

Adviser Registration Form

BY COMPLETING THIS FORM you will:

- be registered as an Adviser to use and access the Secure Online Portal and to promote Products (as defined),
- be able to submit an application form on behalf of new Clients to Products offered by the Platform Provider, and
- have the ability to delegate trading authority to new or existing staff logins to the Secure Online Portal.

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

1. Contact details

Title	First name	Surname		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Full company name		Australian Business Number (ABN)		
<input type="text"/>		<input type="text"/>		
Street address	Suburb	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Postal address (if different to street address)	Suburb	State	Postcode	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Main office number	Fax			
<input type="text"/>	<input type="text"/>			
Direct office number	Mobile			
<input type="text"/>	<input type="text"/>			
Your email	Office email			
<input type="text"/>	<input type="text"/>			

2. Dealer Group details

Dealer Group name

Dealer Group ABN	Dealer Group AFSL number	ASIC Authorised Representative number
<input type="text"/>	<input type="text"/>	<input type="text"/>

Corporate Authorised Representative Name (CAR) or Registered Business Name

If you require 'view only' access to another Adviser's clients (within this CAR), please list the Adviser name(s) below.

3. EPI data feeds

If you use financial planning software, you may wish to incorporate your client’s transaction history into the portfolio information you have recorded. Download files can be provided in a format that can be imported directly into a number of systems. If you would like these downloads, please place a tick in the appropriate box below.

XPLAN	<input type="checkbox"/>
Coin	<input type="checkbox"/>
Midwinter	<input type="checkbox"/>
Adviser Logic	<input type="checkbox"/>

4. Delegation of authority (if applicable)

If you would like additional logins for your Authorised Employees, please indicate their names and email addresses below.

Name	Email	Access level (tick applicable)	
		View and Transact	View only
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Terms and conditions

Background

- OneVue Wealth Services Limited (ABN 70 120 380 627) (the “Platform Provider”) will provide:
 - the Secure Online Portal and the Products to you as an Authorised Representative of your Dealer Group, and
 - access to the Secure Online Portal to the Promoters.
- All remuneration Adviser is entitled to (“Adviser Fee”) will be paid into the nominated bank account of your Dealer Group at the rate specified on the application form for each client introduced to the Platform Provider.

Your obligations as an Adviser

You agree to:

Anti-Money Laundering

- act as an agent of the Platform Provider to carry out identification and verification procedures pursuant to Anti-Money Laundering and Counter Terrorism Financing Act 2006 and its rules and regulations as amended, retain records and monitor and report suspicious transactions.

Warranties and Acknowledgments

You warrant to:

- use the Secure Online Portal and the Products in accordance with this Agreement, Disclosure Documents and any terms and conditions available on the Secure Online Portal and any associated websites,
- ensure that all required information to establish a Client’s account is promptly provided to the Platform Provider,
- confirm every instruction from the Client in writing (whether original, facsimile, email or other acceptable electronic method),
- promptly advise the Platform Provider if you become aware of an actual or likely breach of the terms of any of this Agreement or of the laws by which they are regulated,
- immediately notify the Platform Provider if you cease to hold a financial services license or authorisation which permits you to promote the Secure Online Portal and the Products,
- not do anything that does or could cause the Platform Provider to be in breach of any obligations to Clients, and
- abide by the terms of your appointment as a Nominated Representative of your Client and in particular your obligation not to transfer your authorisation to another person.

You acknowledge and agree that:

- your Clients can change advisers and that your participation as a registered Adviser can be terminated at any time when the Platform Provider is notified of such change,
- the Platform Provider is not responsible to report on or supervise your obligations to any client or under the Corporations Act 2001 (Cth), and
- this Agreement shall terminate if the Adviser ceases to hold relevant license under the Corporations Act, not in compliance with any of its obligations under the relevant laws and regulations and terms and conditions of this Agreement.

Advice Fee Consent

- Prior to your access of the Secure Online Portal, you must provide copies of all Advice Fee Consents as duly signed by each of your Clients, and will provide all duly signed Advice Fee Consents in respect of each subsequent 12-month period for which your services are provided to each of your Clients (“Renewed Consent”) within 10 days of receipt of your client’s signed Renewed Consent.
- You agree to notify us in writing as soon as practicable following, but in any case no later than within 10 days of:
 - receiving any Withdrawal Notice,
 - any variation or amendment of the Advice Fee Consent taking effect, and a description of the nature and extent of the variation or amendment to the relevant Advice Fee Consent, or
 - any Advice Fee Consent ceasing to have effect under any Applicable Law.
- You acknowledge and agree that:
 - you have the obligation to comply with all Applicable Laws in relation to the Advice Fee and to review and update relevant information available on Secure Online Portal regularly and notify the Platform Provider if any changes are required,
 - the Platform Provider will rely on the Advice Fee Consent provided by you, and unless otherwise expressly agreed by the Platform Provider and the Promoter (as applicable), the Platform Provider and the Promoter have no responsibility to evaluate or verify the Advice Fee Consent,
 - the Platform Provider is not responsible for any delay or errors in the provision of the Platform arising from or in connection with your failure to perform your obligations under this section and the Applicable Laws in respect of the Advice Fee Consent, and
 - without limiting the generality of the above, the Platform Provider bears no responsibility or liability for any delay in processing or withholding payments of any clients’ fees to your Dealer Group as a result of your failure to provide to us the Advice Fee Consent or Renewed Consent.

Distribution

You shall:

- 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,
- collect information that are relevant to distribution of the Product and any complaints in relation thereto, and provide such information to the Platform Provider within five (5) business days after the end of each quarter (March, June, September and December), and
- keep records of Distribution Information in relation to the Products for up to seven (7) years.

Instructions

- Instructions shall be halted at any time at the Platform Provider's discretion and without notice to you in the following events:
 - should the Platform Provider not be reasonably satisfied that a current Disclosure Document or other relevant information has not been provided to your client,
 - in the event that the Platform Provider has not received the Advice Fee Consent or Renewed Consent from you, or
 - in the event that the Platform Provider has reasonable grounds to believe the Adviser has breached its distributor obligations under the DDO Legislation.

Delegated authority

- In granting delegated authority to members of your staff (**Authorised Employees**) you warrant that all the Authorised Employees are employees of the Company referred to in Section 1 of this Adviser Registration Form have the appropriate training and experience to place orders to transact shares and securities and operate the Online Order Pad.
- You will immediately revoke and terminate the delegated authority of any Authorised Employee ceasing employment with the Company and immediately notify the Promoter and the Platform Provider in writing of such revocation and termination.

You acknowledge and agree that the Platform Provider:

- is entitled to reasonably rely on and act upon Instructions received from a Client, an Adviser or any of the Authorised Employees without any obligation to check their accuracy or correctness or whether or not they are genuine,
- is not liable for acting on any Instruction given in accordance with this clause including any Instruction which contains any error or ambiguity, and
- is not responsible for any delays or errors in effecting Instructions, where such delays and errors are caused by a technical fault in respect of any electronic interface (including the Secure Online Portal and any website associated with the Secure Online Portal and the Products).

Disclaimer, Indemnity and Liability

- Except expressly provided otherwise in this Agreement, you agree that its access to the Secure Online Portal and use of the Products is at the sole risk of you, your Client and its Authorised Representatives and the Platform Provider disclaims all liability arising out of or in relation to this Agreement, whether in tort (including negligence), equity, breach of contract or otherwise.
- The aggregate liability of the Platform Provider in any contract year:
 - in connection with the Platform Provider's breach of its confidentiality and privacy obligation will not exceed \$1,000,000 in aggregate in any contract year, and
 - 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.
- You shall indemnify the Platform Provider against all losses, costs and expenses which are incurred through the negligence, fraud or dishonesty of you and your employees, servants, agents or contractors and against any liability which may be suffered or incurred by the Platform Provider 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.
- You shall release, discharge and indemnify the Platform Provider 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.
- The Platform Provider 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.

Costs and Expenses

You acknowledge that:

- you are responsible for any costs and expenses you incur in promoting the Secure Online Portal and the Products or performing your obligations under this Agreement.

Confidentiality and Privacy

- Any information given to you by the Platform Provider in respect of your Clients (**Client Information**) will be kept confidential by you and your staff. You must not use Client Information to market any other product to your Clients or pass Client Information to any other parties without your Clients' prior written consent. If you cease to be the Adviser of a Client you must destroy all Client Information in respect of that Client except as required under relevant law, or with the written consent of that Client.
- You consent to the Platform Provider passing on information about you (including, without limitation, your name, mailing address and payment details) (**Adviser Information**) to the Platform Provider's Related Bodies Corporate and third party service providers within or outside of Australia to the extent necessary and relevant for the provision of the Secure Online Portal and the Products.
- You consent to the Platform Provider passing on Adviser Information and information in relation to funds your 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 Manager**). Fund Information does not contain any Client Information. The Platform Provider shall ensure Fund Managers comply with all applicable requirements of the Privacy Legislation before providing them with Fund Information.
- To the extent the Platform Provider processes any personal information, the Platform Provider will comply with all applicable requirements of the Privacy Legislation and its privacy policy available on the Secure Online Portal which shall be updated from time to time.
- In relation to Client Information the Platform Provider provides to you, you shall comply with all applicable requirements of the Privacy Legislation.

You acknowledge and agree to:

Secure Online Portal

- The Platform Provider providing factual information about the Secure Online Portal and the Products and general non-promotional investment information to your Clients in a professional manner.
- The Platform Provider providing information to your Clients as is required by Applicable Laws to keep them informed of updates and notices to the Secure Online Portal and the Products.

Online Order Pad

- The Platform Provider only uses the Online Order Pad facility after obtaining appropriate authorisation to do so from your Client.
- Carry out every instruction received from your clients and processed through the Online Order Pad facility in accordance with your legal and other obligations as an Authorised Representative.
- Promptly provide any information which is reasonably requested in order to enable the provision of the Platform.

General

- You cannot assign or novate your rights or obligations under this Agreement without the prior written consent of the Platform Provider.
- The Platform Provider may suspend access to the Secure Online Portal or cancel the ability to transact at their absolute discretion any time and without notice provided that the Platform Provider has reasonable grounds to believe that you are in breach of any terms of this Agreement or your continued access and use of the Secure Online Portal or the Products shall cause the Platform Provider to breach Applicable Laws.
- Notices and direction under this Agreement must be given in writing (whether original, facsimile, email or other electronic method) and addressed to Platform Provider.
- The Platform Provider may vary these terms and conditions at any time with written notice to you.
- This Agreement is governed by the laws in force in New South Wales. All parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Definitions

Adjusted Client Fee the Client Fees less other administrative fees such as custody fees, trustee fees, audit fees, in specie transfer in fees, in specie transfer out fees, brokerage charge and other fees that applies to the Client Fees which are payable to any external suppliers the Platform Provider engages to provide the Secure Online Portal and the Products.

Advice Fee Consent the consent form duly signed by your client in respect of your client's consent to the fees that will be charged by you for financial advice services you will be providing to your client in the 12 months following the date of that consent.

Adviser the entity identifying itself as an adviser whose details are specified in Section 1 of this form, also referred to as you/your.

Agreement all terms and conditions as set out in Section 5 - Terms and Conditions in this Adviser Registration Form.

Authorised Representative a person authorised in accordance with section 916A or 916B of the Corporations Act to provide financial services on behalf of a holder of an Australian Financial Services Licensee.

Applicable Laws all applicable provisions of the Corporations Act and any legislation, direction, rule, policy, statement, class order, instrument or circular.

Client persons or entities who invest in the Products and use the Secure Online Portal via Adviser.

Client Fees the fees charged to Clients for providing access to the Secure Online Portal and the Products.

Confidential Information any information and data that would be regarded as confidential by a reasonable person relating to the portfolio of shares, securities, financial products, and other assets of a client and all other data, investments and affairs of a client including any client logins and passwords for the Online Order Pad.

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 modeling, 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.

Dealer Group an Australian Financial Services licensee registered with the Platform Provider which the Adviser is an Authorised Representative of.

DDO Legislations design and distribution obligations set out in Pt 7.8A of the Corporations Act 2001 (Cth) that applies to financial product issuers and distributors as amended from time to time.

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

Future Products and Services means those financial products and services and superannuation products the Platform Provider may:

- 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 Secure Online Portal and the Products, and
- b. which the Platform Provider appoint Promoter to distribute or promote pursuant to a relevant agreement as varied from time to time.

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

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 product disclosure statement or other offer document for the Secure Online Portal and Products issued by the Platform Provider as varied from time to time.

Nominated Representative the Adviser registered with Platform Provider to use the Platform, nominated and authorised by Clients

to exercise the rights to operate their accounts on their behalf. The full terms of Nominated Representatives are found in the relevant Disclosure Document.

Secure Online Portal the secure online facility provided by the Platform Provider to deliver Products to Promoters, financial institutions, Dealer Groups, Advisers and Clients.

Online Order Pad the electronic interface by which orders for shares and securities can be placed to transact in the Products.

Privacy Legislation the Privacy Act 1988 (Cth)

Products include the Investor Directed Portfolio Service (IDPS), the Managed Account, the Portfolio Administration Service, superannuation funds. and Future Products and Services have varied from time to time. The Investor Service includes a combined IDPS, Managed Account and may include the Portfolio Administration Service. The superannuation funds may include access to the Managed Account.

Promoter a promoter who is a party to an agreement with the Platform Provider to promote and distribute the Secure Online Portal and the Products. In respect of any superannuation fund as that term is defined in the *Superannuation Industry (Supervision) Act 1993 (Cth)*, a party which has entered into a sub-promoter agreement with the Platform Provider to provide sub-promoter services in respect of the superannuation fund.

Related Bodies Corporation has the meaning given to it in the *Corporations Act 2001 (Cth)*.

Withdrawal Notice means a notice provided by your client to you or your Dealer Group (as applicable) to withdraw their consent to fees under the relevant Advice Fee Consent.

6. Adviser acknowledgment and signature(s)

By signing this Adviser Registration Form, I/we hereby accept that I am/we are contracting with the Platform Provider on the terms as set out in this Agreement and declare the details provided by me/us are correct.

In the case where the Adviser is a company, two directors or a director or a company secretary must sign unless the company has a sole director/sole secretary.

Signature - Adviser 1

Date

/ /

Given name

Surname

Signature - Adviser 2

Date

 / /

Given name

Surname

7. Dealer Group acknowledgment

By signing this Adviser Registration Form, the Dealer Group acknowledges that:

- the person specified in section 1 above is either:
 - an authorised representative under s916A or authorised under section 916B(3) of the Corporations Act 2001 (Cth) by a Corporate Authorised Representative of the Dealer Group and is authorised to use and access the Secure Online Portal and to use and promote the Products, or
 - otherwise authorised to provide the services sought under this Adviser Registration Form.
- the Dealer Group has authorised the person to enter into the agreement with the Platform Provider created by this Adviser Registration Form and in so authorising, is also bound by the Agreement contained in this Adviser Registration Form.
- in the case of company signatories, two directors or a director and a company secretary must sign unless the company has a sole director and sole secretary.

Signature – Dealer Group Representative 1

Date

 / /

Given name

Surname

Signature – Dealer Group Representative 2

Date

 / /

Given name

Surname

OFFICE USE ONLY														
PROMOTER														
DEALER GROUP CODE														
ADVISER CODE														
COMPLETE														