoter or the Platform Provider may terminate this Agreement by giving 30 days' written notice to the Dealer Group.
- f) On expiry or termination of this Agreement for any reason:
 - o each Party must return to the other Party all confidential information in its possession, custody or control, and
 - o the Client Fees continue to be payable to the Platform Provider while monies remain owing in connection with the Secure Online Portal and the Products.
- c) You shall release, discharge and indemnify the Platform Provider and the Promoter against all liabilities that are suffered by you and your Clients in respect of the use or inability to transact or use the Secure Online Portal and the Products and how you treat Client Information provided to you by the Platform Provider.
- d) The Platform Provider and the Promoter shall not be liable for any form of Consequential Losses arising out of or in connection with this Agreement whether arising in contract, tort (including negligence), statute or otherwise.
- e) Except for the express conditions and warranties given under this Agreement, neither Promoter nor the Platform Provider gives any representation, warranty, condition, or undertaking, express or implied, whether implied by statute, general law or otherwise, as to the condition, quality, performance, merchantability or fitness for purpose of the Secure Online Portal and the Products provided pursuant to this Agreement, and each of Promoter and the Platform Provider expressly exclude from this Agreement all such representations, warranties, conditions and undertakings.

10. Intellectual Property Rights

You acknowledge and agree that:

- a) You will not at any time own any proprietary rights and Intellectual Property Rights in the Products and the Secure Online Portal and the Platform Provider's proprietary software and systems used to operate the Secure Online Portal.
- b) Nothing contained in this Agreement transfers ownership of any such Intellectual Property Rights to You.

11. Indemnity and Limitation of Liability

- a) To the extent permitted under the Regulatory Requirements, the Promoter and the Platform Provider's total maximum aggregate liability under this Agreement:
 - o in connection with the Platform Provider and the Promoter's breach of its confidentiality and privacy obligation will not exceed \$1,000,000 in aggregate in any contract year, and
 - o in connection with any other liabilities, except where expressly excluded in this Agreement, shall not exceed all Adjusted Client Fees collected by and actually paid to the Platform Provider by or on behalf of you and your Clients in the 12 months period immediately prior to the date of the cause of action arose.
- b) You shall indemnify the Platform Provider and the Promoter against all losses, costs and expenses which are incurred through the negligence, fraud or dishonesty of You and Your employees, agents or contractors and against any liability which may be suffered or incurred by the Platform Provider or the Promoter arising out of any breach by you of this Agreement or any Disclosure Documents issued in connection with the Secure Online Portal and the Products.
- f) Notwithstanding any other provision of this Agreement, nothing in this Agreement excludes, restricts or modifies:
 - o any condition or warranty implied in this Agreement under the Regulatory Requirements, or
 - o any right expressly granted under relevant Regulatory Requirements or causes any part of this Agreement to be void.
- g) To the extent that any relevant Regulatory Requirements permit, each Promoter and the Platform Provider to limit their respective liability for breach of any such condition or warranty implied in this Agreement by relevant legislation, Promoter and the Platform Provider limit our respective liability to the extent permitted under the Regulatory Requirement. All provisions of this Agreement are to be read subject to this clause.
- h) You may not commence any claim or proceedings against either Promoter or the Platform Provider for any liability under or in connection with this Agreement after the expiration of two (2) years after the date on which the circumstances giving rise to that liability arose.
- i) This clause states the entire liability, however arising, of the Promoter and the Platform Provider to You, Your Advisers and the Clients under or in connection with this Agreement, whether in contract, tort (including negligence), statute or otherwise.

12. Confidentiality and Privacy

- a) Each party may only use Confidential Information of the other party as necessary for the purpose of this Agreement and only disclose Confidential Information where expressly permitted by the disclosing party or as required by Regulatory Requirements.
- b) Each Party must comply with all Privacy Laws applicable to such party.

13. General

Assignment

No Party may assign or novate, or attempt to assign novate, any right arising out of this Agreement, or this Agreement, without the other Party’s written approval, which approval that Party may withhold in its absolute discretion or give subject to satisfaction of one or more conditions.

Notices

- a) A Party giving notice or notifying under this Agreement must do so in writing:
 - o directed to the recipient’s address specified in this Agreement or as altered by any notice, and
 - o hand delivered or sent by prepaid post or email to that address.
- b) A notice given in accordance with this clause is taken to be received:
 - o if hand delivered, on delivery,
 - o if sent by prepaid post, 7 days after the date of posting, or
 - o if sent by email the day it is sent (or if that day is not a Business Day, on the next Business Day).

Severability

Any clause or provision of this Agreement that is found to be prohibited, unlawful, unenforceable void or illegal will be severed from this Agreement and will not affect the enforceability of the remaining terms of this Agreement.

Governing law

This Agreement is governed by the law applicable in New South Wales, and each Party irrevocably submits to the non-exclusive jurisdiction of the courts of that state.

Entire Agreement

This Agreement embodies the entire understanding and agreement between the Parties as to the subject matter of this Agreement.

Force Majeure

- a) No Party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure.
- b) If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the

performance of that Party’s obligations will be suspended.

14. Definitions and Interpretation

A reference to any party to this Agreement where relevant includes a reference to the party’s successors and permitted assigns.

“Adjusted Client Fees” means the Client Fees:

- a) applying to the Secure Online Portal and the Products owing from time to time during the Term or any extension of this Agreement, and
- b) which relate to Client(s) of those Adviser(s) who are Authorised Representatives,

LESS the following fees namely custody fees, trustee fees, audit fees, in specie transfer in fees, in specie transfer out fees, brokerage charges and other fees and charges forming part of the Client Fees applying to the Secure Online Portal and the Products which are payable to an External Supplier as amended from time to time.

“Administration Service” means the consolidated portfolio and tax reporting and administration service for a Client’s Directly-held Assets and Liabilities, Directly-Held ASX Listed Securities, custodially held ASX Listed Securities, Managed Accounts , Managed Funds and other personal assets and liabilities which is provided by the Platform Provider to Clients as more particularly described in the service guide or other document for the Products at the Distribution Commencement Date as varied from time to time.

“Advice Fee Consent” means the consent form duly signed by a Client in respect of their consent to the fees that will be charged by the Adviser for financial advice services to be provided by the Adviser to the Client in the 12 months following the date of that consent.

“Adviser” means a person or company appointed or employed by You to perform the function of providing personal financial product advice and dealing in financial products (as defined by the Corporations Act) to Clients as Your Authorised Representative.

“AFSL” means an Australian Financial Services Licence issued by ASIC.

“ARSN” means Australian Registered Scheme Number.

“ASIC” means Australian Securities and Investment Commission.

“ASX” means Australian Securities Exchange.

“ASX Listed Securities” shall have the meaning contained in the ASX Listing Rules and includes shares, units, options over shares or units and all other securities and financial instruments traded through the ASX.

“ASX Listed Securities Service” the service offered by the Platform Provider as part of the Managed Account where ASX Listed Securities and other securities beneficially owned by a Client are held by the custodian of the Managed Account who provides for their safekeeping and processing as more particularly described in the product disclosure statement or other offer document for the Products issued by the Platform Provider at the Distribution Commencement Date as varied from time to time.

“Authorised Representative” has the meaning given in Section 916A of the Corporations Act.

“Business Day” means a day other than Saturday or Sunday on which banks are open for general business in Sydney.

“Cash Hub” means a working cash account managed by the Platform Provider where deposits are held in a range of Australian Deposit-taking Institutions which Clients are required to establish in order to invest in the Products to facilitate transactions and payment of fees as more particularly described in the service guide for the Products issued by the Platform Provider.

“Client(s)” means client(s) and prospective clients of You or Advisers who at any time during the Term invest in any one or more of the Products.

“Client Fees” means the fees charged to Clients for providing the Secure Online Portal and Products as more particularly referred to in clause 7 (a) as amended from time to time.

“Commencement Date” means the date this Form was last signed.

“Consequential Loss” means Loss which

- a) does not arise or naturally in the usual course of things, from the breach, action or inaction in question, or
- b) constitutes loss of profit, loss of anticipated profit, loss of opportunity or anticipated savings, loss of revenue, loss or impairment of credit rating, loss or corruption of data, loss of business opportunities, loss or damage arising from or relating to investments in investment assets or securities and trading or trades in investment assets or securities, in each case made or entered into or executed erroneously or not at all, loss arising from or relating to tax calculations, forecasting or modelling, loss relating to financial or investment advice, or loss of or damage to reputation or goodwill, even if such loss arises directly or naturally in the usual course of things.

“Confidential Information” means the following whether or not in material form:

- a) all information of a Party treated by a Party as confidential and disclosed to the other Party for the purpose of this agreement by that Party (including its employees), by an agent of that Party or by another entity which has entered into confidentiality agreement with that Party,

- b) that part of all notes and other records prepared by the other Party based on or incorporating the information referred to in paragraph (a),
- c) all copies (whether on paper, in electronic storage or other storage medium) of the information and those parts of the notes and other records referred to in any of paragraphs (a) and (b),
- d) the terms of this Agreement,
- e) all other confidential data and information (including trade secrets and confidential know-how) relating to a Party, to its suppliers or customers, or to a corporation related under the Corporations Act 2001 or otherwise to a Party from time to time, of which the other Party becomes aware, either before or after the date of this Agreement. Confidential Information does not include information that:
 - f) is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence, or
 - g) the recipient of the information can prove, by contemporaneous written documentation, was already known to it at the time of disclosure to the recipient (unless such knowledge arose from disclosure of information in breach of an obligation of confidence), or was independently developed by it without reference to the Confidential Information.

“Corporations Act” means the Corporations Act 2001 (Cth).

“Data” means that information held by the Platform Provider relating to the Secure Online Portal and the Products which includes data of a Client.

“DDO Legislation” means design and distribution obligations set out in Pt 7.8A of the Corporations Act that applies to financial product issuers and distributors.

“Dealer Group” means the dealer group whose name and details appear on the front of this form and is also referred to as “You” or “Your”. **“Dealer Group Agreement”** or **“Agreement”** means Section 5 of this Form.

“Directly-Held Asset and Liabilities” means the administration, and reporting services provided by the Platform Provider for Advisers and Clients who hold or acquire directly held investments, assets and liabilities and comprising those services more particularly set out in the service guide for the Products issued, varied or replaced from time to time.

“Directly-Held ASX Listed Securities” means the administration, transaction and reporting services provided by the Platform Provider for Advisers and Clients who hold or acquire ASX Listed Securities AND comprising those services more particularly set out in the service guide for the Products as issued, varied or replaced from time to time.

"Distribution Commencement Date" means the date Promoter commences promoting and distributing the Products.

"Emergency" means a situation that unless immediately remedied has the potential to jeopardize human life or safety or to cause immediate risk to property.

"External Supplier" means any agent, sub-agent, sub-contractor, nominee, custodian, trustee, administrator, third party supplier or other service provider appointed or engaged from time to time by the Platform Provider, to supply or provide products and services to the Platform Provider in connection with the Platform and Products and Administration Services or any other products or services arising out of this Agreement.

"FSG" means Financial Services Guide

"Force Majeure Event" means a circumstance beyond the reasonable control of the Parties which results in a Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances include but will not be limited to:

- a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster,
- b) Acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, and
- c) strikes.

"Form" means this Dealer Group Registration Form which includes the Agreement.

"Future Products and Services" means those financial products and services and Super Products the Platform Provider may offer after the Commencement Date:

- a) offer or supply to advisers, dealer groups, direct clients and the financial services market generally as part of the suite of products and services comprising the Products and Administration Services, and
- b) which the Platform Provider appoint the Promoter to distribute or promote pursuant to a Promoter Agreement.

AS varied from time to time.

"GST" has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act")

"IDPS Guide" means an investor directed portfolio service ("IDPS") guide relevant to or applicable to the Products.

"Instruction" means an instruction given in writing or electronic form by a Client or their Adviser to the Platform Provider.

"Intellectual Property Rights" means all patents, patent applications, trademarks, service marks, trade names, registered designs, unregistered design rights, copyrights, know how, trade secrets, domain names, internet addresses, rights in confidential information, and all other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

"Loss" any liability, loss, damage, cost or expense, including,

- a) legal costs and disbursements, whether incurred against a party, including costs of investigation, litigation, settlement and compliance with judgments, and
- b) interest, fines, penalties suffered or incurred by any person whether arising in contract or tort (including negligence) or under statute.

"Managed Account" The managed account offered by the Platform Provider as part of its registered managed investment scheme ARSN 112 517 656 as more particularly described in the Disclosure Documents for the Products at the Commencement Date as varied from time to time.

"Managed Account Model Portfolio" The model portfolios offered by the Platform Provider as part of its Managed Account offered as a registered managed investment scheme ARSN 112 517 656 as more particularly described in Disclosure Documents at the Distribution Commencement Date as varied from time to time.

"Managed Funds" means the wholesale managed funds service operated by the Platform Provider as IDPS operator as amended from time to time together with associated reporting, administration, processing, transaction and tax reporting services as set out in the IDPS Guide as varied from time to time.

"Party" means a party to this Agreement and includes their successors and assigns.

"PDS" means product disclosure statement.

"Planned Outage" means a period of time the Platform Provider may interrupt its supply to You of online access to the Secure Online Portal for any routine maintenance or upgrading which the Platform Provider considers necessary or has been requested by an External Supplier.

"Secure Online Portal" means a white-labeled website owned and operated by the Platform Provider, which includes platform access facilities and functionality necessary to allow online access by You, Your Adviser and Client to the Products.

"Portfolio" means a Client's portfolio of financial products, cash, fixed interest, ASX Listed Securities, managed funds, term deposits and other investments administered as part of the Products.

“Privacy Laws” means all legislation, guidelines and directives relating to data protection and privacy applying in Australia from time to time including the Privacy Act 1988 (Cth).

“Products” mean financial products owned and issued by the Platform provider which includes Managed Account, Managed Account Model Portfolios, ASX Listed Securities Service, Managed Funds, Cash Hub, Administration Services, the Directly-Held ASX Listed Securities, Directly-Held Assets and Liabilities and Term Deposits, Super Products and Future Products and Services as varied from time to time.

“Disclosure Documents” mean the Financial Services Guide, Investor Service Guide, Product Disclosure Statement and any other documents issued by the Platform Provider from time to time for the Products.

“Promoter” means the company named as Promoter the details of which are set out in Section 3 of this Form and includes when acting as sub-promoter of the Super Products.

“Promoter Agreement” means a legally binding agreement between the Promoter and the Platform Provider to allow the Promoter to distribute and promote the Products.

“Regulatory Requirements” means the Corporations Act 2001, the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and all other relevant laws, regulations, rules and other subordinated instruments, the conditions of any licence, authorisation or approval required to conduct its activities and policies and lawful directions issued by any government authority.

“Renewed Consent” means an Advice Fee Consent in respect of each 12-month period following the initial Advice Fee Consent for which your Adviser’s services are provided to the Client.

“Service Guide or Guide” means any product disclosure statement, guide, IDPS guide, offer document or explanatory memorandum issued from time to time by any of the Suppliers in connection with the Products and Administration Services.

“Super Products” means the superannuation products made available through Products.

“Term” means the term commencing on the Commencement Date until the Termination Date unless terminated earlier in accordance with this Agreement.

“Term Deposits” means fixed term deposits which are available for investment via a fully transactional term deposit platform open to advisers, financial planners and individuals which facilitates the process of investing in fixed term deposits as more particularly described in the relevant Disclosure Document.

“Termination Date” means the date a relevant Promoter Agreement terminates.

“You”, or “Your” means the Dealer Group.

“Withdrawal Notice” means a notice provided by a Client to the Adviser or you (as applicable) to withdraw their consent provided under any Advice Fee Consent.