

ALLAN GRAY SOLUTIONS

Please send completed applications to:

clientservices@allangray.com.au

Level 2, Challis House
4-10 Martin Place NSW 2000

By completing and signing this form, you are appointing OneVue Wealth Services Limited ABN 70 120 380 627 (**OneVue Wealth**), OneVue Services Pty Ltd ABN 71 104 037 256 (**OneVue Services**), and Diversa Trustees Limited ABN 49 006 421 638 AFSL No 235153 RSE Licence No L0000635 (**Diversa/Trustee**) (collectively referred to as '**We, Us, Suppliers**'), to supply or facilitate the supply, you, your advisers and your clients the Products and Administration Services (as defined) branded **Allan Gray Australia Pty Limited** and to give you, your advisers and your clients, access to the Platform (as defined) branded **Allan Gray Australia Pty Limited** on the terms and conditions contained in this dealer group registration form.

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)

Primary contact

Title

First Name

Surname

Position/Title

Direct office number

Mobile

Email

Secondary contact

Title

First Name

Surname

Position/Title

Direct office number

Mobile

Email

2. DEALER GROUP CONTACT DETAILS

Street address

Town or suburb

State

Postcode

Postal address (if different to street address)

Town or suburb

State

Postcode

Main office number

Fax

Office email

3. PROMOTER DETAILS

Full company name

Australian Financial Services Licence (AFSL)

Australian Business Number (ABN)

Street address

Town or suburb

State

Postcode

Postal address (if different to street address)

Town or suburb

State

Postcode

4. NOMINATED BANK ACCOUNT DETAILS

Bank/Institution

Account name

BSB

Account number

Office email

Note: commission statements will be sent to this email address.

5. ONLINE ORDER PAD PRODUCT LIST

To complete your registration as a Dealer Group with the Products and Administration Services and the Platform you must send us your list of financial products that you wish to include on the Online Order Pad.

Please tick the investment types below that you would like to include on your Online Order Pad Product List.

- ASX listed shares and ETFs Listed fixed interest securities
 Listed investment companies Managed accounts Wholesale managed funds
 Other(s) (please specify)

Please provide your Online Order Pad Product List in Excel format.

- For ASX-listed securities please attach the full listing of approved securities with ASX codes.
- For ETFs or listed fixed interest securities, please attach the complete list of approved securities with ASX codes.
- For managed funds, please attach your list of approved funds complete with the APIR codes.

Note: You are responsible for advising us of any changes you wish to make to your Online Order Pad Product List.

6. BROKER SERVICES

The following broker is to be made available on the Online Order Pad for your Dealer Group.

- Desktop Broker

Note: Your advisers will need to apply separately to Desktop Broker and agree to the Broker's terms and conditions.

7. DEALER GROUP DECLARATION

- I/We declare that the details provided by me/us in this Dealer Group Registration Form are true and correct.
- I/We declare that I/We appoint the Suppliers to supply and Facilitate the Supply of the Products and Administration Services and accept access to the Platform on the terms and conditions contained in this Dealer Group Registration Form.
- I/We have read, understood and agree to be bound by the terms and conditions contained in this Dealer Group Registration Form.
- I/We further acknowledge and agree that by signing this form I/We are entering into a Dealer Group Agreement with OneVue and the Suppliers for the supply of the Products and Administration Services and accept access to the Platform on the terms and conditions set out herein.
- 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

8. PROMOTER ACKNOWLEDGEMENT

By signing this form the Promoter acknowledges and agrees:

- the Dealer Group specified in section 1 has been nominated by the Promoter to be supplied the Products and Administration Services and the Platform and holds all licences and authorisations, including an Australian Financial Services Licence, as are necessary to provide financial product advice for and deal in the Products and Administration Services.
- it consents to and has authorised the Dealer Group to enter into the Dealer Group Agreement with the Promoter and the Suppliers created by this Dealer Group Registration Form
- it has read, understood and agrees to be bound by the terms and conditions contained in this Dealer Group Registration Form.
- it enters into a Dealer Group Agreement with the Dealer Group, on the terms and conditions set out herein
- 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.

Signature – **Promoter's** representative

Date

 / /

Please print name

Signature – **Promoter's** representative

Date

 / /

Please print name

9. TERMS AND CONDITIONS

By signing this form, You agree to enter into a Dealer Group Agreement with the Suppliers and Promoter on the following terms and conditions.

1. Appointment to Supply and Facilitate the Supply

(a) You hereby appoint Us to:

- (i) supply You, Your Advisers and the Clients the Products and Administration Services,
- (ii) Facilitate the Supply to You, Your Advisers and the Clients those Products and Administration Services supplied by Third Party Providers, and
- (iii) give You, Your Advisers and the Clients access to and use of the Platform

in each case at the fees and other charges, for the Term and on the terms and conditions set out in this Dealer Group Agreement.

(b) You acknowledge and agree that Promoter has consented to and authorised Us to:

- (i) supply the Products and Administration Services to You, Your Advisers and Clients,
- (ii) Facilitate the Supply of those Products and Administration Services supplied by Third Party Providers to You, Your Advisers and Client, and
- (iii) give You, Your Advisers and Clients access to and use of the Platform

on the terms set out in this Dealer Group Agreement.

2. Term

This Agreement will commence on the Commencement Date and will continue until the Expiry Date (**Term**) unless terminated earlier by You or Us pursuant to clauses 9 (a), (b) or (d).

The Term is equal to the balance of the term of the Platform Deed and Super Promoter Agreement remaining as at the Commencement Date.

3. Promoter's Duties and Responsibilities

Promoter must:

- (a) provide or cause Us to provide the Dealer Group with current copies of the relevant service guides, forms, PDSs, FSGs, IDPS Guides and other disclosure documentation (in PDF Format) for the Products and Administration Services and the Platform.
- (b) provide or cause Us to provide the Dealer Group with 'train the trainer' training on the use of the Products and Administration Services and the Super Products, on the terms and conditions and at the rates determined by the Suppliers following consultation with Us from time to time.
- (c) provide or cause Us to provide to the Dealer Group, its Advisers and the Clients online access to the Platform other than for those periods referred to in clause 6.
- (d) provide the Dealer Group with all reasonable forms of assistance that are conducive to the Dealer Group effectively using, marketing and promoting the Products and Administration Services and the Platform.
- (e) notify the Dealer Group or cause Us to notify the Dealer Group in writing of material changes which We must make to the documentation relating to the Products and Administration Services and the Platform including any current PDS, FSG, Service Guide, IDPS Guide or other disclosure documents.

- (f) not issue any document relating to the Products and Administration Services and the Platform that refers to the Dealer Group without its prior written consent (not to be unreasonably withheld).
- (g) use reasonable care and skill or cause Us to use reasonable care and skill, to keep all Data and Confidential Information of the Dealer Group, its Adviser's and the Client's confidential and use its reasonable endeavours to ensure that its employees, agents and contractors (including Us) comply with the requirements of any Privacy Laws that may apply to the Data of the Dealer Group, its Advisers or the Clients and the Platform.

4. Dealer Group Duties and Responsibilities

You must:

- (a) provide to Your Advisers and the Clients current copies of the relevant Service Guide, FSG, IDPS Guide, PDS or other disclosure documentation for the Products and Administration Services and the Platform.
- (b) provide training to your Advisers on the use of the Products and Administration Services and the Super Products to a standard sufficient to enable the Advisers to competently use, market and promote all those products and services.
- (c) not place an Instruction to acquire any Products and Administration Services or other investments or assets available through the Platform, if You or Your Adviser becomes aware that:
 - a material change has occurred to the information in the relevant PDS, Service Guide, FSG or IDPS Guide, or
 - the relevant PDS, Service Guide, FSG or IDPS Guide does not comply with the Regulatory Requirements or contains a material statement which is untrue or misleading.
- (d) obtain from Us and any Third Party Providers 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 Us or a Third Party Provider to be required to be received by the Client for the purposes of information or action in relation to their investments.
- (e) acquire, dispose of, or exercise any rights or entitlements, or any other action required to be undertaken by the Client (including corporate actions) in relation to the Products and Administration Services and any investment on or to be taken on to the Platform, and on behalf of the Client forward to Us any and all documents relating to actions (including corporate actions) that are deemed by the Suppliers as necessary for the ongoing administration of the Client's Portfolio.
- (f) keep and You must ensure Your Advisers and Your employees, agents and contractors keep confidential all Data and information in respect of Clients given to Your or Your Advisers by the Promoter, the Suppliers and any Third Party Service Provider.
- (g) comply with and You must use your reasonable endeavours to 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 information in respect of Clients given to You or Your Advisers by the Promoter, Us and any Third Party Service Provider.

- (h) advise the Client of any material breach by the Client of the terms and conditions of the Products and Administration Services and the Platform (subject to the Adviser having been informed in writing by Us or any Third Party Service Provider of any breach).
- (i) advise the Client of any breach by You or Your Advisers of the terms and conditions of the Products and Administration Services and the Platform (subject to the Adviser having been informed in writing by Us or any Third Party Service Provider of any breach).
- (j) notify the Promoter, Us and any Third Party Service Provider:
 - (i) if You become aware of a suspected or actual breach by You, Your Advisers or the Clients of the terms and conditions of any of the Products and Administration Services and the Platform or any Regulatory Requirements; or
 - (ii) if You or any of Your Advisers ceases to hold a financial services licence or authorisation which permits You or Your Advisers to use, invest in, market or promote any of the Products and Administration Services and Platform.
- (k) not do anything that does or could cause Promoter, Us or any Third Party Service Provider to be in breach of any applicable Regulatory Requirements or its obligations to Advisers or Clients or obligations under this Agreement.
- (l) monitor Advisers to ensure compliance with applicable Regulatory Requirements and on request provide OneVue Wealth with a written risk and compliance annual attestation.
- (m) undertake that:
 - (i) every Instruction given to Us and any Third Party Service Provider in connection with any of the Products and Administration Services and the Platform will be authorised by the relevant Client and evidenced by written instructions to Us and any Third Party Service Provider by the relevant Client; and
 - (ii) You will retain all written Instructions for at least 7 years and will on request by Promoter, Us or any Third Party Service Provider provide them to OneVue, Us or any Third Party Service Provider or provide access to the Instructions if Promoter, Us or any Third Party Service Provider is required to provide the Instructions following receipt of an instruction, demand or other direction by a lawful authority.
- (n) acknowledge and agree that Promoter, Us and any Third Party Service Provider:
 - (i) is reasonably entitled to rely on an Instruction without any obligation to check its accuracy or correctness or whether or not it is genuine,
 - (ii) is not liable for acting on any Instructions which appear to conform to the formats prescribed by Promoter, Us or any Third Party Service Provider,
 - (iii) is not liable for acting reasonably on any Instruction given in accordance with this Agreement which contains any error or ambiguity, and
 - (iv) will not be responsible for any delays or errors in effecting Instructions, where such delays or errors are caused by a technical fault in respect of any electronic interface (including the Platform).
- (o) provide to Promoter, Us and any Third Party Service Provider on or before the Commencement Date the initial list of financial products You wish to include on the Online Order Pad and to advise Promoter, Us and any Third Party Service Provider of any subsequent changes to the Online Order Pad Product List.
- (p) acknowledge and agree that Promoter and Us:
 - (i) are entitled to rely on the Online Order Pad Product List provided by You without any obligation to check its accuracy or correctness or whether or not it is genuine;
 - (ii) are not liable for any trades executed on the Online Order Pad by You, your Advisers or the Clients which relate to a financial product outside your Online Order Pad Product List; and
 - (iii) provide the Online Order Pad on the conditions of use set out in the Service Guides and PDS's for the Products and Administration Services and You have read and understood and agree to cause each of your Advisers to abide by these conditions of use.

5. Advisers Duties and Responsibilities

You acknowledge and agree that You have received a copy of the Adviser Registration Form and have read and understood the terms and conditions set out in the Adviser Registration Form. You must cause each of Your Advisers to abide by and comply with the terms and conditions contained in the Adviser Registration Form.

6. Online Access

Neither the Promoter, nor Us will be responsible for any failure to provide online access to the Platform and/or the Products and Administration Services if such failure is caused by factors beyond Promoter's, Our 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, Your 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 Platform;
- (g) unauthorized 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, Us and any Third Party Service Provider; and
- (h) a requirement imposed upon Promoter, Us, or any Third Party Service Provider by any government agency.

7. Client Fees

- (a) You acknowledge and agree that the Client Fees or retail fees the Suppliers may charge Clients to use or invest in the Products and Administration Services are set out in the Service Guide or PDS for the Products and Administration Services.
- (b) The Suppliers may from time to time vary the Client Fees or retail fees charged for the Products and Administration Services by giving 30 days' written notice to You, Your Advisers and the Clients.

- (c) Unless indicated otherwise in the Agreement, the fees, costs and expenses payable to the Promoter, Us and any Third Party Service Provider 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 in relation to the supplies made under or in connection with this Agreement. To this end,
 - (i) the Suppliers may issue tax invoices in respect of the supplies;
 - (ii) You will not issue tax invoices in respect of the supplies;
 - (iii) 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;
 - (iv) the Suppliers 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;
 - (v) 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
 - (vi) 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.
- (b) 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.
- (iii) You will at all times throughout the term of this Agreement effect and maintain at Your expense a professional indemnity insurance policy relevant to Your performance of Your obligations under this Agreement for an amount of cover not less than the minimum requirement for AFS Licensees prescribed in the ASIC Regulatory Guide 126: Compensation and Insurance Arrangements for AFS Licensees and in any event not less than \$5 million.
- (c) We represent and warrant to You throughout the Term and any extension of this Agreement that:
 - (i) we hold or have access to and are able to use all such licences, including an Australian Financial Services Licence, and authorities as are necessary to perform Our obligations under this Agreement, the Platform Deed and the Super Promoter Agreement;
 - (ii) at all times We will have a supervisor or manager with appropriate training and experience on-site at Our premises or the premises of an External Supplier to monitor and supervise the adviser service representatives responsible for providing general product advice and other assistance to Advisers with Clients investing in or using the Products and Administration and Platform; and
 - (iii) we will at all times throughout the term of this Agreement effect and maintain at our expense professional indemnity insurance policy relevant to the performance of Our obligations under this Agreement for an amount of cover not less than \$5 million.
- (d) Promoter represents and warrants to You throughout the Term and any extension of this Agreement that:
 - (i) it holds or has access to and is able to use all such licences, including an Australian Financial Services Licence, and authorities as are necessary to perform its obligations under this Agreement and the Platform Deed;
 - (ii) at all times throughout the term of this Agreement it will supply or cause OneVue and any Third Party Service Provider to supply You, Your Advisers and the Clients access to the Platform and the Products and Administration Services.;
 - (iii) it will at all times throughout the term of this Agreement effect and maintain at its expense a professional indemnity insurance policy relevant to Promoter's performance of its obligations under this Agreement for an amount of cover not less than less than the minimum requirement for AFSL Licensees prescribed in the ASIC Regulatory Guide 126: Compensation and Insurance Arrangements for AFS Licensees and in any event not less than \$5 million.

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 so as to constitute valid and binding obligations.
- (b) You represent and warrant to the Promoter, and Us throughout the Term and any extension of this Agreement that:
 - (i) You hold all such licences and authorisations, including an Australian Financial Services Licence, as are necessary to perform Your obligations under this Agreement;
 - (ii) You will use reasonable endeavours to ensure that each of Your Advisers, employees, or authorised representatives hold all licences and authorities as are necessary to provide financial product advice for and to deal in the Products and Administration Services; and
- (e) Neither Promoter nor Us warrants that You, Your Advisers or the Clients' use of or access to the Platform and the provision of the Products and Administration Services will except as expressly provided for in this Agreement meet a certain standard, operate free of errors, delays or without interruption.
- (f) You acknowledge that You have used your own skill and judgement in selecting the Products and Administration Services and the Platform and neither Promoter nor Us, warrants that the Products and Administration Services and the Platform are suitable for You, Your Advisers and the Clients.

9. Termination

- (a) You may terminate this Agreement by giving notice to Promoter and Us if:
- (i) Promoter, or We breach any material term of this Agreement, and fails to remedy that breach within 30 days after receiving notice requiring it to do so;
 - (ii) Promoter or We attempt to assign or assign, any right under this Agreement otherwise than in accordance with this Agreement;
 - (iii) any event referred to in the paragraph (c) of this clause 9 happens to Promoter or Us (whether or not notified); or
 - (iv) the Platform Deed or the Super Promoter Agreement is terminated for any reason.
- (b) Promoter or We may terminate this Agreement by giving notice to You if:
- (i) You fail to pay any amount due under this Agreement to Promoter or Us and fail to remedy that breach within 14 days after receiving notice requiring it to do so;
 - (ii) 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;
 - (iii) You attempt to assign or assign any rights under this Agreement otherwise than in accordance with this Agreement;
 - (iv) any event referred to in the paragraph (c) of this Clause 9 happens to You (whether or not notified); or
 - (v) the Platform Deed or the Super Promoter Agreement is terminated for any reason.
- (c) Each Party (first Party) must notify the other if:
- (i) any step is taken to enter into any arrangement between the first Party and its creditors;
 - (ii) the first Party ceases to carry on business; or
 - (iii) 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 Promoter and the Suppliers.
- (e) Promoter or We may terminate this Agreement by giving 90 days' written notice to the Dealer Group.
- (f) On expiration or termination of this Agreement for any reason:
- (i) each Party must return to the other Party all confidential information in its possession, custody or control; and
 - (ii) the Client Fees continue to be payable to Us while moneys remain owing in connection with the Products and Administration Services and the Platforms.
- (g) Upon early termination or expiry of this Agreement:
- (i) We will continue to supply You Products and Administration Services and give access to the Platform and Facilitate the Supply of the Products and Administration Services supplied by Third Party Providers for a transition period to be mutually agreed and in any event no more than 90 days, on the terms contained in this Agreement and subject to You continuing to comply with such terms.

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 Administration Services and the Platform and Our proprietary software and systems used by Us to operate the Platform, and
- (b) nothing contained in this Agreement transfers ownership of any such Intellectual Property Rights to You.

11. Indemnity and Limitation of Liability

- (a) Subject to the remaining paragraphs of this clause 11, each Party (the "Indemnifier") agrees to indemnify the other Party (the "Indemnified Party") against any loss or damage suffered or incurred by the Indemnified Party as a result of any breach of this Agreement by the Indemnifier or as a result of any wilful misconduct or any unlawful or negligent act or omission of the Indemnifier or any of its employees, agents or contractors under or in connection with this Agreement.
- (b) Except for any losses suffered by a Client as a result of breach by Promoter or Us of Promoter's or Our obligations under Chapter 7 of the Corporations Act, Promoter's and Our total maximum aggregate liability to You, Your Advisers and the Clients whether arising in contract, tort (including negligence), statute, or otherwise (other than fraud or dishonesty) under or in connection with this Agreement or in relation to Products and Administration Services and the Platform, is limited to an amount equal to all Adjusted Client Fees collected by and actually paid to Us by or on behalf of You, the Advisers and the Clients in the 12 month period immediately prior to the date the cause of action arose.
- (c) Nothing in this Agreement excludes, restricts or modifies any liability of Promoter or Us for death or personal injury caused by Promoter or Us or our officers or employees.
- (d) Promoter and We exclude all liability to You, Your Advisers and the Clients for loss of actual or anticipated profits, revenue, savings, contracts and business opportunity, and all consequential or indirect loss arising out of, or in connection with, the performance of their respective obligations under 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 Us 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 any products or services provided pursuant to this Agreement, and each of Promoter and Us expressly exclude from this Agreement all such representations, warranties, conditions and undertakings.
- (f) Notwithstanding any other provision of this Agreement, nothing in this Agreement excludes, restricts or modifies:
 - (i) any condition or warranty implied in this Agreement under relevant legislation (including the Competition and Consumer Act); or
 - (ii) any right expressly granted under relevant legislation, to the extent that such exclusion, restriction or modification may contravene any relevant legislation or causes any part of this Agreement to be void.

- (g) To the extent that any relevant legislation permits each of Promoter and Us to limit their respective liability for breach of any such condition or warranty implied in this Agreement by relevant legislation, Promoter and We limit our respective liability to the extent permitted under that legislation. 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 Us 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 Promoter and Us to You, Your Advisers and the Clients under or in connection with this Agreement, whether in contract, tort (including negligence), statute or otherwise.

12. Dispute Resolution

- (a) No Party may start arbitration or court proceedings in relation to this Agreement (except proceedings seeking interlocutory relief) in respect of any dispute about this Agreement unless it has first complied with this clause.
- (b) A Party claiming that a dispute has arisen under this Agreement must notify the other Party (first notice). Within 14 days after the first notice is given each Party must nominate in writing to the other Party an employee authorised to settle the dispute on its behalf. During the 30-day period after the first notice is given (or if the parties agree a longer period, that longer period) each Party's nominee must use his or her best efforts to resolve the dispute.
- (c) If a dispute is not resolved within the time referred to or agreed within clause 12 (b), the dispute must be referred:
 - (i) for mediation, in accordance with the Australian Commercial Disputes Centre (ACDC) Mediation Guidelines; and
 - (ii) to a mediator agreed by the parties, or if the parties do not agree on a mediator, a mediator nominated by the then current Chief Executive Officer of ACDC or the Chief Executive Officer's nominee
- (d) Neither Party may unilaterally suspend or terminate any services nor obligations under this Agreement before completion of the dispute resolution process set out in this clause 12.
- (e) The Parties agree that unless otherwise agreed in writing, any costs related to the dispute resolution services including the mediator's fees and room hire will be shared equally between the Parties.

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:
 - (i) directed to the recipient's address specified in this Agreement or as altered by any notice; and
 - (ii) hand delivered or sent by prepaid post or facsimile to that address.

- (b) A notice given in accordance with this clause is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, 7 days after the date of posting;
 - (iii) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within 8 business hours after that transmission, the recipient informs the sender that it has not received the entire notice; or
 - (iv) 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.

Glossary

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 Products and Administration Services 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 of the Dealer Group
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 Products and Administration Services 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 Suppliers to Clients as more particularly described in the service guide or other document for the Products and Administration Services at the Distribution Commencement Date as varied from time to time

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.

Adviser Registration Form means the form completed and signed by Advisers and the Dealer Group authorising the Advisers to use and access the Platform and use the Products and Administration Services as amended from time to time.

Adviser's Representative means a person or employee appointed by You or your Advisers as a staff member who is authorised to issue Instructions to the Suppliers.

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 instrument traded through the ASX.

ASX Listed Securities Service the service offered by OneVue 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 and Administration Services issued by Us as Suppliers as at the Distribution Commencement Date as varied from time to time.

Australian Money Market means Australian Money Market Pty Limited ABN 56 126 032 755.

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 OneVue Wealth Services Limited 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 and Administration Services to facilitate transactions and payment of fees as more particularly described in the service guide for the Products and Administration Services issued by Us as Suppliers from time to time.

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

Client Fees means the fees charged to Clients for providing the Products and Administration Services as more particularly referred to in clause 7 (a) as amended from time to time.

Client Instructions means any lawful instruction issued to the Suppliers by an Adviser (or Adviser's Representative) or by a Client(s) in respect of any one or more of the Products and Administration Services, or a Portfolio of a Client(s).

Commencement Date means the date of this Agreement.

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 Us as Suppliers relating to the Platform, Products and Administration Services and Super Products and includes data of a Client.

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 the dealer group agreement between the Dealer Group, Promoter and Us, as set out in section 97 Terms and Conditions of this Form.

Directly-Held Asset and Liabilities means the administration, and reporting services provided by the Suppliers 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 and Administration Services issued, varied or replaced from time to time.

Directly-Held ASX Listed Securities means the administration, transaction and reporting services provided by the Suppliers 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 and Administration Services issued, varied or replaced from time to time.

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

Diversa, Us, the Trustee means Diversa Trustees Limited ABN 49 006 421 638, AFSL No 235153 RSE Licence No L0000635

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

Expiry Date means the date of expiry of the Platform Deed or similar agreement.

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 Suppliers, to supply or provide products and services to the Suppliers in connection with the Platform and Products and Administration Services or any other products or services arising out of this Agreement.

Facilitate the Supply means the Suppliers sending or otherwise communicating to a Third Party Provider an enquiry, order or request received from the Dealer Group, Advisers or Clients relating to any one or more Third Party Products via the systems integration links between the Suppliers and the Third Party Provider developed and owned by the Suppliers.

Facilitator means the Suppliers acting as a facilitator to Facilitate the Supply of Third Party Providers to, the Dealer Group, Advisers or Clients.

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.

Future Products and Services means those financial products and services and superannuation products the Suppliers 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 Suppliers appoint Promoter to distribute or promoter pursuant to the Platform Deed or Super Promoter Agreement or otherwise.

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 means Investor Directed Portfolio Services.

IDPS Guide means an investor directed portfolio service guide relevant or applying to the Products and Administration Services.

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

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.

Managed Account The managed account offered by OneVue Wealth Services Ltd 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 Platform and Products and Administration Services issued by OneVue Wealth Services Limited at the Commencement Date as varied from time to time.

Managed Account Model Portfolio The model portfolios offered by OneVue Wealth Services Ltd as part of its Managed Account offered as a registered managed investment scheme ARSN 112 517 656 as more particularly described in the product disclosure statement or other offer document for the Promoter Platform Products and Services issued by OneVue Wealth Services Limited at the Distribution Commencement Date as varied from time to time.

Managed Funds means the wholesale managed funds service operated by OneVue 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.

Nominated Dealer Group means a licensed financial planning dealer group carrying on business in Australia which:

- (a) holds all licences and authorisations, including an AFSL are necessary to provide financial product advice for and deal in the Products and Administration Services.
- (b) is nominated by Promoter to be supplied the Products and Administration Services, and
- (c) is approved by Promoter as a dealer group suitable for the supply of the Products and Administration Services (such approval not to be unreasonably withheld), and enters into a Dealer Group Agreement with the Suppliers and Promoter.

OneVue means OneVue Wealth, OneVue Services and Diversa as the context requires.

OneVue Services means OneVue Services Pty Limited ABN 71 104 037 256 of Level 5, 10 Spring Street Sydney NSW 2000.

OneVue Wealth means OneVue Wealth Services Limited ABN 70 120 380 627 AFSL 308868 of Level 5, 10 Spring Street Sydney NSW 2000.

Online Order Pad means the online order pad facility provided by OneVue which enables Advisers to buy and sell on behalf of Clients ASX Listed Securities, Managed Account Model Portfolios, Managed Funds as part of OneVue's wholesale managed funds service, Term Deposits and other functionality offered by the Supplier from time to time.

Online Order Pad Product List means the list of financial products You wish to include on the Online Order Pad as advised to Promoter and the Suppliers pursuant to clause 4(n).

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 Suppliers may interrupt its supply to You of online access to the Platform for any routine maintenance or upgrading which the Supplier considers necessary or has been requested by an External Supplier.

Platform means:

- (a) a branded website where 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 and other dealer groups, advisers and clients of the Products and Administration Services.

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

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 Platform and Products and Administration Services.

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 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 and Future Products and Services as varied from time to time.

Promoter means the company named as Promoter the details of which are set out in Section 3 of this Dealer Group Registration Form.

Regulatory Requirements means the Corporations Act 2001 and all other relevant laws, the conditions of any licence, authorisation or approval required to conduct its activities and policies and lawful directions issued by any government authority.

Related Corporation has the meaning given to Related Body Corporate in the Corporations Act but on the basis that Subsidiary has the meaning given in this Agreement and that body corporate includes an entity and a trust.

Related Party means a Related Corporation or an associate of the person for the purposes of section 11 to 16 (inclusive) of the Corporations Act.

Responsible Entity shall have the meaning contained in the Corporations Act.

Scheme means a registered managed investment scheme within the meaning of the Corporations Act.

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

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.

Suppliers means OneVue, OneVue Services and Diversa as the context requires.

Term means the term commencing on the Commencement Date and ending on the date referred to in clause 2 and which corresponds with the balance of the term of the Platform Deed and Super Promoter Agreement remaining as at the Commencement Date.

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 service guide for this service and facilitated by Australian Money Market as varied from time to time.

Third Party Provider means any natural person or any company which:

(a) first, enters into an agreement and arrangement with the Suppliers giving them the right to Facilitate the Supply of any one or more of the Products and Administration Services to Promoter, the Nominated Dealer Groups, Advisers and Clients, and

(b) then, enters into agreements or transactions with OneVue, Nominated Dealer Groups, Advisers and Clients for the supply of any one or more of these services.

We, Our or Us means collectively OneVue, OneVue Services and Diversa as the context requires.

"You", or "Your" means the Dealer Group.