

Adviser Registration Agreement Application Form



NWADADARAR

Please use **BLACK** pen and **BLOCK** letters when completing this application form ("Form").

The purpose of this Form is to allow a representative of the AFS Licensee to register as an Adviser to provide Services in connection with the Products under the Netwealth Terms and Conditions for Advisers and Representatives ("**Terms**") on page 3. This Form and the Terms together comprise the Adviser Registration Agreement ("**Agreement**"). The Terms contain some defined terms which are used in, and are also applicable to, this Form.

The registration of any Adviser to provide Services in connection with the Products is subject to the agreement of Netwealth which may be given or withheld at Netwealth's absolute discretion.

Step 1. Provide AFS Licensee details

AFS Licensee name	<input type="text"/>																													
Business name (where applicable)	<input type="text"/>																													
Netwealth Licensee code	<input type="text"/>					AFS License number	<input type="text"/>																							

Step 2a. Provide Adviser details

Mr/Mrs/Miss/Ms/Dr/Other	<input type="text"/>				Family name	<input type="text"/>																								
First name	<input type="text"/>																													
Email	<input type="text"/>																													
Phone	(<input type="text"/>)		<input type="text"/>										Mobile	<input type="text"/>																
Existing user name (if applicable)	<input type="text"/>																													
Authorised representative number	<input type="text"/>					(Please attach a copy of your authorisation) ¹																								
How would you prefer your Adviser name displayed to clients? For example, '[Name of Licensee] Pty Ltd - John Sample' or 'John Sample'	<input type="text"/>																													
Adviser Code Display Name	<input type="text"/>																													

¹ If you are not registered with ASIC as an authorised representative of the AFS Licensee further information will be required. Please contact Netwealth.

If this registration is for a corporate authorised representative, please also complete Step 2b.

Step 2b. Provide corporate authorised representative details (if applicable)

Company name	<input type="text"/>																													
Business name (if applicable)	<input type="text"/>																													
Authorised representative number	<input type="text"/>					(Please attach a copy of your authorisation)																								

Step 3. Provide further Adviser contact details

Business name (if applicable)

ABN - - -

Street address

Suburb/town State Postcode

Phone ()

Postal address

Suburb/town State Postcode

Email (general correspondence)

Step 4. Read and sign this Adviser declaration

By signing this Form and in consideration for Netwealth registering the Adviser, the Adviser agrees that they are bound by this Agreement (which, for the avoidance of doubt, comprises this Form and the Terms).

Name

Position/title Individual Adviser Director Sole director & sole company secretary
 Authorised person (please attach a copy of your authority)

Signature Date / /







Name

Position/title Director Company secretary
 Authorised person (please attach a copy of your authority)

Signature Date / /

It is recommended that you retain a copy of this completed Form for your own records.

Step 5. Once complete please send to us

- Send to us:  contact@netwealth.com.au  [Netwealth Investments Limited, Reply Paid 336, South Melbourne VIC 3205](#)
-  [Activities & Tasks > Document Upload > Other \(Advisers only\)](#)
- For more information:  netwealth.com.au  [1800 888 223](tel:1800888223)  [Your adviser](#)

Netwealth Terms and Conditions for Advisers and Representatives (“Terms”)

1. Introduction

- 1.1 Netwealth’s Terms are set out below. You should read these Terms carefully. Netwealth may, acting reasonably and to the extent reasonably necessary to protect its legitimate business interests, vary these Terms from time to time, with or without notice to You. If a material change to these Terms occurs, we will notify You within 30 days after the date on which the change occurred.
- 1.2 By submitting the Form, You agree to be bound by the Agreement and comply with these Terms when You provide Services, or You access Financial Products offered by Netwealth or Other Products administered by Netwealth.
- 1.3 NSS has appointed NIL as its agent for the purpose of this Agreement. You may deal with NIL in relation to all matters in connection with this Agreement, unless NSS notifies you otherwise.

2. Users

- 2.1 Where You nominate Users, they will have online access to Your Clients’ accounts. You are responsible for the nomination, revocation and monitoring of Users. You are liable for all the actions carried out by Users.

3. Relationship

- 3.1 Nothing in these Terms constitutes or is to be deemed to constitute Your appointment as an employee of, agent of, partner of or in a joint venture with Netwealth.
- 3.2 Netwealth may refuse to deal with You or a User.
- 3.3 You must not do or omit to do any matter or thing in carrying out the Services which would likely damage the reputation of Netwealth or cause a claim for compensation to be made against Netwealth.
- 3.4 You have no authority to make any oral or written representations on behalf of Netwealth.
- 3.5 Nothing in these Terms is to be interpreted as prohibiting or limiting Your right to carry out and conduct such other business, employment or undertaking as You see fit.

4. Your obligations

Compliance with the Law

- 4.1 You must at all times comply with the law and among other things You must:
 - 4.1.1 hold or be authorised under a current AFS Licence for the purposes of carrying out the Services and ensure compliance with Your licence obligations;
 - 4.1.2 hold appropriate professional indemnity insurance which complies with applicable law and includes protection against fraud by Representatives and Advisers;
 - 4.1.3 comply with Your duties to provide the Services accurately and appropriately;
 - 4.1.4 be a member of an external dispute resolution service and have appropriate dispute resolution processes in place;
 - 4.1.5 comply and have in place processes and controls to comply with the AML-CTF Requirements, including collection and retention of identification material; and

- 4.1.6 comply with any other applicable law.

Compliance with these Terms

- 4.2 You must:
 - 4.2.1 comply with these Terms; and
 - 4.2.2 comply with the Website Terms and Conditions, including but not limited to notifying Netwealth of a loss of password or other potential breach of security.

General obligations

- 4.3 You must:
 - 4.3.1 provide instructions to Netwealth only as authorised and instructed by a Client and ensure that Users provide instructions to Netwealth only as authorised and instructed by the Client;
 - 4.3.2 acquire a Financial Product (or an Underlying Product) on behalf of a Client only when You are satisfied the Client has been provided with the current PDS (and any supplementary PDS) for the Financial Product or the Underlying Disclosure Document for the Underlying Product, and the acquisition of the Financial Product or the Underlying Product (as relevant) by the Client would not be prohibited by relevant law or regulatory policy; and
 - 4.3.3 only supply information about a Client to Netwealth, or allow Users to do so, where You have used Your best endeavours to ensure all information is correct, accurate and complete. You acknowledge that Netwealth may decline to process or continue processing instructions if Netwealth is not reasonably satisfied that information provided is correct, accurate and complete.
- 4.4 You may report fraud and/or unethical behaviour of Netwealth or a Netwealth employee at any time via Netwealth’s whistleblower program. For more information, go to:
<https://www.netwealth.com.au/web/about-netwealth/whistleblower/>
- 4.5 You remain responsible for all actions taken by You and Users, or any person that obtains access to the Website using a password that has been issued to You or Users, whether that action is authorised by You or not and, for the purposes of this Agreement, their acts will be taken to have been done by You.

- 4.6 You agree that, before engaging in any retail product distribution conduct in relation to a Financial Product or Underlying Product, you will have considered the applicable TMD where required to so under Part 7.8A of the *Corporations Act 2001*.

Documentation and information

- 4.7 You must keep complete and up to date records of all Clients who have acquired Financial Products.
- 4.8 You may only access Client account information or allow Users to do so, if You continue to provide Services to the applicable Client and must cease to access such information when You cease to provide such Services to that Client.
- 4.9 Netwealth may request additional information from You subject to laws that affect a Client’s relationship with Netwealth. This may be required by Netwealth to comply with its obligations. Netwealth may require You to assist with gathering the requested Client information.

Netwealth Terms and Conditions for Advisers and Representatives (“Terms”) (Continued)

4.10 Netwealth reserves the right to communicate directly with Clients for any purpose that Netwealth determines is necessary for the legal or effective operation of Products held by the Clients.

Communications to Netwealth

4.11 You must notify Netwealth as soon as reasonably practicable and in any case within 10 Business Days if You become aware:

- 4.11.1 that You are no longer appropriately licensed or authorised to provide the Services;
- 4.11.2 that any Users cease to be a User for the purpose of providing Services;
- 4.11.3 that there is, or has been, a material change to the conditions of Your Licensee’s AFS License, such as regulator-imposed conditions or conditions that limit Your ability to provide Services;
- 4.11.4 that there is, or has been, a material breach of applicable law, Your policies or practices that may in any way affect Your provision of Services or have an impact on a Client;
- 4.11.5 of a material complaint made against You or a User by a Client; or
- 4.11.6 that any personal information of a Client has been compromised or disclosed in connection with a data breach or cyber security incident (including any such breach or incident not involving You).

4.12 You must notify Netwealth as soon as reasonably practicable and in any case within 10 Business Days of becoming aware that a Client:

- 4.12.1 has died;
 - 4.12.2 is no longer receiving Services from You;
 - 4.12.3 has requested their fees or ongoing fee arrangement to cease, or has not reconfirmed that fees are to continue with any fee opt-in or renewal as required by law; or
 - 4.12.4 has borrowed money within their Financial Products.
- 4.13 Subject to clause 4.14, You must provide documentation to Netwealth within 30 days of a request from Netwealth, including:
- 4.13.1 a copy of Your Licensee’s AFS Licence (and any corresponding authorisations), Your PII certificate of currency or Financial Services Guide;
 - 4.13.2 information to support Your compliance with the AML/CTF Requirements, including but not limited to Your AML program, Your AML processes and evidence of a Client’s identification; or
 - 4.13.3 other information as requested in writing by Netwealth.

4.14 You must provide documentation to Netwealth within 5 days of request from Netwealth, to show evidence of a Client’s identification, where this is required by AUSTRAC.

5. Adviser Remuneration

- 5.1 If a Client directs or authorises Netwealth to pay their Adviser Remuneration:
 - 5.1.1 You must ensure that the applicable direction or authorisation for payment of Adviser Remuneration, that has been provided by a Client, meets the requirements of the *Corporations Act 2001* and applicable ASIC regulatory guides (including RG 246) and is accurately communicated to Netwealth.

- 5.1.2 You must ensure that any payment of fees from a member’s superannuation account is for the sole purpose of providing superannuation advice in accordance with the SIS Act.
 - 5.1.3 You must promptly notify Netwealth if such direction or authorisation is (i) varied or withdrawn by a Client or (ii) no longer valid for any reason.
 - 5.1.4 You agree to repay or cause to be repaid to Netwealth on behalf of a Client any Adviser Remuneration paid to You which has not been validly and fully directed or authorised by the Client or is not compliant with the SIS Act. This clause 5.1.4 survives termination of this Agreement.
 - 5.1.5 You are responsible for all agreements with Clients regarding the payment of Adviser Remuneration and for all disclosures to Clients about the Adviser Remuneration.
 - 5.1.6 Netwealth will only pay Adviser Remuneration out of a Client’s cash account. Where a Client does not have sufficient funds, Netwealth will, in accordance with the Client’s request, sell down liquid assets to pay Adviser Remuneration. Netwealth will not pay Adviser Remuneration to You where the Client does not have a sufficient available cash balance in their cash account and does not have sufficient liquid assets.
 - 5.1.7 Payment of Adviser Remuneration will be made as directed or authorised by the applicable Client. You are responsible for ensuring that Your contact and bank details held by Netwealth are correct and current.
 - 5.1.8 You are responsible for all costs, charges and expenses incurred by You in relation to the provision of Services.
- 5.2 Netwealth reserves the right to withhold or cancel any Adviser Remuneration due and payable to You:
- 5.2.1 if this Agreement is terminated under clause 10;
 - 5.2.2 the applicable Client has requested the cessation of Adviser Remuneration; or
 - 5.2.3 the applicable Client’s direction or authorisation is withdrawn, terminates or expires, or is revoked including on the Client’s death. In such circumstances, You are not entitled to make a claim against Netwealth for any unpaid Adviser Remuneration.

6. Netwealth’s obligations

- 6.1 Netwealth will provide You with:
 - 6.1.1 an electronic interface to Netwealth in relation to Products through the Website;
 - 6.1.2 electronic access to the Website with the latest Product PDS (or PDS for an Underlying Product); and
 - 6.1.3 communications relating to Products.
- 6.2 Netwealth endeavours to provide access to the Website in accordance with the Website Terms and Conditions.
- 6.3 Netwealth will maintain the confidentiality of Your Clients’ details and comply with all relevant privacy laws and codes. Should Netwealth become aware of a material breach of Your Client’s privacy, Netwealth will notify You as soon as practical.

Netwealth Terms and Conditions for Advisers and Representatives ("Terms") (Continued)

- 6.4 Netwealth will notify You within 10 Business Days of deciding to refuse to deal with You or a User.
- 6.5 Netwealth will act on an instruction from a Client to remove You or a User from having access to the Client's account. Netwealth will notify You of this change within 10 Business Days.

7. GST & RCTI agreement

- 7.1 You acknowledge that You can issue tax invoices in respect of the provision of services to the Recipients and that You are registered for the GST when entering into these Terms. You must notify the Recipients as soon as practicable and in any case within 30 days, if You cease to be registered.
- 7.2 You agree not to issue tax invoices in respect of the services to the Recipients.
- 7.3 The Recipients agree that in consideration of You not issuing a tax invoice, they will issue You with an RCTI.
- 7.4 Each Recipient acknowledges that it is registered for the purpose of GST when it enters into these Terms and that it will notify You if it ceases to be registered or if it ceases to satisfy the requirements of any tax ruling required for the issuance of an RCTI to You.
- 7.5 Each Recipient agrees to indemnify You for any liability for GST and penalties that may arise from an understatement of the GST payable on the services supplied to that Recipient for which an RCTI has been provided.
- 7.6 You and the Recipients agree that this clause 7 is automatically modified in accordance with current GST law and tax rulings as required for the issuance of an RCTI from time to time.

8. Indemnity and Release

- 8.1 You agree to pay Netwealth the amount of any claims, liabilities, expenses, losses, penalties or costs (including legal costs on a full indemnity basis) ("**Losses**") Netwealth suffers or incurs arising out of or in connection with:
- 8.1.1 Your breach of these Terms; or
- 8.1.2 any conduct by You or Users while this Agreement is in effect in relation to the Services, Clients, the Financial Products, Other Products or the Website,
- except where and to the extent such Losses are directly caused by the fraud, negligence or wilful misconduct of Netwealth or its officers, employees or agents. This clause 8.1 and clause 5.1.4 are continuing obligations and survive termination of this Agreement. It is not necessary for Netwealth to incur any expense before acting to enforce this clause 8.1.
- 8.2 Where You or a User provide an instruction directly to Netwealth or cause an instruction to be provided to Netwealth by a third party, including by a share-broker, for Netwealth to trade investments or settle investment transactions (ie. to buy or sell) on behalf of a Client and Netwealth relies on that instruction to trade investments, You are responsible to ensure a Client has sufficient funds or assets to complete the trade, and that superannuation limits and other product restrictions are adhered to. If the trade cannot be completed, You will be responsible for any costs incurred by Netwealth or the Client as a result.

- 8.3 Subject to clause 8.4, neither party may assign or novate their rights or obligations under these Terms without the prior written consent of the other party (which will not be unreasonably withheld).
- 8.4 Netwealth may assign its rights under these Terms to any of its related bodies corporate without Your consent. Netwealth will, no less than 30 days prior to any such assignment, notify You in writing if it does so and the date the assignment will take effect.

9. Proper Law

- 9.1 These Terms are governed by the laws in force in Victoria. All parties submit to the non-exclusive jurisdiction of the courts of Victoria.

10. Termination

- 10.1 Either party may terminate this Agreement on 5 Business Days' notice.
- 10.2 Netwealth may terminate this Agreement immediately if:
- 10.2.1 You become insolvent;
- 10.2.2 You cease to carry on business;
- 10.2.3 Your Licensee's AFS License is cancelled, suspended or varied (in a materially adverse way); or
- 10.2.4 You breach the *Corporations Act 2001* in a material respect or you breach these Terms in a material respect.

11. Your Privacy

- 11.1 Netwealth may collect personal information from You. This may include, but is not limited to, Your name, contact details, date of birth, or forms of identification.
- 11.2 Netwealth may use any personal information collected under clause 11.1 for the following purposes:
- 11.2.1 assessment of identification;
- 11.2.2 assessment of applications for registration; and
- 11.2.3 assisting customers with queries.
- 11.3 Netwealth may also provide any personal information collected under clause 11.1 to:
- 11.3.1 enable the operation of Products (such as by providing details to fund managers, life insurers, etc);
- 11.3.2 give effect to Your instructions (such as the provision of data feeds);
- 11.3.3 enable research to be conducted by fund managers; and/or
- 11.3.4 enable Netwealth to provide You with Other Products via the Website.
- 11.4 Netwealth may provide details, including personal details, of You where required to do so in accordance with law.
- 11.5 Subject to certain permitted exceptions, You are entitled to access personal information that we hold about You. You may also request a current list of third parties, and the type of information supplied, at any time.

Netwealth Terms and Conditions for Advisers and Representatives ("Terms") (Continued)

11.6 Netwealth is bound by the *Privacy Act 1988* (Cth) and in accordance with the Australian Privacy Principles has a Privacy Policy, this is available free of charge via links provided on the Website or by contacting us to request a copy.

12. Definitions

Unless the context requires otherwise, when used in this Agreement the following terms have the meanings given to them below (and where a term is defined, its other grammatical forms have corresponding meanings):

Adviser: an authorised representative of an AFS Licensee, where "authorised representative" has the meaning given to it in s761A of the *Corporations Act 2001*.

Adviser Remuneration: a fee agreed by an Adviser and a Client to be paid for financial product advice provided by You in relation to the Products.

AFS Licence: an Australian financial services licence granted by the Australian Securities and Investments Commission under s913B of the *Corporations Act 2001*.

AFS Licensee: the holder of an AFS Licence.

Agreement: the Form and these Terms, which together comprise the contractual agreement between You and Netwealth.

AML/CTF Requirements: the requirements under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any regulations or rules made under it.

Business Day: a day other than a Saturday, Sunday or public holiday in Melbourne.

Client: a person who has invested in or holds an account in a Product (or has previously invested in or held an account in a Product) and who has nominated You as their nominated financial adviser in connection with that Product and who has not subsequently cancelled that nomination.

Data: any data, information or content you access, receive or use via a data feed.

Data Feed Terms: the 'Netwealth Terms and Conditions for the provision of data feeds' as amended from time to time.

Financial Products: a financial product that is issued or made available by Netwealth including, without limitation, a superannuation master fund, an investor directed portfolio service or a managed investment scheme.

Form: the 'Application Form' as set out on pages 1 – 3 of this document.

GST: Goods & Services Tax.

In writing: includes by any form of electronic communication.

Netwealth, us, we: unless the context requires otherwise:

- (a) NSS, to the extent the reference relates to the Netwealth Superannuation Master Fund; and
- (b) NIL, to the extent paragraph (a) does not apply,

or any administrator appointed by Netwealth for the purpose of providing You with access to Products.

NIL: Netwealth Investments Limited (ACN 090 569 109).

NSS: Netwealth Superannuation Services Pty Ltd (ACN 636 951 310).

Other Products: a product that Netwealth administers including, without limitation, the Self-Managed Superannuation Fund accounting service, XWrap or annuities.

PDS: a product disclosure statement, investor directed portfolio service guide or other disclosure document issued from time to time by Netwealth in connection with a Financial Product.

Products: Financial Products and Other Products.

RCTI: 'recipient created tax invoice' for the purposes of GST.

Recipients: Netwealth Superannuation Master Fund (ABN 94 573 747 704) and Netwealth Wrap Service (ABN 85 090 569 109).

Representative: an employee or director of an AFS Licensee, any employee or director of a related body corporate of an AFS Licensee, or any other person acting on behalf of an AFS Licensee, other than an Adviser or User.

Retail product distribution conduct: has the meaning given to that term in s994A(1) of the *Corporations Act 2001* (Cth).

Services: the services You provide to Clients when You deal in, promote or provide financial product advice in relation to Products or Underlying Products.

SIS Act: *Superannuation Industry Supervision Act 1993* (Cth).

Terms: means:

- (a) these 'Netwealth Terms and Conditions for Advisers and Representatives'; and
- (b) where You request that Netwealth provide Data to a Third Party Software Provider, the Data Feed Terms,

as amended from time to time.

Third Party Software Provider: means a third party provider listed in the Form.

TMD: means "target market determination" as defined in s994A(1) of the *Corporations Act 2001*.

Underlying Disclosure Document: a disclosure document (such as a PDS or prospectus and including any relevant supplementary PDS or prospectus) relating to an Underlying Product.

Underlying Product: a financial product that a Client may acquire a legal or economic interest in through a Product.

User: a person nominated by You, and accepted by Netwealth, as a 'User' via an 'Adviser User nomination' form to carry out administrative functions provided in accordance with this Agreement.

Website: the Netwealth website at www.netwealth.com.au and related websites and/or other websites used by Netwealth from time to time in connection with the Products.

Website Terms and Conditions: the Netwealth website terms and conditions (www.netwealth.com.au/web/terms-and-conditions/) as amended from time to time.

You: the Adviser or Representative (as applicable) that is listed in Step 2a in the Form. **Your** and **Yourself** have corresponding meanings.

Your Licensee: The AFS Licensee of which you are an Adviser or Representative (as applicable).