

Adviser Registration Agreement Application Form

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

The purpose of this Form is to allow You to register as an Adviser who provides Services in connection with the Products and to enter into an agreement with Netwealth on the Netwealth Terms and Conditions for Advisers on page 4. 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 Licence number <input type="text"/>

Step 2. Provide authorised representative details

Is this registration for an Individual Adviser or Corporate Authorised Representative?

<input type="checkbox"/> Individual Adviser	<input type="checkbox"/> Corporate Authorised Representative
Company name (if Corporate Authorised Representative)	<input type="text"/>
Authorised representative number	<input type="text"/> (Please attach a copy of your authorisation)

Step 3. Provide Adviser details

Mr/Mrs/Miss/Ms/Dr/Other	<input type="text"/>	Family name	<input type="text"/>
Given name (s)	<input type="text"/>		
Are you known by any other name?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="text"/>
Date of birth	<input type="text"/>	/	<input type="text"/>
Residential address (PO Box is NOT acceptable)	<input type="text"/>		
Suburb/town	<input type="text"/>		
State	<input type="text"/>	Postcode	<input type="text"/>
		Country (if not Australia)	<input type="text"/>
Email	<input type="text"/>		
Phone	(<input type="text"/>)	<input type="text"/>	Mobile <input type="text"/>

Step 3. Provide Adviser details (continued)

If you do not have an Australian driver's licence or passport, or if you are using a foreign identity document, you will need to provide a certified copy of your identification. More information about acceptable identification and certification requirements is available online in our 'How to certify an identification document' guide.

Your Identification Details are required to enable Netwealth to confirm them with the Australian Government. Your Identification Details will be submitted to the Australian Government's Document Verification Service ('DVS'). The DVS is a national online system that allows organisations to compare an individual's identifying information with a government record. More information about the DVS is available on their website https://www.dvs.gov.au.

Form fields for Australian driving licence number, State of issue, Date of issue, Card number, OR Passport number, and Date of expiry.

By ticking the box below, you authorise us to use the details provided to verify your identity against records held by various Government agencies/bodies, for example an agency or body that issue passports, drivers licences or other identification cards (the 'Issuer or Official Record Holder of government records').

Confirmation box: I confirm that I: am authorised to provide the details and any supporting identification documents; and agree that these details may be checked against records held by the Issuer or Official Record Holder of government records.

You do not have to give your consent in this section. In any event (whether you give consent or otherwise), we may request further information to meet our Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) obligations and be unable to process your request until that information is received and accepted.

Form fields for Existing user name (if applicable), Authorised representative number, How would you prefer your Adviser name displayed to clients?, and Adviser Code Display Name.

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

Step 4. Provide further business contact details

Form fields for Business name (if applicable), ABN, Business street address, Suburb/town, State, Postcode, Phone, Business postal address, Suburb/town, State, Postcode, and Email (general correspondence).

Step 5. 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 6. Once complete please send to us

- Send to us:**  contact@netwealth.com.au
 [Activities & Tasks > Document Upload](#)
- For more information:**  netwealth.com.au  1800 888 223  [Your adviser](#)

Netwealth Terms and Conditions for Advisers

1. Introduction

- 1.1 The Terms are set out below. You should read these Terms carefully. We may vary these Terms by notice to You in Writing. We will give You 30 days' written notice of any variation that we reasonably consider to be materially adverse to Your interests, except where the variation is required for us to comply with applicable law, in which case we will give written notice to You as soon as reasonably practicable.
- 1.2 By submitting the Form, You agree to be bound by the Agreement and comply with these Terms. These Terms become binding on You and us when we register You as an Adviser, and continue in effect until this Agreement is terminated.
- 1.3 We may determine not to register You in our sole discretion.
- 1.4 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 a User, the User will have online access to Your Clients' accounts at the level of access as nominated by You in the User Nomination Form. You are responsible for the nomination, revocation and monitoring of Users. You are liable for all the actions carried out by Users.
- 2.2 If You nominate a User who is not an Adviser to have Full Access, You represent and warrant to us that the User will only perform administrative functions on Your behalf and will not provide any Services.
- 2.3 You must promptly terminate the nomination of a User by providing notice in Writing to us (or ensuring Your Licensee does so) if they are no longer authorised by You to access an Account or to carry out administrative functions on Your behalf.

3. Relationship

- 3.1 Nothing in these Terms creates a relationship of employment, trust, agency, partnership between You and Netwealth, other than as expressly stated in clause 11.
- 3.2 Netwealth may refuse to deal with You or a User. Netwealth will notify You within 10 Business Days of deciding to refuse to deal with You or a User.
- 3.3 You must not do or omit to do any thing in carrying out the Services which You suspect or reasonably should suspect could damage the reputation of Netwealth or cause a claim for compensation to be made against Netwealth.
- 3.4 You acknowledge and agree that You have no authority to make any oral or written representations on behalf of Netwealth and You must not purport to do so.
- 3.5 You acknowledge and agree that we may or may be required to make decisions regarding the Products and Underlying Products held by or for Clients independently of You or the Client in accordance with our internal policies, the governing rules of the relevant Product, applicable PDS or Underlying Disclosure Document, or applicable law. Such decisions may include refusing

an instruction from You, a User or the Client to acquire a Product or Underlying Product or redeeming the Client's interest in an Underlying Product without instructions.

4. Your obligations

Compliance with the law

- 4.1 You must at all times comply with the law and among other things You must at all times:
 - 4.1.1 be authorised under a current AFS Licence for the purposes of carrying out the Services;
 - 4.1.2 have adequate arrangements for the management of conflicts of interest that may arise in respect of Your performance of the Services or this Agreement, and notify Netwealth promptly upon becoming aware of an actual or potential conflict of interest that could adversely impact the Services or a Client;
 - 4.1.3 comply with the terms of any applicable PDS or Underlying Disclosure Document;
 - 4.1.4 hold or be the beneficiary of appropriate professional indemnity insurance which includes protection against employee fraud;
 - 4.1.5 comply with Your duties to provide the Services accurately and appropriately and in the best interests of Clients, including fairly and accurately representing the Products and Underlying Products to Clients and not making any statement in relation to the Products or Underlying Products which is false, inaccurate or misleading; and

comply with the AML/CTF Program of Your Licensee and cooperate fully with any reasonable requests from Your Licensee or us made for the purposes of the requirements of the AML/CTF Act.

Compliance with these Terms

- 4.2 You must:
 - 4.2.1 act at all times in accordance with these Terms;
 - 4.2.2 to the extent that an Ongoing Fee Arrangement is in place with a Client, comply with the obligations in Division 3 of Part 7.7A of the Corporations Act and provide Netwealth with any information and documents, as reasonably requested, in relation to the Ongoing Fee Arrangement;
 - 4.2.3 hold secure all information and other material supplied by Netwealth, including but not limited to, sales support materials, disclosure statements, computer programmes, promotional statements and other documentation in relation to the Products and Underlying Products; and
 - 4.2.4 comply with, and ensure all Users comply with, the Website Terms and Conditions, including but not limited to:
 - 4.2.4.1 not sending, disclosing or sharing any Login Details for an Account issued to You or a User to or with any other person; and
 - 4.2.4.2 immediately notifying Netwealth if You or any User become aware or suspect that any Login Details may have been used or become known by someone else.

Netwealth Terms and Conditions for Advisers

4.3 You acknowledge and agree that Login Details are for the sole use of the individual User in respect of whom the Account is provided and no other person, including any other Licensee Party.

General obligations

4.4 You must:

4.4.1 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;

4.4.2 arrange for a Client to acquire a Netwealth Product (or an Underlying Product) only when You are satisfied the Client has been provided with the current PDS (and any supplementary PDS) for the Netwealth Product or the Underlying Disclosure Document for the Underlying Product, and the acquisition of the Netwealth Product or the Underlying Product (as relevant) by the Client would not be prohibited by relevant law or inconsistent with guidance published by a Regulator; and

4.4.3 only supply information (including Personal Information) about a Client to Netwealth, or allow Users to do so, where You have the consent of the Client and use 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. However, Netwealth is under no obligation or duty to You, Users or to Clients to decline to process or continue processing instructions in such circumstances.

4.5 You must not engage in, authorise, procure or benefit from any of the following in relation to the Services:

4.5.1 unsolicited real-time promotion of financial products to retail clients (e.g. cold calling);

4.5.2 misleading or deceptive statements to attract or influence clients;

4.5.3 use of unlicensed third parties to provide financial advice or arrange product acquisition; or

4.5.4 referral or lead payment arrangements that may constitute conflicted remuneration or incentivise biased advice.

4.6 You may report fraud 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/>

4.7 You are responsible for all actions taken by Users and any person that obtains access to the Website using the Login Details of You or other User, 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.

Design and distribution obligations

4.8 You acknowledge that You are a person who engages in retail product distribution conduct (a "distributor") in respect of Netwealth Products and Underlying Products and agree to comply

with the obligations applying to distributors under the Corporations Act, including the design and distribution obligations in Part 7.8A of that Act.

4.9 You agree that, before engaging in any retail product distribution conduct in relation to a Netwealth Product or Underlying Product, You will consider the applicable TMD and ensure that any distribution conditions set out in the TMD are complied with.

4.10 You must, in respect of Services you provide relating to a Netwealth Product:

4.10.1 comply with the distribution conditions set out in the TMD;

4.10.2 report any significant dealing inconsistent with the TMD to Netwealth as soon as practicable, but no later than 10 business days after becoming aware of the significant dealing, at ddo@netwealth.com.au, unless already reported to Netwealth by Your Licensee; and

4.10.3 report complaints you receive from Clients about the Netwealth Product to complaints@netwealth.com.au, as required in the relevant TMD, unless already reported to Netwealth by Your Licensee.

Documentation and information

4.11 You must keep complete and up to date records of all Clients who acquire a Netwealth Product and of all statements or records of advice provided by You to Clients in respect of a Netwealth Product.

4.12 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 Services to that Client.

4.13 Netwealth may request Client information from You, including Personal Information, subject to the Privacy Act and our Privacy Policy, where reasonably necessary, including where Netwealth requires the information to comply with applicable law. You agree to use best endeavours to assist Netwealth with gathering the requested Client information, including seeking the consent of the Client where necessary.

4.14 Netwealth may request information and documents from You or Your representatives in order to carry out applicable customer identification procedures under our AML/CTF Program or otherwise for the purpose of our compliance with the AML/CTF Act. You must promptly, and in any case within 5 calendar days, provide (or procure that the representative provides) any such information or documents to us and You acknowledge and agree that we may suspend or terminate facilities otherwise available to You or to Users or relevant Clients until such information is provided to our satisfaction.

4.15 You must provide Netwealth with all information and documents relating to the Services within Your knowledge, possession or control as and within such time as reasonably requested in Writing by Netwealth. Without limitation, Netwealth may request any of the following documents and information from You:

Netwealth Terms and Conditions for Advisers

- 4.15.1 copies of statements or records of advice provided to Clients by You where Adviser Remuneration has been paid or requested to be paid from a Netwealth Product, or any other documentation to enable Netwealth to confirm the Adviser Remuneration is in respect of Services provided to the Client and the requirements in clause 5 have been met;
- 4.15.2 a copy of the written notice authorising You to provide a specified financial service or financial services on behalf of Your Licensee under section 916A(1) or on behalf of Your authoriser under section 916B(3) of the Corporations Act (as relevant);
- 4.15.3 a certificate of currency for Your professional indemnity insurance; and
- 4.15.4 Your financial services guide.
- 4.16 Netwealth may communicate directly with a Client for any purpose that Netwealth determines is necessary or desirable, including but not limited to communications relating to:
- 4.16.1 Products and Underlying Products that are or were held by or for the Client; and
- 4.16.2 concerns Netwealth may have in relation to the Services, Your conduct, or the conduct of any Licensee Party.

Netwealth is not required to forward or provide a copy of such direct communications to You or to notify You that they have occurred.

Communications to Netwealth

- 4.17 You must notify Netwealth as soon as reasonably practicable and in any case within 10 Business Days if You become aware:
- 4.17.1 that You are no longer appropriately authorised to provide the Services;
- 4.17.2 that any Users are no longer authorised by You to be a User;
- 4.17.3 that there is, or has been, a material breach of applicable law, Your or Your Licensees' policies or procedures that may in any way affect Your provision of Services or have an impact on a Client;
- 4.17.4 of a material complaint made against You or a User by a Client; or
- 4.17.5 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) ("Data Breach"). You must also notify Your Licensee in such circumstances, as soon as practicable.
- 4.18 If the Data Breach or cyber security incident relates to the Data held or controlled by You in respect of a Client, You must:
- 4.18.1 cooperate with any reasonable instructions or requests from us or Your Licensee for the purposes of investigating, mitigating the impact of or preventing further occurrences of the Data Breach, including providing access to You, Your staff, processes as systems; and
- 4.18.2 not notify a Client, Regulator or any third party of the Data

Breach without our prior Written consent.

- 4.19 You must notify Netwealth as soon as reasonably practicable and in any case within 10 Business Days of becoming aware that a Client:
- 4.19.1 has died;
- 4.19.2 is no longer receiving Services from You, including because the Client has appointed a replacement financial adviser;
- 4.19.3 has requested Adviser Remuneration or their Ongoing Fee Arrangement to cease, or has not renewed their Ongoing Fee Arrangement; or
- 4.19.4 has borrowed money to invest in or contribute to a Netwealth Product.

5. Adviser Remuneration

- 5.1 You may request Adviser Remuneration be paid to Your Licensee from a Client's account or interest in a Netwealth Product ("Advice Fee Request"). Any Advice Fee Request must be accompanied by a copy of the Client's Written consent, direction or other authorisation for the payment of the Adviser Remuneration to Your Licensee ("Authorisation").
- 5.2 If You make an Advice Fee Request, You must ensure that:
- 5.2.1 the Authorisation has been provided by the Client and is in the form required by us from time to time;
- 5.2.2 the payment by Netwealth of the Adviser Remuneration would not breach applicable law including any requirement of the SIS Act, Corporations Act or applicable ASIC regulatory guides (including RG 246) or any agreement between You and the Client (including any Ongoing Fee Arrangement);
- 5.2.3 any payment of Adviser Remuneration from a Client's interest in the Netwealth Superannuation Master Fund pursuant to that request will only be for personal advice provided by You in respect of the Client's interest in that fund; and
- 5.2.4 You must promptly notify Netwealth if the Client revokes, withdraws, varies or does not renew the Authorisation or if it is no longer valid for any reason.
- 5.3 You acknowledge and agree that we may require Your Licensee to repay to us, and that we may set off such amounts against amounts owing or payable to Your Licensee (including other Adviser Remuneration), any Adviser Remuneration in respect of Your Services paid to Your Licensee other than in accordance with this clause 5. This clause 5.3 survives termination of this Agreement.
- 5.4 Netwealth will only pay Adviser Remuneration out of a Client's cash account. Where a Client does not have sufficient funds in their cash account, Netwealth will, in accordance with the Client's request, sell down liquid assets to pay Adviser Remuneration. Netwealth will not pay Adviser Remuneration where the Client does not have a sufficient available cash account balance and does not have sufficient liquid assets.
- 5.5 Subject to this clause 5, payment of Adviser Remuneration will be made in accordance with the Authorisation and paid to Your Licensee.

Netwealth Terms and Conditions for Advisers

- 5.6 You are responsible for all costs, charges and expenses incurred by You in relation to the provision of Services.
- 5.7 Netwealth reserves the right to withhold or refuse to pay any Adviser Remuneration for any reason, acting reasonably, including if:
- 5.7.1 we are not satisfied the payment would be in accordance with applicable law;
- 5.7.2 we reasonably consider:
- 5.7.2.1 the activities of any Licensee Party have resulted or may result in a material breach of this Agreement or the Licensee Registration Agreement, including where You or Your Licensee have not complied with our requests for information or documents to our reasonable satisfaction; or
- 5.7.2.2 the payment may cause us to breach any applicable law, industry code or our internal policies (including any advice fee limits set from time to time for a Netwealth Product);
- 5.7.3 if this Agreement or Your Licensee's Licensee Registration Agreement is terminated;
- 5.7.4 You are a User and Your access to the relevant Client's account is suspended or reduced from Full Access to Browse Only Access or Remuneration Reports Only Access under clause 16.1.1;
- 5.7.5 the Client has requested the cessation of Adviser Remuneration; or
- 5.7.6 the Client's Authorisation is withdrawn, terminates or expires, or is revoked, including on the Client's death.
- 5.8 We are not responsible for any Loss arising from exercising our rights under clause 5.7 and no Licensee Party is entitled to make a claim against us for any unpaid Adviser Remuneration, including any Adviser Remuneration paid by us to Your Licensee and which is not paid by Your Licensee to You.

6. Confidentiality

- 6.1 Each party that obtains Confidential Information of the other party must:
- 6.1.1 only use the Confidential Information for the purposes of this Agreement;
- 6.1.2 keep the Confidential Information confidential, private and secure and not disclose the Confidential Information to a third party (other than as required by law or to professional advisers, insurers or auditors of either party on a strictly confidential basis) without the prior Written consent of the other party; and
- 6.1.3 use its best endeavours to ensure that any of its officers, employees, agents, auditors, consultants and sub-contractors who receive Confidential Information comply with this clause,
- until the Confidential Information is in or enters the public domain for reasons other than a breach of this Agreement.

7. Netwealth's obligations

- 7.1 Through the Website, Netwealth will provide Users with:

- 7.1.1 an electronic interface to Netwealth in relation to Products;
- 7.1.2 electronic access to each current PDS and Underlying Disclosure Document as notified to Netwealth by the issuer of the Underlying Product; and
- 7.1.3 communications relating to Products.
- 7.2 Netwealth will provide Users access to the Website via an Account in accordance with the Website Terms and Conditions.
- 7.3 Netwealth will maintain the confidentiality of Your Clients' Personal Information and comply with the Privacy Act. Should Netwealth become aware of a material breach of Your Client's privacy, Netwealth will notify You as soon as practicable.
- 7.4 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.

8. Adviser warranties

- 8.1 You represent and warrant that at all times during the term of this Agreement:
- 8.1.1 You are authorised under Your Licensee's AFS Licence to provide the Services in relation to the Products;
- 8.1.2 You are registered on ASIC's Netwealth Adviser Register;
- 8.1.3 You will disclose to Netwealth, as soon as reasonably practicable, if You become aware that You are being prosecuted on any basis;
- 8.1.4 You will disclose to Netwealth, as soon as reasonably practicable, if You become aware that You are under investigation for any reason by a Regulator or if a Regulator begins proceedings against You;
- 8.1.5 You are solvent and are able to meet Your debts as they fall due;
- 8.1.6 any Personal Information of a Client provided by You to us is provided with the consent of that Client; and
- 8.1.7 in accordance with clause 5.2.3, any Adviser Remuneration paid from a Client's interest in the Netwealth Superannuation Master Fund pursuant to an Advice Fee Request will only be for personal advice provided by You in respect of the Client's interest in that fund.

9. Adviser attestation

- 9.1 Within 15 Business Days of Netwealth's request and in respect of the relevant period specified in the request, You must provide an attestation in Writing and any requested supporting documentation to Netwealth in connection with Your performance of Your obligations under this Agreement. This attestation may include, but is not limited to:
- 9.1.1 that You have complied with Your obligations under this Agreement and that each of the warranties in clause 8 remains accurate;
- 9.1.2 that You have ensured that Adviser Remuneration has been charged and deducted in accordance with the terms of this Agreement and any Ongoing Fee Arrangement; and

Netwealth Terms and Conditions for Advisers

9.1.3 that You have complied with Your Licensee's AML/CTF Program in respect of all Clients.

10. GST

10.1 You represent and warrant that You can issue tax invoices in respect of the provision of Services to Clients and that You are registered for GST when entering into this Agreement. You must notify Netwealth as soon as practicable and in any case within 30 days, if You cease to be registered.

10.2 You agree that Netwealth is to act as your agent in a limited capacity to issue invoices on your behalf in respect of Services provided by You to the Clients. This limited agency arrangement is for the sole purpose of enabling Netwealth to issue invoices in respect of the Services provided by You and for no other purpose. Netwealth does not act as agent for You in any other respect.

10.3 You agree to not issue tax invoices in respect of the Services provided to Clients.

10.4 Where Clients request a tax invoice in respect of the Services provided by You, Netwealth agrees to issue a tax invoice on Your behalf, in respect of the services provided by You to the Clients.

10.5 Netwealth 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 by You to a Client for which a tax invoice has been issued on your behalf by Netwealth.

10.6 You and Netwealth agree that this clause 10 is automatically modified in accordance with current GST law and tax rulings as required for the issuance of tax invoices from time to time.

11. Limitation of liability

General

11.1 Netwealth is not liable to You or any Licensee Party or other person (including any Client) for Loss arising from or in connection with:

- 11.1.1 Netwealth following an instruction or relying on information given to us by a Client, Licensee Party or any person using the Login Details of a User;
- 11.1.2 the unavailability of all or part of the Website or particular facilities ordinarily available through the Website (including Account access);
- 11.1.3 incomplete or inaccurate information supplied to us by third parties (including issuers of Underlying Products) which is made available on the Website or otherwise communicated to a Client or Licensee Party; or
- 11.1.4 a Client acquiring, holding or disposing of an interest in an Underlying Product;
- 11.1.5 any delay in Netwealth acting on, or Netwealth not acting on, an instruction or request where Netwealth considers in its sole discretion that the instruction or request is or may not be legitimate, provided that Netwealth uses reasonable endeavours to investigate the legitimacy of the instruction or request until it is reasonably satisfied of its legitimacy or lack thereof,

except where and to the extent such Loss is directly caused by the negligence, misconduct or default of Netwealth or its officers, employees or agents.

NSS limitation of liability

11.2 You acknowledge and agree that NSS enters into this Agreement as trustee of the Netwealth Superannuation Master Fund and its liability in connection with this Agreement is limited to the extent it is entitled to and is in fact able to recover that liability or pay the relevant amount from the assets of the Netwealth Superannuation Master Fund.

11.3 The limitation in clause 11.2 does not apply to the extent NSS:

- 11.3.1 is unable to recover or pay the amount from the assets of the Netwealth Superannuation Master Fund because of its conduct which disentitles it from exercising its right of indemnity against those assets; or
- 11.3.2 otherwise fails to exercise its right of indemnity in circumstances where it is not disentitled.

12. Indemnity and release

12.1 You indemnify Netwealth against and agree to pay Netwealth the amount of any claims, liabilities, expenses, losses, penalties or costs (including legal costs on a full indemnity basis) ("Loss") Netwealth suffers or incurs arising out of or in connection with:

- 12.1.1 Your breach of these Terms; or
- 12.1.2 any fraud, dishonesty, reckless or negligent act or omission under or in connection with the Services, a Product, the Website, an Account or this Agreement by You or Users, except where and to the extent such Loss is directly caused by the fraud, negligence or wilful misconduct of Netwealth or its officers, employees or agents.

This clause 12.1 and clause 5.3 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 12.1, however Netwealth must take reasonable steps to mitigate its Loss and any amount payable by You to Netwealth under this clause 12.1 is reduced to the extent Netwealth fails to do so.

12.2 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 Loss suffered or incurred by Netwealth or the Client as a result.

12.3 You may not assign or novate Your rights or obligations under these Terms without our prior Written consent (which will not be unreasonably withheld).

Netwealth Terms and Conditions for Advisers

12.4 Netwealth may assign its rights or novate its obligations 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 or novation, notify You in Writing if it does so and the date the assignment or novation will take effect.

13. Governing law and jurisdiction

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

14. Termination

14.1 Either party may terminate this Agreement on 5 Business Days' notice.

14.2 Netwealth may terminate this Agreement immediately if:

14.2.1 You become insolvent;

14.2.2 You cease to carry on business;

14.2.3 Your Licensee's AFS License is cancelled, suspended or varied in a materially adverse way; or

14.2.4 You breach the Corporations Act in a material respect, you breach these Terms in a material respect, or a warranty given by You in clause 8 is or becomes inaccurate.

15. Effect of termination

15.1 If this Agreement is terminated for any reason, all access for Users will automatically be terminated and You will no longer be registered as an Adviser.

15.2 On termination of this Agreement:

15.2.1 any accrued rights and obligations of the parties will not be affected; and

15.2.2 You must not represent to any Client that:

15.2.2.1 any Adviser Remuneration in respect of Services provided after termination may be deducted from the Client's Netwealth Product or Products; or

15.2.2.2 that You are registered with Netwealth as an Adviser.

16. Suspension and limitation of access

16.1 Netwealth may, in its absolute discretion:

16.1.1 suspend a User's access to the Website entirely, or suspend the User's ability to undertake certain activities in respect of a Client account (for example, removing Full Access for a User and replacing it with Browse Only Access or Remuneration Reports Only Access); and

16.1.2 determine to limit a User's access to existing Client accounts and not provide access to any new Client accounts.

16.2 If we undertake any of the actions in clause 16.1, we will inform You in Writing within a reasonable time. We will inform you in Writing if we determine to restore access following the period of suspension or limited access, within a reasonable time.

16.3 If we suspend or limit Your access under this clause 16.1 and the issue which has caused us to do so is capable of being remedied by You (for example, by completing additional training or tests), we will give You a reasonable opportunity to do so.

17. Your Privacy

17.1 Netwealth may collect Personal Information from You (if You are an individual). This may include, but is not limited to, Your name, contact details, date of birth, drivers' licence and other forms of identification.

17.2 Netwealth may use any Personal Information collected under clause 17.1 for the following purposes:

17.2.1 assessment of identification;

17.2.2 assessment of applications for registration; and

17.2.3 assisting customers with queries.

17.3 Netwealth may also use or disclose the Personal Information collected under clause 17.1 to:

17.3.1 enable the operation of Products (such as where that Personal Information is required by issuers of Underlying Products);

17.3.2 give effect to Your instructions;

17.3.3 enable research to be conducted by fund managers; and

17.3.4 enable Netwealth to provide You with Other Products.

17.4 Netwealth may disclose Your details, including Personal Information, to a Regulator or other third party where required to do so in accordance with applicable law.

17.5 Subject to certain permitted exceptions, You are entitled to access Personal Information that we hold about You.

17.6 Netwealth is bound by the Privacy Act and in accordance with the Australian Privacy Principles has a Privacy Policy, which is available free of charge via links provided on the Website or by contacting us to request a copy.

18. 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):

Account: an account issued by Netwealth to a User which provides access to the Website and which may be accessed with Login Details.

Advice Fee Request: is defined in clause 5.1.

Adviser:

(a) an authorised representative of an AFS Licensee, where "authorised representative" has the meaning given to it in s9 of the Corporations Act; or

Netwealth Terms and Conditions for Advisers

- (b) an individual appointed by an AFS Licensee's authorised representative with the AFS Licensee's written consent under section 916B(3) of the Corporations Act.

Adviser Remuneration: a fee agreed between You (or Your Licensee, as relevant) and a Client for financial product advice provided by You in relation to the Products.

AFS Licence: an Australian financial services licence issued by ASIC under s913B of the Corporations Act.

AFS Licensee: a holder of an AFS Licence.

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

AML/CTF Act: the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and regulations made under that Act.

AML/CTF Program: an "anti-money laundering and counter-terrorism financing program" as defined in the AML/CTF Act.

ASIC: the Australian Securities and Investments Commission.

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 financial adviser in connection with that Product and who has not subsequently cancelled that nomination.

Confidential Information means:

- (a) all information, material and technology of a confidential nature:
- disclosed or provided in any form by You to Netwealth or by Netwealth to You in connection with this Agreement; or
 - obtained by any party in performing its obligations under this Agreement; and
- (b) in the case of Netwealth, includes all information relating to its businesses, the Products, its services, systems, Clients and employees,

other than information which is expressed to be provided on a non-confidential basis or which is generally available to or known by the public other than as a result of a breach of this Agreement.

Corporations Act: the *Corporations Act 2001* (Cth).

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

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

GST: Goods & Services Tax.

Licensee Party: You, Your Licensee and each User.

Login Details: the username and password to access an Account.

Loss: is defined in clause 12.1.

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

- NSS, to the extent the reference relates to the Netwealth Superannuation Master Fund; and
- 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.

Netwealth Product: a financial product that is issued by Netwealth including, without limitation, the Netwealth Superannuation Master Fund, the Netwealth Wrap Service, Netwealth Private and products issued by Netwealth through those Netwealth Products.

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

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

Ongoing Fee Arrangement: has the meaning given to that term in section 962A of the Corporations Act.

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

Personal Information: has the meaning given to that term in the Privacy Act.

Privacy Act: the *Privacy Act 1988* (Cth).

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

Products: Netwealth Products and Other Products.

Regulator: ASIC, the Australian Prudential Regulation Authority, the Australian Taxation Office, the Australian Transaction Reports and Analysis Centre, the OAIC, as relevant, and any government authority that in future undertakes any aspect of the role currently undertaken by any of them.

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

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 these 'Netwealth Terms and Conditions for Advisers' as amended from time to time.

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

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

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

Netwealth Terms and Conditions for Advisers

User: a person nominated by You, and accepted by Netwealth, as a 'User' via an User Nomination' Form.

User Nomination Form: a Licensee User nomination form or an Adviser User nomination form, as relevant, each as available on the Website from time to time.

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.

Writing: includes by any form of electronic communication.

You, Your: the Adviser listed in Step 2a in the Form.

Your Licensee: The AFS Licensee of which you are an Adviser.