



MACQUARIE

# Support staff registration

Use this form to register as Support Staff for Macquarie Products and Services and obtain access to Macquarie Online.

**!** To make phone identification easier, once you have been registered you can set up voice ID by contacting us on 1800 808 508.

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## Support staff information

Macquarie ID (if known):

**!** All below fields are mandatory

Title:

Given name(s):

Surname:

Date of birth:

Email address:

Mobile number:

Business number:

Business name:

### Office address (can't be a PO Box)

Street number and name:

Suburb:

State:

Postcode:

Is your mailing address the same?  Yes  No, please complete the below

### Mailing address

Street number and name:

Suburb:

State:

Postcode:

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## Product selection

Please select which products you would like to be registered for:

- All products
- Macquarie Cash
- Macquarie Online Trading
- Macquarie Wrap

**!** If you select Macquarie Online Trading or Macquarie Wrap, you will also be set up for Macquarie Cash

If you are NOT using a Macquarie branded service, please specify name of service:

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## Access details

Please use this section to nominate the adviser details and level of access required for the Support staff in section 1.

**Levels of authority:**

**Enquiry** – Provides online view access and the ability to initiate a cash payment for a client. This level will be granted for Macquarie Cash.

**Limited Transact** – Provides online view access and the ability to generate investment transactions (which require authorisation by an individual with Transact authority).

**Transact** – Provides online view access and the ability to generate and authorise investment transactions.

**Adviser 1**

Adviser name

 Apply to all my adviser codes

 Apply to only the adviser codes listed below

**Level of authority**
 Macquarie Wrap:  Enquiry  Limited transact  Transact

 Macquarie Online Trading:  Enquiry  Transact
**Adviser signature**

Date:  /  / **Adviser 2**

Adviser name

 Apply to all my adviser codes

 Apply to only the adviser codes listed below

**Level of authority**
 Macquarie Wrap:  Enquiry  Limited transact  Transact

 Macquarie Online Trading:  Enquiry  Transact
**Adviser signature**

Date:  /  / **Adviser 3**

Adviser name

 Apply to all my adviser codes

 Apply to the following codes only

**Level of authority**
 Macquarie Wrap:  Enquiry  Limited transact  Transact

 Macquarie Online Trading:  Enquiry  Transact
**Adviser signature**

Date:  /  / **Adviser 4**

Adviser name

 Apply to all my adviser codes

 Apply to the following codes only

**Level of authority**
 Macquarie Wrap:  Enquiry  Limited transact  Transact

 Macquarie Online Trading:  Enquiry  Transact
**Adviser signature**

Date:  /  /

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## Declaration and signature

**!** This form must contain an original signature(s) – digitally applied signatures will not be accepted.

This section is to be signed by the Support Staff whose details have been provided in section 1 of the form.

By signing this section, I confirm that:

- I have read and agree to be bound by the terms and conditions set out in this form
- I must not provide advice unless I am properly authorised to do so.

Signature:

Date:

 /  / 

Name:

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## Terms and conditions

Macquarie agrees to allow you, the Representative to access and use Macquarie Online pursuant to the terms and conditions below. By completing this form, the Representative accepts the terms and conditions set out below. Capitalised terms are defined at the end of this document.

### Use of Macquarie Online

#### General

1. The Representative wishes to be registered for the purpose of using Macquarie Online.
2. Where the Representative is an authorised representative of an AFSL holder, the representative warrants that the terms of its appointment as an authorised representative authorises it to perform the applicable financial services related to the dealing in or advising on the Macquarie Products.
3. Where the Representative is not an authorised representative of an AFSL holder, the Representative warrants that its services do not constitute the provision of financial product advice, dealing or any other service requiring it to hold an AFSL.
4. On acceptance of this completed form, Macquarie agrees to register the Representative for Macquarie Online, subject to any access limitations set out in this form. The Representative's right to use Macquarie Online is personal to the Representative, and cannot be assigned or transferred without Macquarie's written consent.
5. The Representative is taken to accept these terms and conditions each time they access Macquarie Online.
6. Macquarie agrees to operate Macquarie Online in accordance with Applicable Laws.
7. The Representative acknowledges that it is not, except to the extent expressly agreed in writing, acting as Macquarie's agent, and agrees that it must not hold itself out as Macquarie's agent.
8. Macquarie is not responsible for the actions of the Representative acting either within or outside of its legal authority.
9. The Representative acknowledges that it must not transfer funds from a Client account into an account held in the name of any individual Representative(s).
10. Macquarie may where reasonable withhold moneys payable to the Representative for any reason including, but not limited to:
  - A. activities of the Representative that result in a breach of these Terms and Conditions, any Applicable Laws, industry codes or Macquarie company policies, or
  - B. the purposes of Macquarie's compliance with any Applicable Laws, industry codes or Macquarie company policies.

#### Security and privacy

1. The Representative must:
  - A. if and to the extent applicable comply with Applicable Laws in relation to any dealing in or advising on the Macquarie Products
  - B. only use Macquarie Online for proper purposes associated with Clients and only to the extent permitted by their unrevoked authority
  - C. keep secure any Macquarie IDs and Client information by employing appropriate physical security measures and by using appropriate technology security systems
  - D. comply with any security instructions issued by Macquarie in relation to the Macquarie IDs
  - E. not share any codes or passwords relating to Macquarie Online
  - F. not interfere with or damage (or attempt to interfere with or damage) any code, data or software associated with Macquarie Online
  - G. comply with its obligations under the Privacy Act 1988 with regard to any information or Client data or other data stored on or obtained via Macquarie Online
  - H. not do anything with the personal information that will cause Macquarie to breach its obligations under the Privacy Act 1988
  - I. unless Macquarie receives prior notice to the contrary, Macquarie will be entitled to:
    - rely on any instructions it receives through Macquarie Online via the Macquarie IDs issued to the Company or its Representatives
    - assume that for any transaction effected via Macquarie Online, the Company or Representative has the appropriate authority
  - J. not copy, assign, pass off the Macquarie Online services as those of the Representative, seek to reverse engineer the Macquarie Online services or otherwise infringe upon the intellectual property rights of Macquarie
2. Macquarie may suspend or close accounts or impose additional data security requirements on the Representative, or terminate the relationship with the Representative where Macquarie believes that there has been unauthorised access to Client data.

#### Adviser Initiated Payments

- A. Via Macquarie Online, a Representative is able to initiate a Payment for a Client.
- B. Only Representatives that have their own Macquarie IDs are permitted to initiate a Payment for a Client.
- C. The initiation of a Payment will result in Macquarie sending a Secure Code to the Client.
- D. If the Client consents to a Payment that has been initiated by a Representative, the Client will need to provide the Representative verbally with the Secure Code that we have sent to them.

## Terms and conditions (continued)

- E. Once the Representative has received the Secure Code verbally from the Client authorising the Payment, the Representative can enter that Secure Code to enable the Payment to be completed.
- F. Only the Representative who has initiated the Payment is permitted to enter the Secure Code obtained from the Client verbally to complete the Payment.
- G. It is the Representative's obligation to ensure that the person from whom they verbally received the Secure Code is their Client, and the person whose Macquarie Cash Management Account is being transacted on.
- H. Each time a Representative seeks to complete a Payment, they will be required to acknowledge and confirm that the Secure Code inputted by them has been provided to them verbally by the Client to authorise the Payment and they are the one and the same person who has initiated the Payment for the Client.
- I. The Representative acknowledges and agrees that if the Client suffers and incurs any loss and costs directly or indirectly as a result of an Unauthorised Payment, that the Representative is liable for that loss and costs.
- J. The Representative also agrees to indemnify, and at all times keep indemnified, Macquarie against loss, damage and expenses (including legal costs) arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against Macquarie for or in respect of any payments made by the Representative, including but not limited to an Unauthorised Payment.

### Availability

Macquarie will use reasonable efforts to provide (but does not warrant that it will provide):

1. access to Macquarie Online at all reasonable times, and
2. reliable data and information, to the extent that it is within its reasonable control. Macquarie takes no responsibility for the reliability of information outside its control.

### Exclusions

Subject to conditions and warranties implied by legislation, Macquarie excludes:

1. liability for any delay, interruption or unavailability of Macquarie Online and for any inaccuracy or incompleteness of data provided by any person and available on Macquarie Online, and
2. all terms implied by statute, general law or custom except ones that may not be excluded.

If Macquarie breaches any condition or warranty implied by legislation into a contract with a consumer, Macquarie limits its liability for that breach to a resupply of the goods or services in respect of which the breach occurred. For the avoidance of doubt, Macquarie excludes any liability whatsoever for consequential or indirect losses, including where such losses arise as a consequence of suspension or revocation of access to Macquarie Online by Macquarie.

### Notice of changes to these terms and conditions

Macquarie reserves the right to change any of these terms or conditions at any time by updating the terms and conditions on its website. Macquarie will use reasonable endeavours to notify you of important changes and when they come into effect.

### Termination

The Representative's registration, continues until the first to occur of:

1. Macquarie revokes the Representative's access to Macquarie Online, which it may do at any time, for any reason (including for the avoidance of doubt, where Macquarie reasonably believes that the Company's security systems are inadequate, where the relationship between the parties is no longer commercial or where the Company has otherwise breached these terms)
2. Macquarie receiving notice to the effect that the Representative no longer requires registration for Macquarie Online, or
3. in the event that the Company's AFSL or the Representative's authorised representative appointment is revoked or cancelled (if applicable). For the avoidance of doubt, Macquarie may also suspend or revoke the access of one or more Representatives of the Company.

### Macquarie IDs

On acceptance of this registration form, Macquarie will set up the Representative with access to Macquarie Online, and you will be issued with Macquarie ID(s). On completion and acceptance of this form, Macquarie IDs will be issued to those Representatives. Macquarie IDs are personal to the person set out on this form, and must not be shared or transferred. Where Macquarie is informed that a Representative is leaving the Company, Macquarie will ensure the Macquarie ID registered to that Representative is no longer linked to information or accounts associated with the Company. Once Macquarie is informed that the Representative has joined a new Company, that Representative's Macquarie ID will be linked to information and accounts associated with that new Company if that new Company is already registered with Macquarie.

### Intellectual property

1. Anything associated with or available through Macquarie Online belongs to Macquarie or other third persons and is protected by intellectual property rights. The Representative agrees not to access, download or otherwise use such property other than as expressly permitted by these conditions, and will be responsible, and indemnify Macquarie accordingly, for any unauthorised use of such property.
2. The Representative may not use Macquarie's name or logo for marketing purposes without Macquarie's express written consent.

### Anti-Money Laundering and Counter-Terrorism Financing

The Representative must:

1. not knowingly do anything to put Macquarie in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws)
2. notify Macquarie if it becomes aware of anything that would put Macquarie in breach of AML/CTF Laws
3. if requested provide additional information and assistance and comply with all reasonable requests to facilitate Macquarie's compliance.

### Use of technology

By accessing Macquarie Online via your mobile device, you do so on the following additional terms of use:

1. not all the functionality of the main Macquarie Access site is available in the mobile device version of that site (the Mobile Site)
2. not all mobile devices operate in the same manner, and accordingly, some of the functionality included in the Mobile Site may not be available on your mobile device
3. we do not charge you for use of the Mobile Site, but you remain responsible for any data charges which you incur from your mobile device provider or internet service provider through which you access the Mobile Site
4. the Mobile Site optionally includes a feature which recalls your Macquarie ID, but not your password. For security reasons the first four characters of your Macquarie ID will be masked from view
5. you may be able to access product or service specific sites through the Mobile Site. If so, those sites might have their own operating terms or conditions of use
6. via links on each page of the Mobile Site you can access other important information relevant to the Mobile Site
7. from time to time we will update these terms of use. Where we do so we will endeavour to make these changes obvious to you and we will ask you to acknowledge your acceptance of them
8. by using and continuing to use the Mobile Site you acknowledge and accept these:
  - A. Terms of Use, and
  - B. the Important Information – which includes our Privacy Policy, Fraudulent Email Statement and other important technical information as amended from time to time.

## Terms and conditions (continued)

### Macquarie Wrap

#### Dealer/Company access

Company access provides limited access to the online environment. It allows the user to run reports at a Company level, perform enquiries and set up pre-set portfolios but does not permit any on-market orders (eg listed securities and wholesale managed investments) to be entered.

#### General

The Representative acknowledges that the Company must undertake the following administrative and investment portfolio management services:

- A. promptly and properly act on Client's instructions relating to their portfolio
- B. act only on proper instructions from the Client
- C. keep Client's details up to date and keep records of dealings on portfolios in accordance with Applicable Laws
- D. comply with reasonable requests by Macquarie to inspect or review such records on reasonable notice at a reasonable time
- E. monitor Client Cash Account holdings and contact Clients promptly if their Cash Account falls below the minimum balance
- F. monitor, develop and regularly assist Clients in relation to their investment strategies
- G. inform Clients of the potential risks and returns involved with their investment decisions
- H. agree with the Client appropriate frequency and (to the extent that reports can be tailored) content of portfolio reports
- I. act promptly on corporate action notifications and reports as notified by Macquarie
- J. ensure that, to the extent possible, all information which is provided to Macquarie relating to Client portfolios (eg cost base information on securities transferred into a portfolio) is accurate and not misleading or deceptive
- K. provide Clients with the most up to date offer document or Product Disclosure Statement (PDS) available for the underlying investments, prior to the Clients' investment decision
- L. inform Clients that the proceeds from any future redemptions or managed investments will not be available for withdrawal or further investments until settlement has occurred and the proceeds are cleared in the Cash Account
- M. inform them that managed investment redemption times may vary throughout the year and are subject to the conditions and variations contained in the relevant PDS
- N. where recommendations are made to Clients that they acquire any underlying investments for their superannuation that are "illiquid investments" under superannuation laws, it is explained to Clients with reference to the relevant disclosure documentation:
  - i. the reasons why certain "illiquid investments" are not able to be redeemed within 30 days
  - ii. the impact on the superannuation fund not being able to pay out (lump sum or rollover) from these investments within 30 days
  - iii. the maximum redemption periods which may apply to those types of investments
- O. written confirmation from Clients that they understand the above implications, will be obtained by the Company,
- P. be aware of the trustee limits for Macquarie Wrap superannuation products and use best endeavours to ensure Client account transactions are made within those limits.

#### Stockbroking terms and conditions

The Representative acknowledges that the:

- A. Macquarie Investment Manager and Macquarie Investment Consolidator
  - must only transact with brokers who have been nominated by your Clients.

- B. Macquarie Super and Pension Manager and Macquarie Super and Pension Consolidator
  - must only transact with brokers who have been nominated by Clients to act as an agent of MIML
  - will only be able to give transaction instructions on your Clients' accounts as an agent of the fund trustee, MIML, and that the Company's authority to act as MIML's agent is limited to giving instructions to Macquarie Equities Limited (or such other broker that MIML appoints from time to time) to conduct buy and sell transactions in Australian Stock Exchange (ASX) listed securities on your Macquarie Wrap accounts and does not extend to include authority to give instructions to withdraw benefits from your Clients' accounts.

#### Privacy

Unless we are informed by you to the contrary, to facilitate Product Issuers of financial products including fund managers, term deposit issuers and margin lenders doing business with you, Macquarie may pass on your information and contact details to these Product Issuers including, if relevant, the fund managers of funds featured within the Macquarie Separately Managed Account, as well as lenders.

#### Macquarie Online Trading

By completing this application process, you:

1. acknowledge that you are an authorised representative of the Partnership, Dealer, Dealer Group or Company whose details you submitted in this application process
2. agree that you will not do anything that would or may cause the Partnership, Dealer, Dealer Group or Company to be in breach of its contractual arrangements with Macquarie or Third Party Platform Pty Ltd, where applicable
3. acknowledge that you have read and agree to abide by the Macquarie Online Trading Terms and Conditions and agree to not do anything that would or may cause you or any of your clients to breach these Terms and Conditions
4. acknowledge that you have read and agree to abide by the Third Party Platform Pty Ltd Privacy Policy
5. acknowledge that if Macquarie or Third Party Platform Pty Ltd forms the view that you have failed or may fail to comply with any of the matters set out above, that Macquarie or Third Party Platform Pty Ltd may, amongst other remedies available to it, and in its sole discretion, terminate your access to the Macquarie Online Trading platform.

#### Recipient created tax invoices

1. This recipient created tax invoice agreement applies to all supplies made by the Company to Macquarie in relation to Macquarie Products ('Affected Supplies') for which the consideration is commission, adviser service fees or other payments as set out in the applicable guide or offer document. The Company agrees that Macquarie will issue tax invoices in respect of Affected Supplies made by the Company to Macquarie and that the Company will not issue tax invoices in respect of the Affected Supplies.
2. The Company acknowledges that:
  - a) it is registered for GST when it enters into this agreement, and
  - b) it will notify Macquarie promptly if it ceases to be registered for GST.
3. Macquarie acknowledges that:
  - a) it is registered for GST when entering this agreement
  - b) it will notify the Company promptly if Macquarie ceases to be registered for GST or ceases to satisfy any of the requirements which must be satisfied in order for Macquarie to be entitled to issue recipient created tax invoices, and
  - c) it will not issue a document that would otherwise be a recipient created tax invoice on or after the date when either Macquarie or the Company fail to satisfy any of the requirements which must be satisfied in order for Macquarie to be entitled to issue recipient created tax invoices.

## 6 Definitions

**Adviser Initiated Payments** – means a digital solution via Macquarie Online to enable you to initiate a Payment on behalf of your Client from their Macquarie Cash Management Account and then to complete that Payment on the verbal receipt of a Secure Code sent by us to your Client.

**AFSL** – means an Australian Financial Services Licence.

**Applicable Laws** – means the laws which apply to the issue, distribution and operation of the Macquarie Products by Macquarie and which relate to the arranging of the Macquarie Products, including relevant ASIC policy and laws relating to privacy and to anti-money laundering and counter-terrorism financing.

**Client** – means a person who holds or is likely to hold a Macquarie Product and is or will be recorded as a Client of the Company as a result of the application or a subsequent instruction to that effect by the Client.

**Company** – means a Partnership, Dealer, Dealer Group or Company that acts on a Client's behalf in respect of investments in the Macquarie Products.

**Macquarie** – means, as the context permits or requires, MBL, or MIML.

**Macquarie Access** – means the online facility by which the Company and its Representatives are able to access some or all of the Macquarie Online services made available by Macquarie.

**Macquarie Cash Products** – means the Macquarie Cash Management Account, Macquarie Cash Management Accelerator Account, Macquarie Bank Term Deposit and Macquarie Consolidator Cash Account, and any other product Macquarie includes as a cash product from time to time.

**Macquarie ID** is a unique code allocated to you or an Authorised User by us which identifies you or the Authorised User and when used in conjunction with a Secret Code provides access to Electronic Banking.

**Macquarie Online** – means Macquarie Access and any product specific software and systems owned or licenced to Macquarie containing Client data, permitting or facilitating reporting, monitoring and Client transactions from remote locations including systems to report, monitor and transact in relation to the Macquarie Products.

**Macquarie Online Trading** – means the service provided by Third Party Platform Proprietary Limited (TPP) at the request of MBL.

**Macquarie Products** – means, various products and services as issued or offered by Macquarie available through the Macquarie Online services and which expressly include:

- Wrap Products
- Macquarie Cash Products
- Macquarie Individually Managed Account
- Macquarie Global Managed Account.

**MBL** – means Macquarie Bank Limited ABN 46 008 583 542 AFSL 237 502 the issuer of Macquarie Cash Management Account, Macquarie Cash Management Accelerator Account, Macquarie Bank Term Deposit and Macquarie Consolidator Cash Account.

**MIML** – means Macquarie Investment Management Limited ABN 66 002 867 003 AFSL 237 492 RSEL L0001281 the operator of the Macquarie Wrap IDPS ABN 53 021 895 577, and the Trustee of the Macquarie Superannuation Plan ABN 65 508 799 106 RSE R1004496.

**Payment** – means a payment of any type including by BPAY®, funds transfer, PayAnyone or by any other method allowed by Macquarie from time to time and is effected via Adviser Initiated Payments from your Client's Macquarie Cash Management Account.

**Representative** – means an adviser, accountant, administrator, stockbroker, risk specialist, mortgage broker, intermediary, corporate authorised representative or any person that acts on behalf of a Company, including any nominated support staff that have their own individual Macquarie ID.

**Secure Code** – means a code we send by SMS to your Client's mobile phone to be used by them to provide their consent to and authorisation of a Payment from their Macquarie Cash Management Account that has been initiated by you via Adviser Initiated Payments.

**SLSA** – means the Software Licence and Services Agreement between Client and MIML, together with any Order Schedules and Statements of Work and any document or schedule expressed to be part of the SLSA.

**SMS** – means a service of sending short messages to a mobile phone.

**TPP** – means Third Party Platform Proprietary Limited ABN 74 121 227 905 AFSL 314341.

**Unauthorised Payment** – means any Payment made by you via Adviser Initiated Payments which is either fraudulent, without consent and /or does not comply with the Terms and Conditions.

**We, us, our** – means Macquarie.

**Wrap Products** – means the IDPS products known as Investment Manager, Investment Accumulator and Investment Consolidator and the super products, Super Accumulator, Super and Pension Manager, Super Consolidator, and any other wrap products Macquarie includes from time to time.

**You, your, yours** – means the Company.