



Dealer registration

Use this form to register a financial services company with Macquarie to distribute Macquarie Products or Services.

In addition to this form, to access Macquarie Online services, you, any financial services professionals and employees will be required to complete the *Adviser registration form* or the *Support staff registration form*.

1

Dealer information

Dealer/Company name: Dealer code (if known):

Type of company: Self-Licensed Firm Dealer Group Licensed Firm Stockbroking Firm Unlicensed Accounting Firm

Australian Business Number (ABN):

Name of ABN holder (if different from company name):

Does your company hold an Australian Financial Services Licence (AFSL) number?

No Yes, AFSL number: AFSL name (if different):

! If the business name is different to the name of the AFSL holder, please provide documentation demonstrating the business relationship.

! All below fields are mandatory.

A. Company contact information

Office address (cannot be a PO Box):

Suburb: State: Postcode: Country: **AUSTRALIA**

Mailing address (if different from office address):

Suburb: State: Postcode: Country: **AUSTRALIA**

Office phone number: Office email address:

B. Details of main contact

Name of contact person:

Mobile number: Email address:

2

Company bank details

This section is only applicable if you hold an AFSL or are eligible to receive payments.

Macquarie will make any applicable payments to the account listed here. Please read the terms and conditions relating to fees and other payments at the end of this form. Bank details must be in the same name as the AFSL holder. If not, please provide documentation to confirm the relationship between the two entities.

Account name:

BSB: Account number:

3

Company GST information

This section is only applicable if you hold an AFSL or are eligible to receive payments.

We require your GST information for purposes of adviser service fees or other payments. Please read the terms and conditions relating to Recipient Created Tax Invoices at the end of this form.

Is the Company registered for GST?

- Yes
 No

Is the Company a resident of Australia for income tax purposes?

- Yes
 No, please provide country of residence for income tax purposes:

4

Product selection

Please select the Macquarie Products, services and/or systems your company is seeking to distribute and/or access (you can select more than one).

Macquarie Cash products

Please ensure where cash products is selected, at least one representative is nominated in **section 5**

Macquarie Wrap

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

Macquarie Online Trading

For AFSL holders wishing to register for Macquarie Online Trading, please complete the Group Agreement form available at macquarie.com.au/mgl/au/advisers/products-platforms/platforms/macquarie-online-trading in addition to completing the *Macquarie Dealer Registration* form.

For companies who do not hold an AFSL, please complete the *Macquarie Dealer Registration* form only.

Macquarie Individually Managed Account and/or Macquarie Global Managed Account

5

Dealer level access

! You can sign this form electronically via one of our approved electronic signature providers and submit the form via email with any additional documentation required. Please visit Help Centre to view our submission requirements and a list of our approved electronic signature providers.

Allows the Representatives specified in this section to view information about the Company and Macquarie accounts that have been established and/or administered by the Company's representatives and if applicable, receive statements regarding payments to the Company.

By signing this section I ensure that all relevant sections have been completed and confirm that I have read and agree to be bound to the Terms and Conditions of the Adviser Registration or the Support Staff Registration form available at macquarie.com.au/mgl/au/advisers/products-platforms/tools/forms

Representative 1

Please select your role:

- Financial Adviser (individual)
- Support Staff
- Other Financial Services Professional

Title:

Name:

Macquarie ID (if known):

! Date of birth (MANDATORY):

! Mobile number (MANDATORY):

! Email address (MANDATORY)

Representative 1 signature

Date:

! Macquarie ID is a unique code allocated to you. Please do not share this with others. If you do not have a Dealer code or Macquarie ID we will automatically issue you one and email it to the email address listed in this section.

Representative 2

Please select your role:

- Financial Adviser (individual)
- Support Staff
- Other Financial Services Professional

Title:

Name:

Macquarie ID (if known):

! Date of birth (MANDATORY):

! Mobile number (MANDATORY):

! Email address (MANDATORY)

Representative 2 signature

Date:

6

Declaration and signature

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

Please ensure this form is executed by two directors, a director and secretary or a sole director.

By signing this form you have read and agree to be bound by the representations and warranties you have made in this form as well as the below terms and conditions applying to this application for registration with Macquarie.

Signature 1:

Date: Title:

Name:

Corporate title: Director Sole Director Secretary

Signature 2:

Date: Title:

Name:

Corporate title: Director Secretary

7

Terms and conditions

Macquarie agrees to allow the Company to access and use Macquarie Online pursuant to the terms and conditions below. By completing this form, the Company accepts, on its own behalf and on behalf of its Representatives, the terms and conditions set out below. Capitalised terms are defined at the end of this document.

Use of Macquarie Online

General

1. The Company wishes to be registered for the purpose of using Macquarie Online.
2. Where the Company holds an AFSL, or it is an authorised representative of an AFSL holder, the Company warrants that its AFSL or authorised representative appointment (as applicable) authorises it to provide the applicable financial services related to the dealing in or advising on the Macquarie Products.
3. Where the Company does not hold an AFSL, or it is not an authorised representative of an AFSL holder, it warrants that none of its services or activities constitute the provision of financial product advice, dealing or any other financial service requiring it to hold an AFSL or be appointed as an authorised representative of an AFSL holder.
4. On acceptance of this completed form, Macquarie agrees to register the Company for Macquarie Online for the Macquarie Products specified on Page 2 of this Registration Form. The Company's right to use Macquarie Online is personal to the Company, and cannot be assigned or transferred without Macquarie's written consent.
5. The Company and each of its Representatives (including employees and support staff) 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 Company 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 Company acting either within or outside of its legal authority.
9. The Company 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. On behalf of itself and its Representatives, the Company 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 (eg fire walls and antivirus, anti-spyware software)
 - D. comply with any security instructions issued by Macquarie in relation to the Macquarie IDs
 - E. not interfere with or damage (or attempt to interfere with or damage) any code, data or software associated with Macquarie Online
 - F. 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

- G. not do anything with the personal information that will cause Macquarie to breach its obligations under the Privacy Act 1988
 - H. restrict access to Macquarie Online to those Representatives for whom access is reasonably necessary to perform your duties to Clients
 - I. immediately notify Macquarie if:
 - any Representative to whom the Company or Macquarie has issued a Macquarie ID ceases to be a Representative of the Company, in which case the Macquarie ID for that Representative will be delinked from information and accounts associated with the Company, or
 - the Company suspects:
 - i. a breach or misuse of any Macquarie IDs
 - ii. any unauthorised access to Client data whether held physically or via Company systems
 - iii. the compromising of any Company system or process (including by spyware or malware), or
 - iv. the breach of any of these conditions by the Company or its Representatives.
 - J. 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
 - K. not copy, assign, pass off the Macquarie Online services as those of the Company, seek to reverse engineer the Macquarie Online services or otherwise infringe upon the intellectual property rights of Macquarie.
2. The Company acknowledges that Macquarie may, in its discretion, but subject to providing reasonable notice, conduct an audit of the Company's systems and controls relating to the security of Client data and/or require that the Company facilitate an independent review of security measures in place.
 3. Macquarie may suspend or close accounts or impose additional data security requirements on the Company, or terminate the relationship with the Company where Macquarie believes that there has been unauthorised access to Client data.
 4. The Company warrants that it has adequate compliance systems, and must, on request provide Macquarie with certification to that effect.

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.

Responsibility

The Company accepts full responsibility for any expense, loss or liability (howsoever characterised or caused) incurred by Macquarie, the Company or a Client as a result of the misuse of Macquarie Online by the Company or its Representative(s) (both current and former), and for any breach of these terms, including any failure to immediately notify Macquarie of any breach in relation to data security or privacy.

Terms and conditions (continued)

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.

Fees

1. Where a Macquarie product or service involves the making of payments such as Adviser Service fees:
 - A. payments will be paid to the Company on terms specified in the offer documents and guides published by Macquarie, the agreement between the Client and their Representative, or special terms agreed with the Company in writing
 - B. such payments will be paid to the bank account nominated by the Company
 - C. Macquarie is not responsible for allocation of payments to the Company's Representatives, such obligation remains the responsibility of the Company
 - D. Macquarie reserves the right to offset payments earned against any other amounts owed to Macquarie by the Company, and
 - E. Macquarie reserves the right to cease making such payments if and where such payment is in breach of the Terms and Conditions or Applicable Laws.
2. Where a payment is made, the Company acknowledges that:
 - A. the Company has not knowingly acted in breach of the Terms and Conditions or the Applicable Laws
 - B. the Company has not acted outside its legal authority
 - C. changes to the nominated account details can only be made in writing by two directors, sole director or director and secretary
 - D. it may take up to two days from the date of payment for the transfer to reach the nominated account. It is possible that delays may occur which are beyond the control of Macquarie
 - E. should a payment be returned to Macquarie from the Company's financial institution, Macquarie will contact the Company to make further arrangements
 - F. Macquarie will endeavour to make the payments, but accepts no responsibility for making them. Macquarie will not incur any liability for refusing or omitting to make all or any of the payments or for late payment or for failing to follow Company instructions.
 - G. Macquarie may terminate this authority as to future payments, at any time by notice in writing to the Company,
 - H. this authority will remain in effect for Macquarie's protection for payments made in good faith, regardless of my/our death, bankruptcy or liquidation until Macquarie is notified in writing of any of those events or revocation of this authority.

Termination

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

1. Macquarie revokes the Company's access to the 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 Company no longer requires registration for Macquarie Online, or
3. in the event that the Company's Australian Financial Services Licence is revoked or cancelled. For the avoidance of doubt, Macquarie may also suspend or revoke the access of one or more Representatives of the Company.

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 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.

Tax invoices

Unless the Company notifies Macquarie otherwise:

1. where a Representative acting on your behalf elects to have fees paid directly to its bank account, building society or credit union Macquarie will prepare a tax invoice on behalf of the Representative for provision to the Company in respect of the supplies to which the fees relate
2. Macquarie will prepare tax invoices on the Company's behalf in respect of supplies by the Company to Clients for provision by the Company to Clients.

Macquarie IDs

On acceptance of this registration form, Macquarie will set up the Company with access to Macquarie Online, and the Company Representative(s) appointed will be issued with Macquarie ID(s). On completion and acceptance of the Macquarie registration form – Representative, Macquarie IDs will be issued to those Representatives. Macquarie IDs are personal to the person set out on the Macquarie registration form – Representative, and must not be shared or transferred.

Where a Company informs Macquarie 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.

Terms and conditions (continued)

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 Company agrees (on its own behalf and on behalf of its Representatives) 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 Company 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 Company must (on its own behalf and on behalf of its Representatives):

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/CTL 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 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.

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 inquiries 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.

Terms and conditions (continued)

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.

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 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.



Definitions

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 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 IDs – means any codes issued by Macquarie including the Macquarie ID (MAC), user identifications, passwords and PINs and any authorisations for any of the Macquarie Online services.

Macquarie Online – means Macquarie Access and any product specific software and systems owned or licensed 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 237492 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.

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.

SLSA – means the Software License 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.

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 and Super Consolidator, and any other wrap products Macquarie includes from time to time.

You, your, yours – means the Company.

Please return this form via email to adviser@macquarie.com and retain a copy for your records. For more information visit us online at macquarie.com/adviser or contact us by phone on **1800 808 508**.