

ifsinvest Platform Dealer Group Registration Form

Please send completed applications to:

ifsinvest
PO Box 24194, Melbourne, VIC 3001

By completing and signing this form you are appointing OneVue RE Services Limited ABN 94 101 103 011 and OneVue Services Pty Ltd ABN 71 104 037 256 (collectively "Suppliers") to supply or Facilitate the Supply to you, your advisers and your clients the ifsinvest Platform Products and Services and to give you, your advisers and your clients access to the ifsinvest Platform on the terms and conditions contained in this dealer group registration form.

1. Dealer Group details

Full company name

Australian Financial Services Licence (AFSL)

Australian Business Number (ABN)

Primary contact

Title First name Surname

Position/Title

Direct office number Mobile

Email

Secondary contact

Title First name Surname

Position/Title

Direct office number Mobile

2. Dealer Group contact details

Street address

Town or suburb State Postcode

Postal address (if different to street address)

Town or suburb State Postcode

Main office number Fax

Office email

3. ifsinvest details

Full Company Name

Australian Financial Services Licence (AFSL) Number

Australian Business Number (ABN)

Street Address State Postcode

Postal Address (if different to street address)

4. Nominated Bank Account Details

Bank / Institution

Account name

BSB - Account number

Office email

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

5. Online Order Pad Product List

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

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

<input type="checkbox"/> ASX-listed shares	<input type="checkbox"/> Listed fixed interest securities
<input type="checkbox"/> ETFs/iShares	<input type="checkbox"/> Listed investment companies
<input type="checkbox"/> SMAs	<input type="checkbox"/> Wholesale managed funds
<input type="checkbox"/> Other(s) (please specify)	<input type="text"/>

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

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

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

6. Broker Services

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

Desktop Broker

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

7. Dealer Group Declaration

- I/We declare that the details provided by me/us in this Dealer Group Registration Form are true and correct.
- I/We declare that I/We appoint the Suppliers to supply and Facilitate the Supply of the **ifsinvest** Platform Products and Services and accept access to the **ifsinvest** Platform on the terms and conditions contained in this Dealer Group Registration Form
- I/We have read, understood and agree to be bound by the terms and conditions contained in this Dealer Group Registration Form.
- I/We further acknowledge and agree that by signing this form I/We are entering into a Dealer Group Agreement with IFS and the Suppliers for the supply of the **ifsinvest** Platform Products and Services and access to the **ifsinvest** Platform on the terms and conditions set out herein.
- In the case of company signatories, two directors or a director and company secretary must sign unless the company is a sole director and sole secretary.

Signature - Dealer group representative

/ /

Please print name

Signature - Dealer group representative

/ /

Please print name

8. Acknowledgment: Industry Fund Services Limited

By signing this form Industry Fund Services Limited acknowledges and agrees:

- The Dealer Group specified in section 1 has been nominated by Industry Fund Services Limited to be supplied the **ifsinvest** Platform Products and Services and to be given access to the **ifsinvest** Platform and holds all licences, including an Australian Financial Services Licence, as are necessary to provide financial product advice for and deal in the **ifsinvest** Platform Products and Services.
- it consents to and has authorised the Dealer Group to enter into the Dealer Group Agreement with IFS and the Suppliers created by this Dealer Group Registration Form.
- it has read, understood and agrees to be bound by the terms and conditions contained in this Dealer Group Registration Form.
- it enters into a Dealer Group Agreement with the Dealer Group, on the terms and conditions set out herein.
- in the case of company signatories, two directors or a director and company secretary must sign unless the company is a sole director and sole secretary.

Signature - IFS representative

/ /

Please print name

Signature – IFS representative

/ /

Please print name

9. Terms and Conditions

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

1. Appointment to Supply and Facilitate the Supply of the ifsinvest Platform Products and Services

(a) You hereby appoint Us to:

- supply You, Your Advisers and the Clients the **ifsinvest** Platform Products and Services.
- Facilitate the Supply to You, Your Advisers and the Clients those **ifsinvest** Platform Products and Services supplied by Third Party Providers and
- to give You, Your Advisers and the Clients access to the **ifsinvest** Platform

in each case at the fees and other charges, for the Term (as defined) and on the terms and conditions set out in this Agreement.

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

- to supply the **ifsinvest** Platform Products and Services to You, Your Advisers and Clients,
- to Facilitate the Supply of those **ifsinvest** Platform Products and Services supplied by Third Party Providers to You, Your Advisers and Client, and
- to give You, Your Advisers and Clients access to the **ifsinvest** Platform on the terms set out in this Dealer Group Agreement.

2. Term

This Agreement will commence on the Commencement Date and will continue until the Expiry Date (**Term**) unless terminated earlier by You or Us pursuant to clauses **9 (a), (b) or (d)**. The Term is equal to the balance of the term of the IFS Platform Deed remaining as at the Commencement Date.

3. IFS 's Duties and Responsibilities

IFS must:

- provide or cause Us to provide the Dealer Group with current copies of the relevant service guides, forms, PDS's, FSG's, IDPS Guides and other disclosure documentation (in PDF Format) for **ifsinvest** Platform Products and Services.
- provide or cause Us to provide the Dealer Group with "train the trainer" training on the use of the **ifsinvest** Platform Products and Services and the **ifsinvest** Platform on the terms and conditions and at the rates determined by the Suppliers following consultation with Us from time to time.
- provide or cause Us to provide to the Dealer Group, its Advisers and the Clients online access to the **ifsinvest** Platform other than for those periods referred to in **clause 6**.
- provide the Dealer Group with all reasonable forms of assistance that are conducive to the Dealer Group effectively using, marketing and promoting the **ifsinvest** Platform Products and Services.
- notify the Dealer Group or cause Us to notify the Dealer Group in writing of material changes which We must make to the documentation relating to the **ifsinvest** Platform Products and Services including any current PDS, FSG, Service Guide, IDPS Guide or underlying offer documents.
- not issue any document relating to the **ifsinvest** Platform Products and Services that refers to the Dealer Group without its prior written consent (not to be unreasonably withheld),
- use reasonable care and skill or cause Us to use reasonable care and skill to keep all Data and Confidential Information of the Dealer Group, its Adviser's and the Client's confidential and use its reasonable endeavours to ensure that its employees, agents and contractors (including Us) comply with the requirements of any Privacy Laws that may apply to the Data of the Dealer Group, its Advisers or the Clients and the **ifsinvest** Platform.

4. Dealer Group Duties and Responsibilities

You must:

- (a) provide to Your Advisers and the Clients current copies of the relevant Service Guide, FSG, IDPS Guide, PDS or other disclosure documentation for the **ifsinvest** Platform Products and Services.
- (b) provide training to your Advisers on the use of the **ifsinvest** Platform Products and Services and the **ifsinvest** Platform to a standard sufficient to enable the Advisers to competently use, market and promote all those products and services.
- (c) not place an Instruction to acquire investments or assets available through the **ifsinvest** Platform Products and Services, if You or Your Adviser becomes aware that a material change has occurred to the information in the relevant PDS, Service Guide, FSG or IDPS Guide, or that the relevant PDS, Service Guide, FSG or IDPS Guide does not comply with the Regulatory Requirements or contains a material statement which is untrue or misleading,
- (d) obtain from Us and any Third Party Providers and forward to the Clients any and all notices, correspondence and other printed material from the issuer of any investment included in a Client's Portfolio deemed by Us or a Third Party Provider to be required to be received by the Client for the purposes of information or action in relation to their investments,
- (e) acquire, dispose of, or exercise any rights or entitlements, or any other action required to be undertaken by the Client in relation to any investment on or to be taken on to the **ifsinvest** Platform Products and Services and on behalf of the Client forward to Us any and all documents relating to actions that are deemed by the Suppliers as necessary to the ongoing administration of the Client's Portfolio,
- (f) keep and You must ensure Your Advisers and Your employees, agents and contractors keep confidential all Data and information in respect of Clients given to Your or Your Advisers by IFS, the Suppliers and any Third Party Service Provider,
- (g) comply with and You must use your reasonable endeavours to ensure that Your Advisers and Your employees, agents and contractors comply with the requirements of any Privacy Laws that may apply to the Data and information in respect of Clients given to You or Your Advisers by IFS Us and any Third Party Service Provider,
- (h) advise the Client of any material breach by the Client of the terms and conditions of the **ifsinvest** Platform Product and Services (subject to the Adviser having been informed in writing by Us or any Third Party Service Provider of any breach),
- (i) advise the Client of any breach by You or Your Advisers of the terms and conditions of the **ifsinvest** Platform Products and Services (subject to the Adviser having been informed in writing by Us and any Third Party Service Provider of any breach),
- (j) notify IFS, Us and any Third Party Service Provider:
 - (i) if You become aware of a suspected or actual breach by You, Your Advisers or the Clients of the terms and conditions of any of the **ifsinvest** Platform Products and Services or any Regulatory Requirements; or
 - (ii) if You or any of Your Advisers ceases to hold a financial services licence or authorisation which permits You or Your Advisers to use, invest in, market or promote any of the **ifsinvest** Platform Products and Services.
- (k) not do anything that does or could cause IFS, Us or any Third Party Service Provider to be in breach of any applicable Regulatory Requirements or its obligations to Advisers or Clients or obligations under this Agreement,

- (l) undertake that:
 - (i) every Instruction given to Us and any Third Party Service Provider in connection with any of the **ifsinvest** Platform Products and Services will be authorised by the relevant Client and evidenced by written instructions to Us and any Third Party Service Provider by the relevant Client; and
 - (ii) You will retain all written Instructions for at least 7 years and will on request by IFS, Us or any Third Party Service Provider provide them to IFS, Us or any Third Party Service Provider or provide access to the Instructions if IFS, Us or any Third Party Service Provider is required to provide the Instructions following receipt of an instruction, demand or other direction by a lawful authority.
- (m) acknowledge and agree that IFS, Us and any Third Party Service Provider:
 - (i) is reasonably entitled to rely on an Instruction without any obligation to check its accuracy or correctness or whether or not it is genuine,
 - (ii) is not liable for acting on any Instructions which appear to conform to the formats prescribed by IFS, Us or any Third Party Service Provider
 - (iii) is not liable for acting reasonably on any Instruction given in accordance with this Agreement which contains any error or ambiguity,
 - (iv) will not be responsible for any delays or errors in effecting Instructions, where such delays or errors are caused by a technical fault in respect of any electronic interface (including the **ifsinvest** Platform).
- (n) provide to IFS, Us and any Third Party Service Provider on or before the Commencement Date the initial list of financial products You wish to include on the Online Order Pad and to advise IFS, Us and any Third Party Service Provider of any subsequent changes to the Online Order Pad Product List.
- (o) acknowledge and agree that IFS and Us:
 - (iii) are entitled to rely on the Online Order Pad Product List provided by You without any obligation to check its accuracy or correctness or whether or not it is genuine;
 - (iv) are not liable for any trades executed on the Online Order Pad by You, your Advisers or the Clients which relate to a financial product outside your Online Order Pad Product List; and
 - (v) provide the Online Order Pad on the conditions of use set out in the Service Guides and PDS's for the **ifsinvest** Platform Products and Services and You have read and understood and agree to cause each of your Advisers to abide by these conditions of use.

5. Advisers Duties and Responsibilities

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

6. Online Access

Neither IFS nor Us will be responsible for any failure to provide online access to the **ifsinvest** Platform if such failure is caused by factors beyond IFS's, Our or any Third Party Service Provider's reasonable control including but not limited to:

- (a) an Emergency;
- (b) a Planned Outage;

- (c) a failure or malfunction with You, Your Adviser's or the Client's property, computer equipment, computer software or power supply to its premises;
- (d) an act or omission by You or a person under Your direction or control;
- (e) a Force Majeure Event;
- (f) a failure or malfunction of an internet connection in relation to the online access to the Platform;
- (g) unauthorized or illegal access by any party or person to any part of the system providing online access to the **ifsinvest** Platform including hacking and virus dissemination other than by any employee, agent or contractor of IFS, Us and any Third Party Service Provider;
- (h) a requirement imposed upon IFS, Us, or any Third Party Service Provider by any government agency.

7. IFS Client Fees

- (a) You acknowledge and agree that the **ifsinvest** Client Fees or retail fees IFS or the Suppliers may charge Clients to use or invest in the **ifsinvest** Platform Products and Services are set out in the Service Guide or PDS for the **ifsinvest** Platform Products and Services ;
- (b) The Suppliers may from time to time vary the retail fees or IFS Client Fees charged for the **ifsinvest** Platform Products and Services by giving 30 days written notice to You, Your Advisers and the Clients.
- (c) Unless indicated otherwise in the Agreement, the fees, costs and expenses payable to IFS, Us and any Third Party Service Provider or any other company pursuant to this Agreement have been agreed on a GST inclusive basis,
- (d) If a supply made by one party (*the Supplier*) to the other (*the Recipient*) under this Agreement is subject to GST (and is not quoted on an inclusive basis), the Recipient agrees to pay to the Suppliers an additional amount equal to the amount of the payment for the supply multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.
- (e) The parties intend to use recipient created tax invoices in relation to the supplies made under or in connection with this Agreement. To this end,
 - (i) IFS, OneVue and OneVue Services may issue tax invoices in respect of the supplies;
 - (ii) You will not issue tax invoices in respect of the supplies;
 - (iii) You acknowledge that you are registered for GST at the date of this agreement and will inform IFS, OneVue and OneVue Services if you cease to be registered for GST;
 - (iv) IFS, OneVue, and OneVue Services each acknowledges that they are registered for GST at the date of this agreement and will inform You if either of them it ceases to be registered for GST; and
 - (v) The RCTIs will be issued at the same time as the fees and other charges is paid or is payable by IFS, OneVue or OneVue Services as the case maybe.
- (f) For the purpose of this Agreement, GST, Recipient Created Tax Invoice, supplier, recipient, registered, supplies and taxable supplies have the same meanings as in the GST Act.

8. Representations and Warranties

- (a) Each Party represents and warrants to the other that it has the power to enter into and perform its obligations under this Agreement, and has accepted the terms and conditions and

duly executed this Agreement so as to constitute valid and binding obligations,

- (b) You represent and warrant to IFS and Us throughout the Term and any extension of this Agreement that:
 - (i) You hold all such licences, including an Australian Financial Services Licence, as are necessary to perform Your obligations under this Agreement;
 - (ii) You will use reasonable endeavours to ensure that each of Your Advisers, employees, or authorised representatives hold all licences and authorities as are necessary to provide financial product advice for and to deal the **ifsinvest** Platform Products and Services;
 - (iii) You will at all times throughout the term of this Agreement effect and maintain at Your expense a professional indemnity insurance policy relevant to Your performance of Your obligations under this Agreement for an amount of cover not less than the minimum requirement for AFSL Licensees prescribed in the ASIC Regulatory Guide 126: Compensation and Insurance Arrangements for AFS Licensees and in any event not less than \$5 million.
- (c) We represent and warrant to You throughout the Term and any extension of this Agreement that:
 - (i) we hold or have access to and are able to use all such licences, including an Australian Financial Services Licence, and authorities as are necessary to perform Our obligations under this Agreement and the Platform Deed;
 - (ii) at all times We will have a supervisor or manager with appropriate training and experience on site at Our premises or the premises of an external supplier to monitor and supervise the adviser service representatives responsible for providing general product advice and other assistance to Advisers with Clients investing in or using the **ifsinvest** Platform Products and Services;
 - (iii) we will at all times throughout the term of this Agreement effect and maintain at our expense a professional indemnity insurance policy relevant to the performance of Our obligations under this Agreement for an amount of cover not less than \$5 million.
- (d) IFS represents and warrants to You throughout the Term and any extension of this Agreement that:
 - (i) it holds or has access to and is able to use all such licences, including an Australian Financial Services Licence, and authorities as are necessary to perform its obligations under this Agreement and the Platform Deed;
 - (ii) at all times throughout the term of this Agreement it will supply or cause OneVue, OneVue Services and any Third Party Service Provider to supply You, Your Advisers and the Clients the **ifsinvest** Platform Products and Services and give access to the **ifsinvest** Platform;
 - (iii) it will at all times throughout the term of this Agreement effect and maintain at its expense a professional indemnity insurance policy relevant to IFS's performance of its obligations under this Agreement for an amount of cover not less than less than the minimum requirement for AFSL Licensees prescribed in the ASIC Regulatory Guide 126: Compensation and Insurance Arrangements for AFS Licensees and in any event not less than \$5 million.
- (e) Neither IFS nor Us warrants that You, Your Advisers or the Clients' investment in or use of the **ifsinvest** Platform Products and Services and access to the **ifsinvest** Platform will except as expressly provided for in this Agreement meet a certain standard, operate free of errors, delays or without interruption.
- (f) You acknowledge that You have used your own skill and judgement in selecting the **ifsinvest** Platform Products and

Services and the ifsinvest Platform and neither IFS nor Us, warrants that the ifsinvest Platform Products and Services and the ifsinvest Platform are suitable for You, Your Advisers and the Clients.

9. Termination

- (a) You may terminate this Agreement by giving notice to IFS and Us if:
 - (i) IFS or We breach any material term of this Agreement, and fails to remedy that breach within 30 days after receiving notice requiring it to do so;
 - (ii) IFS or We attempt to assign or assign, any right under this Agreement otherwise than in accordance with this Agreement;
 - (iii) any event referred to in the **paragraph (c)** of this **clause 9** happens to IFS or Us (whether or not notified); or
 - (iv) the Platform Deed is terminated for any reason.
- (b) IFS or We may terminate this Agreement by giving notice to You if:
 - (i) You fail to pay any amount due under this Agreement to IFS or Us and fail to remedy that breach within 14 days after receiving notice requiring it to do so;
 - (ii) You breach any material term of this Agreement, and fail to remedy that breach within 30 days after receiving notice requiring it to do so;
 - (iii) You attempt to assign or assign any rights under this Agreement otherwise than in accordance with this Agreement;
 - (iv) any event referred to in the **paragraph (c)** of this **Clause 9** happens to You (whether or not notified); or
 - (v) the Platform Deed is terminated for any reason.
- (c) Each Party (first Party) must notify the other if:
 - (i) any step is taken to enter into any arrangement between the first Party and its creditors;
 - (ii) the first Party ceases to carry on business; or
 - (iii) any step is taken to appoint an administrator, a receiver, a receiver and manager, a liquidator, a provisional liquidator or other like person of part or the whole of the first Party's assets, operations or business.
- (d) The Dealer Group may terminate this Agreement by giving 90 days written notice to IFS, OneVue and OneVue Services.
- (e) IFS, OneVue and OneVue Services may terminate this Agreement by giving 90 days written notice to the Dealer Group.
- (f) On expiration or termination of this Agreement for any reason:
 - (i) each Party must return to the other Party all confidential information in its possession, custody or control; and
 - (ii) the IFS Client Fees continue to be payable to Us while moneys remain owing in connection with the ifsinvest Platform Products and Services.
- (g) Upon early termination or expiry of this Agreement:
 - (i) We will continue to supply You the ifsinvest Platform Products and Services and Facilitate the Supply of the ifsinvest Platform Products and Services supplied by Third Party Providers and provide You with access to and use of the ifsinvest Platform on the terms contained in this Agreement and subject to You continuing to comply with such terms;

10. Intellectual Property Rights

You acknowledge and agree that:

- (a) You will not at any time own any proprietary rights and Intellectual Property Rights in the ifsinvest Platform Products and Services and the W ifsinvest Platform; and
- (b) nothing contained in this Agreement transfers ownership of any such Intellectual Property Rights to You.

11. Indemnity and Limitation of Liability

- (a) Subject to the remaining paragraphs of this **clause 11**, each Party (the "Indemnifier") agrees to indemnify the other Party (the "Indemnified Party") against any loss or damage suffered or incurred by the Indemnified Party as a result of any breach of this Agreement by the Indemnifier or as a result of any wilful misconduct or any unlawful or negligent act or omission of the Indemnifier or any of its employees, agents or contractors under or in connection with this Agreement.
- (b) Except for any losses suffered by a Client as a result of breach by IFS or Us of IFS's or Our obligations under Chapter 7 of the Corporations Act, IFS's and Our total maximum aggregate liability to You, Your Advisers and the Clients whether arising in contract, tort (including negligence), statute, or otherwise (other than fraud or dishonesty) under in connection with this Agreement or in relation to the ifsinvest Platform Products and Services and the ifsinvest Platform is limited to an amount equal to all Adjusted IFS Client Fees collected by and actually paid to Us by or on behalf of You, the Advisers and the Clients in the 12 month period immediately prior to the date the cause of action arose.
- (c) Nothing in this Agreement excludes, restricts or modifies any liability of IFS or Us for death or personal injury caused by IFS or Us or our officers or employees.
- (d) IFS's and Our total liability (in aggregate) to You for damage to property in respect of any claim or a series of claims relating to the same or similar event is limited to the amount of \$100,000.
- (e) IFS and We exclude all liability to You, Your Advisers and the Clients for loss of actual or anticipated profits, revenue, savings, contracts and business opportunity, and all consequential or indirect loss arising out of, or in connection with, the performance of their respective obligations under this Agreement, whether arising in contract, tort (including negligence), statute, or otherwise.
- (f) Except for the express conditions and warranties given under this Agreement, neither IFS nor Us gives any representation, warranty, condition, or undertaking, express or implied, whether implied by statute, general law or otherwise, as to the condition, quality, performance, merchantability or fitness for purpose of any products or services provided pursuant to this Agreement, and each of IFS and Us expressly exclude from this Agreement all such representations, warranties, conditions and undertakings.
- (g) Notwithstanding any other provision of this Agreement, nothing in this Agreement excludes, restricts or modifies:
 - (i) any condition or warranty implied in this Agreement under relevant legislation (including the Competition and Consumer Act); or
 - (ii) any right expressly granted under relevant legislation, to the extent that such exclusion, restriction or modification may contravene any relevant legislation or causes any part of this Agreement to be void.
- (h) To the extent that any relevant legislation permits each of IFS and Us to limit their respective liability for breach of any such condition or warranty implied in this Agreement by relevant legislation, IFS and We limit our respective liability to the extent

permitted under that legislation. All provisions of this Agreement are to be read subject to this clause.

- (i) You may not commence any claim or proceedings against either IFS or Us for any liability under or in connection with this Agreement after the expiration of two (2) years after the date on which the circumstances giving rise to that liability arose.
- (j) This clause states the entire liability, however arising, of IFS and Us to You, Your Advisers and the Clients under or in connection with this Agreement, whether in contract, tort (including negligence), statute or otherwise.

12. Dispute Resolution

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

13. General

Assignment

No Party may assign, or attempt to assign, any right arising out of this Agreement, or this Agreement, without the other Party's written approval, which approval that Party may withhold in its absolute discretion or give subject to satisfaction of one or more conditions.

Notices

- (a) A Party giving notice or notifying under this Agreement must do so in writing:
 - (i) directed to the recipient's address specified in this Agreement or as altered by any notice; and
 - (ii) hand delivered or sent by prepaid post or facsimile to that address.
- (b) A notice given in accordance with this clause is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, 7 days after the date of posting;
 - (iii) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within 8

- business hours after that transmission, the recipient informs the sender that it has not received the entire notice; or
- (iv) if sent by email the day it is sent (or if that day is not a Business Day, on the next Business Day).

Severability

Any clause or provision of this Agreement that is found to be prohibited, unlawful, unenforceable void or illegal will be severed from this Agreement and will not affect the enforceability of the remaining terms of this Agreement.

Governing law

This Agreement is governed by the law applicable in New South Wales, and each Party irrevocably submits to the non-exclusive jurisdiction of the courts of that state.

Entire Agreement

This Agreement embodies the entire understanding and agreement between the Parties as to the subject matter of this Agreement.

Force Majeure

- (a) No Party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure.
- (b) If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended.

Glossary

Definitions and Interpretation

A reference to any party to this Agreement where relevant includes a reference to the party's successors and permitted assigns.

"Adjusted IFS Client Fees" means the IFS Client Fees:

- (a) applying to **ifsinvest** Platform Products and Services owing from time to time during the Term or any extension of this Agreement, and
- (b) which relate to Client(s) of those Adviser(s) who are Authorised Representatives of the Dealer Group
LESS the following fees namely custody fees, trustee fees, audit fees, in specie transfer in fees, in specie transfer out fees, brokerage charges and other fees and charges forming part of the Client Fees applying to **ifsinvest** Platform Product and Services which are payable to an External Supplier as amended from time to time.

"Administration Service" The consolidated portfolio and tax reporting and administration service for a Client's Directly-held Assets and Liabilities, Directly-Held ASX Listed Securities, custodial held ASX Listed Securities, SMA Model Portfolios, Managed Funds and personal assets and liabilities provided by the Supplier to Clients as more particularly described in the service guide or other document for the **ifsinvest** Platform Products and Services at the Distribution Commencement Date as varied from time to time including:

- (a) tax reporting – pricing and reporting on any asset or liability, detailed cash analysis and classification, general ledger and trail balance reporting, property rental worksheets, estate reports, expense breakdowns, family wealth valuations and ATO-formatted reporting and
- (b) Substantiation documentation and Self-Managed Superannuation Fund (SMSF) member interest reporting services.

"Adviser" means a person or company appointed or employed by You to perform the function of either:

- (a) providing financial product advice (as defined by the Corporations Act) to Clients as Your Authorised Representative or
- (b) assisting Clients to manage their financial affairs within the scope of any applicable authority required to provide such assistance.

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

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

"AFSL" means an Australian Financial Services Licence issued by ASIC.

"Agreement" means this Dealer Group Agreement between the Suppliers and the Dealer Group.

"ARSN" means Australian Registered Scheme Number.

"ASIC" means Australian Securities and Investment Commission.

"ASX" means Australian Securities Exchange.

"ASX Listed Securities" shall have the meaning contained in the ASX Listing Rules and includes shares, units, option over shares or units and all other securities and financial instrument traded through the ASX.

"ASX Listed Securities Service" the service offered by OneVue as part of the SMA where ASX Listed Securities and other securities beneficially owned by a Client are held by the custodian of the SMA who provides for their safekeeping and processing as more particularly described in the product disclosure statement or other offer document for the ifsinvest Platform Products and Services issued by OneVue RE Services Ltd as at the Distribution Commencement Date as varied from time to time.

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

"Authorised Representative" has the meaning given in Section 916A of the Corporations Act.

"Business Day" means a day other than Saturday or Sunday on which banks are open for general business in Sydney.

"Cash Hub" means a cash account managed by OneVue RE Services Limited where deposits are held in a range of Australian Deposit-taking Institutions which Clients are required to establish to invest in the ifsinvest Platform Products and Services to facilitate transactions and payment of fees in Clients' Portfolios as more particularly described in the service guide for the ifsinvest Platform Products and Services issued by OneVue from time to time.

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

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

"Commencement Date" means the date of this Agreement.

"Confidential Information" means the following whether or not in material form:

- (a) all information of a Party treated by a Party as confidential and disclosed to the other Party for the purpose of this agreement by that Party (including its employees), by an agent of that Party or by another entity which has entered into a confidentiality agreement with that Party,
- (b) that part of all notes and other records prepared by the other Party based on or incorporating the information referred to in paragraph (a),
- (c) all copies (whether on paper, in electronic storage or other storage medium) of the information and those parts of the notes and other records referred to in any of paragraphs (a) and (b),
- (d) the terms of this Agreement,
- (e) all other confidential data and information (including trade secrets and confidential know-how) relating to a Party, to its suppliers or customers, or to a corporation related under the Corporations Act 2001 or otherwise to a Party from time to time, of which the other Party becomes aware, either before or after the date of this Agreement. Confidential Information does not include information that:
 - (f) is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence, or
 - (g) the recipient of the information can prove, by contemporaneous written documentation, was already known to it at the time of disclosure to the recipient (unless such knowledge arose from disclosure of information in breach of an obligation of confidence), or was independently developed by it without reference to the Confidential Information.

"Corporations Act" means the Corporations Act 2001 (Cth).

"Data" means that information held by OneVue and OneVue Services relating to the ifsinvest Platform and the ifsinvest Platform Products and Services and includes data of a Client.

"Dealer Group" means the dealer group whose name and details appear on the front of this form and is also referred to as "You" or "Your".

"Dealer Group Agreement" means the dealer group agreement between the Dealer Group, IFS, OneVue and OneVue.

"Directly-Held Asset and Liabilities" means the administration, and reporting services provided by the Suppliers for Advisers and Clients who hold or acquire directly held investments, assets and liabilities AND comprising those services more particularly set out in the service guide for the ifsinvest Platform Products and Services issued from time to time as varied or replaced from time to time.

"Directly-Held ASX Listed Securities" means the administration, transaction and reporting services provided by the Suppliers for Advisers and Clients who hold or acquire ASX Listed Securities AND comprising those services more particularly set out in the service guide for the ifsinvest Platform Products and Services issued from time to time as varied or replaced from time to time.

"Distribution Commencement Date" means the date IFS commences distributing the ifsinvest Platform Products and Services.

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

"External Supplier" means any agent, sub-agent, subcontractor, nominee, custodian, trustee, administrator, third party supplier or other service provider appointed or engaged from time to time by the Suppliers, to supply or provide products and services to the Suppliers in connection with the ifsinvest Platform Products and

Services or any other products or services arising out of this Agreement.

"Expiry Date" means the date of expiry of the Platform Deed.

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

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

"Force Majeure Event" means a circumstance beyond the reasonable control of the Parties which results in a Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances include but will not be limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster,
- (b) Acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, and
- (c) strikes.

"Future Products and Services" means those financial products and services and superannuation products (including enhancements, additions, modifications and re-configurations of **ifsinvest** Platform Products and Services current at the Commencement Date), the Suppliers may from time to time after the Commencement Date:

- (a) offer or supply to advisers, dealer groups, direct clients and the financial services market generally as part of the suite of products and services comprising the OneVue Products and Services, and
- (b) which the Suppliers appoint IFS to distribute pursuant to the Platform Deed or otherwise.

AS varied from time to time.

"GST" has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act")

"IDPS" means Investor Directed Portfolio Services.

"IDPS Guide" means an investor directed portfolio service guide relevant or applying to the **ifsinvest** Platform Products and Services.

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

"Intellectual Property Rights" means all patents, patent applications, trademarks, service marks, trade names, registered designs, unregistered design rights, copyrights, know how, trade secrets, domain names, internet addresses, rights in confidential information, and all other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

"Managed Funds" means the wholesale managed funds service operated by OneVue as IDPS operator as amended from time to time together with associated reporting, administration, processing, transaction and tax reporting services as set out in the IDPS Guide for OneVue's whole managed funds service as varied from time to time.

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

- (a) holds all licences, including an Australian Financial Services Licence, as are necessary to provide financial product advice for and deal in the **ifsinvest** Platform Products and Services,

- (b) is nominated by IFS to be supplied the **ifsinvest** Platform Products and Services, and

- (c) is approved by IFS as a dealer group suitable for the supply of the IFS Platform Products and Services (such approval not to be unreasonably withheld), and

- (d) enters into a Dealer Group Agreement with the Suppliers and IFS.

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

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

"OneVue" means OneVue RE Services Limited ABN 94 101 103 011 AFSL 223271 of Level 5, 10 Spring Street Sydney NSW 2000.

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

"OneVue Products and Services" means the suite of financial, and administration products and services offered, owned or operated by the Suppliers from time to time to advisers, dealer groups, direct clients and the financial services market generally as varied and replaced from time to time which as at the Commencement Date include. SMA Model Portfolios, ASX Listed Securities Service, Managed Funds, Cash Hub, Administration Services, the Directly-Held ASX Listed Securities, Directly-Held Assets and Liabilities and Term Deposits.

"Party" means a party to this Agreement and includes their successors and assigns.

"PDS" means product disclosure statement.

"Platform Deed" means the platform deed dated 14 Dec 2016 between IFS and OneVue and OneVue Services.

"Planned Outage" means a period of time the Suppliers may interrupt its supply to You of online access to the **ifsinvest** Platform for any routine maintenance or upgrading which the Supplier considers necessary or has been requested by an External Supplier of the **ifsinvest** Platform Products and.

"Portfolio" means a Client's portfolio of financial products, cash, fixed interest, ASX Listed Securities, managed funds, term deposits and other investments administered as part of the **ifsinvest** Platform Products and Services.

"Privacy Laws" means all legislation, guidelines and directives relating to data protection and privacy applying in Australia from time to time including the Privacy Act 1988 (Cth).

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

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

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

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

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

"Service Guide or Guide" means any product disclosure statement, guide, IDPS guide, offer document or explanatory memorandum issued from time to time by OneVue in connection with the ifsinvest Platform Products and Services.

"SMA" The separately managed account offered by OneVue RE Services Ltd as part of its registered managed investment scheme ARSN 112 517 656 as more particularly described in the product disclosure statement or other offer document for the ifsinvest Platform Products and Services issued by OneVue RE Services Ltd at the Commencement Date as varied from time to time.

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

"Supplier" means OneVue and OneVue Services as the context requires

"Term Deposits" means fixed term deposits which are available for investment via a fully transactional term deposit platform open to both financial planners and individuals which facilitates the process of investing in fixed term deposits as more particularly described in the service guide for this service and facilitated by Australian Money Market as varied from time to time.

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

- (a) first, enters into an agreement and arrangement with OneVue or OneVue Services giving OneVue or OneVue Services the right to Facilitate the Supply of any one or more of the ifsinvest Platform Products and Services to IFS, the Nominated Dealer Groups, Advisers and Clients, and
- (b) then, enters into agreements or transactions with IFS, Nominated Dealer Groups, Advisers and Clients for the supply of any one or more of these services.

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

"IFS" means Industry Fund Services Limited ABN 54 007 016 195 AFSL 232514

"ifsinvest Platform Products and Services" means the suite of financial and administration products and services owned and operated by OneVue and OneVue Services including SMA Model Portfolios, ASX Listed Securities Service, Managed Funds, Cash Hub, Administration Services, the Directly-Held ASX Listed Securities, Directly-Held Assets and Liabilities, Term Deposits and the Future Products and Services as varied from time to time which are modified by IFS by applying its own brand, retail pricing, positioning and other features

"ifsinvest Platform" means:

- (a) a branded website where IFS will provide the branding and OneVue will apply the branding to the website, and
- (b) web-based online service delivery system (including platform access facilities and functionality necessary to allow online access by users

provided by the Suppliers to support the delivery to You and other dealer groups, advisers and clients of the ifsinvest Platform Products and Services.

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

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

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