

Licensee Registration Agreement Application Form



NWADADLRAF

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 AFS License holder who provides services in connection with the Products and to enter into an agreement with Netwealth on the Netwealth Terms and Conditions for AFS Licensees ("**Terms**") for this purpose. This Form and the Terms together comprise the Licensee Registration Agreement ("**Agreement**"). The Terms contain some defined terms which are used in, and are applicable to, this Form.

Each of Your authorised representatives who provides services on Your behalf in connection with the Products must enter into a separate Adviser Registration Agreement, which can be found on the Netwealth Website.

This Form also allows You to:

- update details about Yourself previously provided to Netwealth;
- nominate authorised personnel ("**Users**") to have online access to all Client accounts¹ under the AFS Licensee and to carry out certain administration functions under the Terms (Steps 4 & 5);
- nominate individuals who will be authorised signatories who are able to carry out administrative functions for You and to sign documents on Your behalf (Step 5); and
- terminate the nomination of such individuals (Step 6).

Step 1. Provide details of existing AFS Licensee (if updating AFS Licensee details for an existing AFS Licensee Agreement)

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 2. Provide details of new AFS Licensee (if entering into new AFS Licensee Agreement) or update details of existing AFS Licensee

AFS Licensee name	<input type="text"/>				
Business name (where applicable)	<input type="text"/>				
Street address	<input type="text"/>				
Suburb/town	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>
Phone	(<input type="text"/>) <input type="text"/>				
Postal address	<input type="text"/>				
Suburb/town	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>
Website	<input type="text"/>				
Email (general correspondence)	<input type="text"/>				
AFS License (attach copy)	<input type="text"/>	ABN	<input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/>		

Please provide Your Australian Business Number (ABN). Fees cannot be paid if Your ABN is not supplied. Netwealth also requires Your ABN to produce RCTIs and remuneration statements, as fees are paid directly to You as AFS Licensee.

¹ Access to all Client accounts may be limited for certain User access options.

Step 3. Provide bank account details

Name of financial institution																															
Account name																															
BSB number	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>			Account number																											

Step 4. Provide details of the Primary Contact & Remuneration Contact

Important information about the appointment of Users and Authorised Signatories

You must nominate a person as Your Primary Contact for the AFS Licensee and a person as Your Remuneration Contact. You may specify the extent to which these people are appointed as Users, with online access to Client information.

All Users nominated for Full Access or Browse Only access below will be provided with access to all of Your Client accounts through the Netwealth Website. Users nominated for Remuneration Reports Only access will have limited access to information about Client accounts.

You must notify Netwealth as soon as possible if any User ceases to be an officer or employee of the AFS Licensee or otherwise ceases to be entitled to remain as a User.

- Full access: Allows Users to enquire, create reports and transact.
- Browse only access: Allows Users to enquire, create reports and prepare forms but not transact.
- Remuneration Reports only: Allows Users to view, access and download reports that are available on the Remuneration Reports page on the Netwealth website only.

Passwords and instructions for use by Users will be sent to the specific User's email address to which it applies.²

All fields for each User must be completed and signed by the User for access to be granted.

You must also provide information about who is authorised to sign on behalf of the AFS Licensee. The people You nominate to sign on Your behalf are referred to as 'Authorised Signatories' in this Form. Your Authorised Signatories may include the Primary Contact and/or the Remuneration Contact. An Authorised Signatory can carry out administrative functions and sign documents on Your behalf as AFS Licensee. An Authorised Signatory may be appointed as a User.

Primary Contact details

Mr/Mrs/Miss/Ms/Dr/Other	<input type="text"/>	Family name																												
Given name(s)																														
Phone	(<input type="text"/> <input type="text"/>)	<input type="text"/>	Mobile																											
Email																														
Position/title																														

² Netwealth requires at least one Adviser to be registered under the AFS Licensee before Licensee User access can be granted.

Step 4. Provide details of the Primary Contact & Remuneration Contact (continued)

Primary Contact appointment as a User and/or Authorised Signatory

Tick this box if you wish to appoint the Primary Contact as an Authorised Signatory

If you are appointing the Primary Contact as a User³, please select their online access level below:

Browse Only Full Access Full Access (excluding withdrawals) Remunerations Reports only

Where the Primary Contact is appointed as an Authorised Signatory, by signing below, the Primary Contact represents to Netwealth that they will at all times act within the scope of their authority from the AFS Licensee.

Where the Primary Contact is appointed as a User, by signing below, the Primary Contact agrees that, in consideration for Netwealth allowing them to use the Website to carry out administrative functions on behalf of the AFS Licensee, the Primary Contact will ensure that all actions they undertake will be duly authorised by the relevant Client and by the AFS Licensee.

Signature of Primary Contact Date / /

(only required if appointed as an Authorised Signatory or User)

³If the Primary Contact is also the Remuneration Contact, they must be appointed as a User.

Remuneration Contact details

Tick this box if the Primary Contact is also the Remuneration Contact, and go to Step 5.

Mr/Mrs/Miss/Ms/Dr/Other Family name
Given name(s)
Phone () Mobile
Email
Position/title

Remuneration Contact appointment as a User and/or Authorised Signatory

Tick this box if the Remuneration Contact is also an Authorised Signatory

The Remuneration Contact is appointed as a User as defined in the Terms and will have access to the Remuneration Reports on the Netwealth Website.

Should you wish for the Remuneration Contact to have online access beyond Remuneration Reports only, please select the preferred option below:

Browse Only Full Access Full Access (excluding withdrawals)

By signing below, the Remuneration Contact agrees that, in consideration for Netwealth allowing them to use the Website to carry out administrative functions on behalf of the AFS Licensee, the Remuneration Contact will ensure that all actions they undertake will be duly authorised by the relevant Client and by the AFS Licensee.

Where the Remuneration Contact is appointed as an Authorised Signatory, by signing below, the Remuneration Contact represents to Netwealth that they will at all times act within the scope of their authority from the AFS Licensee.

Signature of Remuneration Contact Date / /

Step 5. Authorised Signatory and User nomination and declaration

If you have nominated the Primary and/or Remuneration Contact person as an Authorised Signatory and/or User in Step 4, you do not need to enter their details again here. Additional Authorised Signatories should be included below. If you have more than 2 Authorised Signatories you may submit multiple copies of this page.

Authorised Signatory 1 details

Mr/Mrs/Miss/Ms/Dr/Other				Family name																			
Given name(s)																							
Email																							
Position/title																							

(Optional) If you are also appointing the Authorised Signatory as a User, please select their online access level below:

Browse Only
 Full Access
 Full Access (excluding withdrawals)
 Remunerations Reports only

The Authorised Signatory must sign in the signature box below. By signing below, the Authorised Signatory represents to Netwealth that they will at all times act within the scope of their authority from the AFS Licensee.

Where the Authorised Signatory is appointed as a User, by signing below, the Authorised Signatory agrees that, in consideration for Netwealth allowing the Authorised Signatory to use the Website to carry out administrative functions on behalf of the AFS Licensee, the Authorised Signatory will ensure that all actions taken by the Authorised Signatory will be duly authorised by the relevant Client and by the AFS Licensee.

Signature of Authorised Signatory		Date										
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Authorised Signatory 2 details

Mr/Mrs/Miss/Ms/Dr/Other				Family name																		
Given name(s)																						
Email																						
Position/title																						

(Optional) If you are also appointing the Authorised Signatory as a User, please select their online access level below:

Browse Only
 Full Access
 Full Access (excluding withdrawals)
 Remunerations Reports only

The Authorised Signatory must sign in the signature box below. By signing below, the Authorised Signatory represents to Netwealth that they will at all times act within the scope of their authority from the AFS Licensee.

Where the Authorised Signatory is appointed as a User, by signing below, the Authorised Signatory agrees that, in consideration for Netwealth allowing the Authorised Signatory to use the Website to carry out administrative functions on behalf of the AFS Licensee, the Authorised Signatory will ensure that all actions taken by the Authorised Signatory will be duly authorised by the relevant Client and by the AFS Licensee.

Signature		Date										
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Step 6. Authorised Signatory terminations

Please complete details for each Authorised Signatory whose authority is to be terminated in the sections below.

Termination 1 details

Mr/Mrs/Miss/Ms/Dr/Other Family name

Given name(s)

Termination 2 details

Mr/Mrs/Miss/Ms/Dr/Other Family name

Given name(s)

Step 7. Read and sign this AFS Licensee declaration

By signing this Form and in consideration for Netwealth registering You as an AFS License holder who can provide services in connection with the Products, You agree to be bound by this Agreement (which, for the avoidance of doubt, comprises this Form and the Terms).

This declaration must be signed in one of the following manners:

- If You are a company, by:
 - two directors; or
 - a director and a company secretary; or
 - the sole director/sole company secretary; or
- If You are an individual, by that individual; or
- If an otherwise authorised person or persons is signing on behalf of a company, by that person or persons (a copy of the authority under which they are signing must also be attached).

Print name

Position/title Director (**additional signatory required below**) Sole director & sole company secretary
 Individual AFS Licensee Authorised person (please attach a copy of your authority)

Signature Date / /



Print 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 8. Once complete please send to us

Send to us:  contact@netwealth.com.au  Netwealth Investments Limited, Reply Paid 336, South Melbourne VIC 3205

For more information:  netwealth.com.au  1800 888 223

Netwealth Terms and Conditions for AFS Licensees

1. Introduction

- 1.1 Netwealth's Terms are set out below. **You** should read these Terms carefully. These Terms may change from time to time. If material changes to these Terms occur, we will notify You within 30 days.
- 1.2 By submitting the Form, You agree to be bound by these Terms when You provide Services in relation to the Financial Products offered by Netwealth or You access 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. Advisers and Representatives

- 2.1 You may provide Services directly or through an Adviser or a Representative.
- 2.2 You are responsible for the conduct of Your Advisers and Your Representatives.
- 2.3 Where You authorise Services to be provided through an Adviser or Representative, any reference to AFS Licensee or 'You' in these Terms to the extent applicable will also apply to the Adviser or Representative.
- 2.4 You are liable for all the Services carried out by Your Advisers and Representatives.

3. Users

- 3.1 Where You may nominate Users, they will have online access to Your Client's accounts. You are responsible for the nomination, revocation and monitoring of Your Users. You are liable for all the actions carried out by Your Users.

4. Relationship

- 4.1 Nothing in these Terms constitutes or is to be deemed to constitute Your appointment as an employee of, agent of, partner or joint venture with Netwealth.
- 4.2 Netwealth may refuse to deal with You or Your Adviser or Representative.
- 4.3 You must not do or omit to do any matter or thing in carrying out the Services which would damage the reputation of Netwealth or cause a claim for compensation to be made against Netwealth.
- 4.4 You have no authority to make any oral or written representations on behalf of Netwealth.
- 4.5 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.

5. Your obligations

Compliance with the Law

- 5.1 You must at all times comply with the law and among other things You must:
 - 5.1.1 hold or be authorised under a current AFS Licence for the purposes of carrying out the Services and ensure compliance with Your licence obligations;

- 5.1.2 hold appropriate professional indemnity insurance which complies with applicable Law and includes protection against fraud by Representatives and Advisers;
- 5.1.3 comply with Your duties to provide the Services accurately and appropriately;
- 5.1.4 be a member of an external dispute resolution service and have appropriate dispute resolution processes in place;
- 5.1.5 comply and have in place processes and controls to comply with the AML-CTF Requirements, including collection and retention of identification material; and
- 5.1.6 comply with any other applicable law.

Compliance with these Terms

- 5.2 You must:
 - 5.2.1 act at all times in accordance with these Terms;
 - 5.2.2 provide Advisers and Representatives with a copy of these Terms and use best endeavours to ensure Advisers and Representatives comply with these Terms; and
 - 5.2.3 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

- 5.3 You must:
 - 5.3.1 provide instructions to Netwealth only as authorised and instructed by the Client and ensure that Your Users provide instructions to Netwealth only as authorised and instructed by the Client;
 - 5.3.2 acquire a Financial Product (or an Underlying Product) on behalf of the 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
 - 5.3.3 only supply information about the Client to Netwealth, or allow Your 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.
- 5.4 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/>

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5.5 You remain responsible for all actions taken by the Advisers, Representatives or Your Users, or any person that obtains access to the Website using a password that has been issued to You, the Adviser or the 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.

Documentation and information

- 5.6 You must keep complete and up to date records of all Clients who have acquired the Financial Products.
- 5.7 You may only access Client account information or allow Your Users to do so, if You continue to provide Services to the Client and must cease to access such information when You cease to provide such Services to the Client.
- 5.8 Netwealth may request additional information from You subject to laws or regulations that affect the 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 Client information requested.
- 5.9 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 Client.

Communications to Netwealth

- 5.10 You must notify Netwealth as soon as reasonably practicable and in any case within 10 Business Days if You become aware:
- 5.10.1 that You or any of Your Advisers are no longer appropriately licensed or authorised to provide the Services;
- 5.10.2 that any of Your Advisers, Representatives or Users cease to be an Adviser or Representative or User for the purpose of providing Services;
- 5.10.3 that there is or has been a material change to Your AFS License conditions, such as regulator-imposed conditions or a limitation in Your ability to provide Services;
- 5.10.4 that there is or has been a material breach of the law, Your policies or practices that may in any way affect Your provision of Services or have an impact on the Client; or
- 5.10.5 of a material complaint made against You by a Client.
- 5.11 You must notify Netwealth as soon as reasonably practicable and in any case within 10 Business Days of becoming aware that a Client:
- 5.11.1 has died;
- 5.11.2 is no longer receiving Services from You;
- 5.11.3 has requested their fees to cease or has not reconfirmed that fees are to continue with any fee opt-in, as requested by law; or
- 5.11.4 has borrowed money within their Financial Products.
- 5.12 Subject to clause 5.13, You must provide documentation to Netwealth within 30 days of request from Netwealth, including:
- 5.12.1 a copy of Your AFS Licence or Representative's authority, Your professional indemnity insurance certificate of currency or Financial Services Guide;
- 5.12.2 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

5.12.3 other information as requested in writing by Netwealth.

5.13 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.

6. Adviser Remuneration

- 6.1 If a Client directs/authorises Netwealth to pay their Adviser Remuneration:
- 6.1.1 You must ensure that the direction/authorisation for payment of Adviser Remuneration has been provided by the Client, meets the requirements of the Corporations Act and applicable ASIC regulatory guides including RG 246 and is accurately communicated to Netwealth.
- 6.1.2 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.
- 6.1.3 You must notify Netwealth if the Client withdraws or varies that direction or authorisation or if that direction or authorisation is no longer valid for any reason.
- 6.1.4 You agree to repay or cause to be repaid to Netwealth on behalf of the Client any Adviser Remuneration paid to You which has not been validly and fully directed/authorised by the Client or is not compliant with the SIS Act. This clause 6.1.4 survives termination of this Agreement.
- 6.1.5 You are responsible for all agreements with Clients regarding the payment of Adviser Remuneration and for all disclosures to Clients about the Adviser Remuneration.
- 6.1.6 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 the Adviser where the Client does not have a sufficient available cash balance and does not have sufficient liquid assets.
- 6.1.7 Payment of Adviser Remuneration will be made as directed/authorised by the Client. You are responsible for ensuring that Your contact and bank details held by Netwealth are correct and current.
- 6.1.8 You are responsible for all costs, charges and expenses incurred by You in relation to the provision of Services.
- 6.2 Netwealth reserves the right to withhold or cancel any Adviser Remuneration due and payable to You:
- 6.2.1 if this Agreement or that of an Adviser is terminated under clause 11;
- 6.2.2 the Client has requested the cessation of Adviser Remuneration; or
- 6.2.3 the Client's direction/ authorisation is withdrawn, terminates or expires, or is revoked including on the Client's death. If You fail to make a payment to an Adviser, the Adviser is not entitled to make a claim against Netwealth for any unpaid Adviser Remuneration.

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7. Netwealth's obligations

- 7.1 Netwealth will provide You with:
- 7.1.1 an electronic interface to Netwealth in relation to Products through the Website;
 - 7.1.2 electronic access via Netwealth's website with the latest Product PDS (or PDS for an Underlying Product); and
 - 7.1.3 communications relating to Products.
- 7.2 Netwealth endeavours to provide access to the Website in accordance with the Website Terms and Conditions.
- 7.3 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.
- 7.4 Netwealth will notify You within 10 Business Days of deciding to refuse to deal with You or one of Your Advisers or Representatives.
- 7.5 Netwealth will act on an instruction from the Client to remove You or Your Adviser or Representative from having access to the Client's account. Netwealth will notify You or the Adviser of this change within 10 Business Days.

8. GST & RCTI agreement

- 8.1 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.
- 8.2 You agree not to issue tax invoices in respect of the services to the Recipients.
- 8.3 The Recipients agree that in consideration of You not issuing a tax invoice, they will issue You with an RCTI.
- 8.4 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.
- 8.5 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.
- 8.6 You and the Recipients agree that this clause 8 is automatically modified in accordance with current GST law and tax rulings as required for the issuance of an RCTI from time to time.

9. Indemnity and Release

- 9.1 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:
- 9.1.1 Your breach of these Terms; or
 - 9.1.2 any conduct by You, an Adviser, a Representative or a User while this Agreement is in effect in relation to the Client(s), the Financial Products, Other Products or the Website, except where and to the extent such Losses are caused by the negligence,

misconduct or default of Netwealth or its officers, employees or agents.

This clause 9.1 and clause 6.1.4 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 9.1.

- 9.2 Where You or Your 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 the Client has sufficient funds or assets to complete the trade, 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.
- 9.3 Subject to clause 9.4, 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).
- 9.4 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.

10. Proper Law

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

11. Termination

- 11.1 Either party may terminate this Agreement on 5 Business Days' notice.
- 11.2 Netwealth may terminate this Agreement immediately if:
- 11.2.1 You become insolvent;
 - 11.2.2 You cease to carry on business;
 - 11.2.3 Your AFS License is cancelled, suspended or varied (in a materially adverse way); or
 - 11.2.4 You breach the Corporations Act in a material respect or you breach these Terms in a material respect.

12. Your Privacy

- 12.1 Netwealth may collect personal information from Your Advisers and Representatives. This may include their name, contact details, date of birth, drivers' licence or other forms of identification.
- 12.2 Netwealth may use personal information regarding Your Advisers and Representatives for the following purposes:
- 12.2.1 assessment of identification;
 - 12.2.2 assessment of applications for registration; and
 - 12.2.3 assisting customers with queries.
- 12.3 Netwealth may also provide personal details relating to You, Advisers and/or Representatives to:
- 12.3.1 enable the operation of Financial Products (such as by providing details to fund managers, life insurers, etc);

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12.3.2 give effect to Your instructions (such as the provision of data feed);

12.3.3 enable research to be conducted by fund managers; and/or

12.3.4 enable Netwealth to provide You with Other Products via the Website.

12.4 Netwealth may provide details, including personal details, of You, Your Adviser or Representatives where required to do so in accordance with the law or regulation.

12.5 Subject to certain permitted exceptions, Your Advisers and Representatives are entitled to access personal information that we hold about them. You may also request a current list of third parties and the type of information supplied, at any time.

12.6 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.

13. Definitions

Unless the context requires otherwise, when used in this Agreement the following terms have the meanings given to them below:

Adviser: Your authorised representative, where authorised representative has the meaning given to it in s761A of the Corporations Act.

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

AFS Licence: an Australian financial services licence issued by the Australian Securities and Investments Commission under s761A of the Corporations Act 2001 (Cth).

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 that Act.

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 and/ or an Adviser as their nominated financial adviser in connection with that Product and who has not subsequently cancelled that nomination.

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 – 5, which forms part of the Agreement.

GST: Goods & Services Tax.

In writing: Includes by any form of electronic communication.

Netwealth, us or 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.

Product Disclosure Statement or 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: Your employee or director, any employee or director of Your related body corporate, or any other person acting on Your behalf other than an Adviser or User.

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

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

Terms: these Netwealth Terms and Conditions for Advisers and Representatives, as amended from time to time, which form part of the Agreement.

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

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

User: a person nominated as a 'User' in a 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 AFS Licensee and where You authorise Services to be provided through an Adviser or Representative, the Adviser or Representative as applicable. **Your** and **Yourself** have corresponding meanings.