

Adviser registration

BY COMPLETING THIS FORM and upon us receiving email authorisations from the Nominated Representative from time to time specifying those Platform Clients or client accounts which you are authorised to access, you will:

- ▶ be registered as an Adviser to use and access the AusPrac Investor Service and to use and promote AusPrac Investor Platform Products and Administration Services (as defined), and be authorised by your Dealer Group described below
- ▶ be registered to use the Term Deposit Hub
- ▶ have the ability to delegate trading authority to new or existing staff logins.

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

1. Contact details

Title	First name	Surname	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Full company name			
<input style="width: 100%;" type="text"/>			
Australian Business Number (ABN)			
<input style="width: 100%; height: 20px;" type="text"/>			
Street address	Town or suburb	State	Postcode
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>
Postal address (if different to street address)	Town or suburb	State	Postcode
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>
Main office number	Fax		
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>		
Direct office number	Mobile		
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>		
Your email	Office email		
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		
Your Skype account (if applicable)			
<input style="width: 100%;" type="text"/>			

2. Dealer Group details

Dealer Group name		
<input style="width: 100%;" type="text"/>		
Dealer Group ABN	Dealer Group AFSL number	ASIC Authorised Representative number
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
Corporate Authorised Representative Name (CAR) or Registered Business Name		
<input style="width: 100%;" type="text"/>		
If you require 'view only' access to another Adviser's clients (within this CAR), please list the Adviser name(s) below.		
<input style="width: 100%;" type="text"/>		
<input style="width: 100%;" type="text"/>		

3. EPI data feeds

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

XPLAN Coin Midwinter

4. Broker services

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

5. Delegation of authority (if applicable)

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

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

6. Terms and conditions

Background

- ▶ Sequoia Asset Management Pty Ltd (Promoter) ABN 70 135 907 550 AFSL 341506 has appointed OneVue Wealth Services Limited ABN 70 120 380 627 and OneVue Services Pty Limited ABN 71 104 037 256 (collectively 'the Supplier') to supply the Promoter and your Dealer Group with AusPrac Investor Service, the Platform Products and Administration Services, and to give the Promoter and your Dealer Group access to the AusPrac Investor Platform on terms and conditions contained in the private label agreement between them ('the Private Label Agreement').
- ▶ In addition, your Dealer Group has appointed the Supplier to supply the Promoter, the Promoter Products and Administration Services and to give access to the Promoter Platform on the terms and conditions contained in the dealer group agreement and registration form between them ('the Promoter Dealer Agreement').
- ▶ If applicable, all remuneration will be paid into the nominated bank account of your Dealer Group at the rate specified on the application form for each client introduced to Promoter.

You agree to:

Anti-Money Laundering

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

Administration

- ▶ ensure that all required information to establish a client's account is promptly provided to the Supplier
- ▶ confirm every instruction in writing (whether original, facsimile, email or other acceptable electronic method).

Indemnity

- ▶ indemnify the Promoter and the Supplier against all losses, costs and expenses which are incurred through the negligence, fraud or dishonesty of you and your employees, servants, agents or contractors and against any liability which may be suffered or incurred by the Promoter or the Supplier arising out of any breach of any term of the Promoter Dealer Agreement, and any breach by you of this Agreement or any Service Guide, Product Disclosure Statement or Financial Services Guide issued in connection with the Promoter Products and Administration Services
- ▶ release, discharge and indemnify the Promoter and the Supplier against all liabilities that are suffered by you and your clients in respect of the use of the Promoter Products and Administration Services or inability to transact or use any of them.

You acknowledge that:

General

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

You agree to:

Products and Administration Services

- ▶ the Promoter promoting and explaining the Promoter Products and Administration Services to your clients in a professional manner and in accordance with your financial services licence or authorisations and the terms of membership of your Dealer Group
- ▶ promptly advise the Promoter and the Supplier if you become aware of an actual or likely breach of the terms of any of the Promoter Products and Administration Services or of the laws by which they are regulated
- ▶ immediately notify the Promoter and the Supplier if you cease to hold a financial services licence or authorisation which permits you to promote the Promoter Products and Administration Services
- ▶ not do anything that does or could cause the Promoter or the Supplier to be in breach of any licence obligations to clients who use the Promoter Products and Administration Services or to your Dealer Group.

Nominated Representative

- ▶ the Promoter only uses the Online Order Pad facility after obtaining appropriate authorisation to do so from your client and in accordance with the conditions of use applying to the Online Order Pad facility
- ▶ carry out every instruction received from your clients and processed through the Online Order Pad facility in accordance with your legal and other obligations as an Authorised Representative
- ▶ promptly provide any information which is reasonably requested in order to enable the provision of the Promoter Products and Administration Services
- ▶ abide by the terms of your appointment as a Nominated Representative of your client and in particular your obligation not to transfer your authorisation to another person.

General

You acknowledge and agree that:

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

Instructions

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

Delegated authority

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

You acknowledge and agree that the Supplier and the Promoter:

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

Definitions

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

Agreement: the agreement entered into between You, the Promoter and the Supplier by signing this form.

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

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

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

The Promoter: Sequoia Asset Management Pty Ltd ABN 70 135 907 550 AFSL 341506.

The Promoter Platform: the web-based online service delivery system provided by the Supplier to deliver to financial institutions, dealer groups, advisers and clients the portfolio administration service for the Promoter Products and Services including the platform access facilities and online access functionality.

The Promoter Products and Administration Services: the suite of financial and administration products and services owned and operated by the Supplier and supplied to the Promoter for use and promotion under the Promoter brand and whether under the Supplier's AFSL or through the AFSL or other financial licence of a third-party service provider as more particularly set out in the Service Guide.

The Promoter means the consolidated reporting, administration and tax reporting investment service which gives investors an online view of their total portfolio and enables financial advisers to transact and manage an investor's entire portfolio through a single online facility delivered using the Promoter Platform and WHICH comprises the Promoter Products and Administration Services, with access to third party products and services.

7. Adviser acknowledgement and signature(s)

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

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

Signature – Adviser 1

Date

 /
 /

Please print name

Signature – Adviser 2

Date

 /
 /

Please print name

8. Dealer Group acknowledgement

By signing this form, the Dealer Group acknowledges that:

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

Signature – Dealer Group Representative 1

Date

 /
 /

Please print name

Signature – Dealer Group Representative 2

Date

 /
 /

Please print name

OFFICE USE ONLY	
PROMOTER	
DEALER GROUP CODE	
ADVISER CODE	
COMPLETE	