

ALLAN GRAY SOLUTIONS

BY COMPLETING THIS FORM, you will:

- Be registered as an Adviser to use and access the Platform (as defined) branded Allan Gray and to use and promote Products and Administration Services (as defined) branded Allan Gray;
- Be authorised by your Dealer Group described below to enter into the agreement with the Suppliers and the Promoter created by this Adviser Registration Form;
- Be registered to use the Term Deposit Hub; and
- Have the ability to delegate trading authority to new or existing staff logins.

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			
<input type="text"/>			
Australian Business Number (ABN)			
<input type="text"/>			
Street address	Town or suburb	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Postal address (if different to street address)	Town or 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"/>		
Your Skype account (if applicable)			
<input type="text"/>			

2. DEALER GROUP DETAILS

Dealer Group name		
<input type="text"/>		
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		
<input type="text"/>		
If you require 'view only' access to another Adviser's clients (within this CAR), please list the Adviser name(s) below.		
<input type="text"/>		
<input type="text"/>		

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 beside the appropriate box below.

XPLAN Coin Midwinter Adviser Logic

4. BROKER SERVICES

If you wish to appoint a sponsoring broker and trade in financial products on behalf of your clients, you will need to apply separately to the broker(s) nominated by your Dealer Group. You may request we provide you with an Acknowledgement Form(s) for your Dealer Group's nominated broker(s). By completing and signing the Acknowledgment Form(s) you register with the broker(s) and acknowledge that you have read and agree to abide by the broker(s) terms and conditions applying to the broking service. Please note that the broker(s) terms and conditions are available on the website of the relevant broker.

5. 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"/>

6. TERMS AND CONDITIONS

Background

- Allan Gray Australia Pty Limited ABN 48 112 316 168, AFSL 298487 (Promoter) has appointed OneVue Wealth Services Limited ABN 70 120 380 627 (OneVue Wealth), OneVue Services Pty Ltd ABN 71 104 037 256 (OneVue Services), (collectively OneVue) and Diversa Trustees Limited ABN 49 006 421 638 AFSL No 235153 RSE Licence No L0000635 (the Trustee) (OneVue and the Trustee are collectively 'the Suppliers') to supply the Promoter and your Dealer Group Products and Administration Services, and to give the Promoter and your Dealer Group access to the Platform on terms and conditions contained in the Platform Deed and Super Promoter Agreement.
- In addition, the Promoter and your Dealer Group has appointed the Suppliers to supply the Dealer Group with, the Products and Administration Services and to give access to the Platform on the terms and conditions contained in the dealer group agreement and registration form between them ('the Dealer Agreement').
- If applicable, all remuneration 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 Promoter.

You agree to:

Anti-Money Laundering

- Act as an agent of the Suppliers and the Promoter 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

Administration

- Ensure that all required information to establish a Client's account is promptly provided to the Suppliers
- Confirm every instruction in writing (whether original, facsimile, email or other acceptable electronic method).

Indemnity

- Indemnify the Promoter and the Suppliers 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 Promoter or the Suppliers arising out of any breach by you of this Agreement or any Service Guide, Product Disclosure Statement or Financial Services Guide issued in connection with the Products and Administration Services
- Release, discharge and indemnify the Promoter and the Suppliers against all liabilities that are suffered by you and your Clients in respect of the use of the r Products and Administration Services or inability to transact or use any of them.

General

You acknowledge and agree that:

- You are responsible for any costs and expenses you incur when promoting the Products and Administration Services or performing your obligations under this Agreement;
- Any information given to you by the Promoter or the Suppliers in respect of your Clients will be kept confidential by you and your staff. You must not use this information to market any other product to your Clients or pass this information to any other party without your Clients' written consent. If you cease to be the Adviser of a Client you must destroy all information provided to you by the Promoter and the Suppliers in respect of that client except as required under relevant law, or with the written consent of that Client;
- You consent to the Promoter and the Suppliers passing on information about you (including, without limitation, your name, mailing address and payment details) to related bodies corporate and other service providers for the purpose of administering the Products and Administration Services;
- You cannot assign or novate your rights or obligations under this Agreement without the prior written consent of the Suppliers and the Promoter;
- The Promoter and the Suppliers may suspend access to the Platform and the Products and Administration Services or cancel the ability to transact at their absolute discretion any time and without notice;
- Notices and direction under this Agreement must be given in writing (whether original, facsimile, email or other electronic method) and addressed to the Adviser or to either the Promoter's or the Suppliers' Chief Executive Officer (as appropriate);
- The Promoter and the Suppliers may vary these terms and conditions at any time;
- 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.

Products and Administration Services

You agree to:

- Promote and explain the Products and Administration Services to your Clients in a professional manner and in accordance with your financial services licence or authorisations and the terms of membership of your Dealer Group;
- Promptly advise the Promoter and the Suppliers if you become aware of an actual or likely breach of the terms of any of the Products and Administration Services or of the laws by which they are regulated;
- Immediately notify the Promoter and the Suppliers if you cease to hold a financial services licence or authorisation which permits you to promote the Products and Administration Services;
- Not do anything that does or could cause the Promoter or the Suppliers to be in breach of any licence obligations to clients who use the Products and Administration Services or to your Dealer Group.

Nominated Representative

You agree to:

- Only use the Online Order Pad facility after obtaining appropriate authorisation to do so from your Client and in accordance with the conditions of use applying to the Online Order Pad facility;
- 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 Promoter Products and Administration Services;
- 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.

General

You acknowledge and agree that:

- Your Clients can change advisers and that your participation as a registered Adviser can be terminated at any time without cause;
- Neither the Promoter nor the Suppliers will be responsible to report on, police or supervise your obligations to any client or under the Corporations Act 2001.

Instructions

You acknowledge and agree that:

- Instructions can be halted at any time and without notice to you should the Promoter or the Suppliers not be reasonably satisfied that a current Service Guide, Product Disclosure Statement, Financial Services Guide or other relevant information has been provided to your client.

Delegated authority

You acknowledge and agree that:

- 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 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 Suppliers in writing of such revocation and termination.

You acknowledge and agree that the Suppliers and the Promoter:

- Are 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;
- Are not liable for acting on any instruction given in accordance with this clause including any instruction which contains any error or ambiguity;
- Are 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 Platform and any website associated with the Products and Administration Services).

Definitions

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

Agreement means the agreement entered into between You, the Promoter and the Suppliers by signing this form.

Client(s) means client(s) and prospective clients of You who at any time during the Term use the Platform and/or invest in any one or more of the Products and Administration Services

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 log ins and passwords for the Online Order Pad.

Dealer Group Agreement means the dealer group agreement between the Dealer, the Promoter and the Suppliers.

Nominated Representative means a Client or a prospective Client who has appointed You to exercise all the rights that the Client or prospective Client has to operate their account except the rights to transfer the authorisation to another person.

Promoter means Allan Gray Australia Pty Limited ABN 48 112 316 168.

Platform means:

- (a) a branded website where the Promoter will provide the branding and OneVue will apply the branding to the website, and
- (b) web-based online service delivery system (including platform access facilities and functionality necessary to allow online access by users

operated by the Suppliers to support the delivery to You, Your Dealer Group and Clients.

Platform Deed means the platform deed or similar agreement between Promoter and OneVue.

Products and Administration Services means the suite of financial, and administration products and services, owned or operated by the Suppliers which are promoted and branded by the Promoter and offered or issued to advisers, dealer groups, direct clients and the financial services market generally as varied and replaced from time to time which as at the Commencement Date include 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 all as defined in the Dealer Group Registration Form.

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

Service Guide: the combined Financial Services Guide, IDPS Guide and Product Disclosure Statement issued by the Suppliers from time to time for the Promoter Products and Administration Services.

Suppliers means OneVue Wealth Services Limited, OneVue Services Pty Limited and Diversa Trustees Limited as the context requires.

Super Products means the superannuation products offered by Diversa which are promoted by the Promoter pursuant to the Super Promoter Agreement and other disclosure documents.

Super Promoter Agreement means the agreement between Diversa and the Promoter for the promotion of the Super Products.

7. ADVISER ACKNOWLEDGEMENT AND SIGNATURE(S)

By signing this form, I/we hereby accept that I am/we are contracting with the Promoter and the Suppliers on the terms and conditions as specified above and declare the details provided by me/us are true and 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

Please print name

Signature – Adviser 2

Date

Please print name

8. DEALER GROUP ACKNOWLEDGEMENT

By signing this form, the Dealer Group acknowledges that:

- The Applicant 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 Promoter Platform and to use and promote the Promoter Products and Administration Services, or
 - Otherwise authorised to provide the services sought under this registration.
- The Dealer Group has authorised the Applicant to enter into the agreement with the Suppliers and the Promoter created by this Adviser Registration Form and in so authorising, is also bound by the terms and conditions contained in this 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

Please print name

Signature – Dealer Group Representative 2

Date

Please print name

OFFICE USE ONLY	
Promoter	
Dealer Group Code	
Adviser Code	
Complete	