

NEW USER REGISTRATION AND PLATFORM ACCESS FORM



The purpose of this form is to collect registration details to provide an Authorised Representative ('AR') or an Administrator with access to Praemiums technology platform and products.

Part 1 - Important notes

The Business Registration and Platform Access Form must be completed if your business does not currently have access to Praemiums technology platform and products. Locate the Business Registration and Platform Access Form on the Praemium website: <https://www.praemium.com/resources/forms-documents/>

Praemium products must be linked to an individual Authorised Representative ('AR') of an Australian Financial Services Licensee ('AFSL'); a Corporate Authorised Representative ('CAR') cannot be established as a user on the platform.

This form must be completed IN FULL to register as a new user with Praemium.

Part 2 - Business details

Complete the below section if your business operates as a AR or CAR of an AFSL.

AR **or** CAR name as displayed on the ASIC professional register

AFS Representative Number

AR or CAR ABN

Complete the below section if your business operates as a self-licensed AFSL.

AFSL name as displayed on the ASIC professional register

AFS Licensee Number

Licensee ABN

Part 3 - New user details

New user full name (Adviser users must detail the name displayed on the ASIC Professional Register)

New user role/position title

AFS Representative number: (for Adviser users only)

Business phone

Mobile

Address

Business email

Praemium Status IO keeps you in the loop during outages and planned maintenance. Provide an email address to Opt-In to receive live updates in your inbox (this can be a generic email)

Part 4 - User management Settings

User Type (select one option only)

Adviser

Administrator

Access Type (select one option only)

Standard

Read Only

Permissions (select one option only)

Only view investors/accounts linked to own user id (Advisers only)

View all investors/accounts linked to the business

View investors/accounts linked to specific Advisers

Specify Advisers:

Part 5 - User acceptance of terms & conditions

By signing this form I declare that all details are true and correct and I agree to the **Terms & Conditions - Individual Advisers** as per the Appendix to this form.

Signature of User

Date

Full Name of User

Part 6 - Authorised signatory approval

Access to the Praemium Platform must be approved by an authorised signatory from your business (as indicated on the Business Registration form).

Signature of Authorised signatory

Date

Full Name of Authorised signatory

Return this completed form by email to support@praemium.com.au or post to Praemium Support Team, PO Box 322, Collins St West VIC 8007.

Appendix -Terms & Conditions- Individual advisers

1. General

- 1.1. These terms and conditions (Terms) govern Your use of the Adviser Service. You should read these Terms carefully.
- 1.2. By submitting the form that these Terms are appended to (Form), You are deemed to have read and accepted these Terms.
- 1.3. These Terms are subject to change and may be varied or replaced by Praemium from time to time. When material changes occur, 30 days' notice will be given to You.
- 1.4. These Terms are governed by the laws in force in Victoria. All parties submit to exclusive jurisdiction of the courts of Victoria.

2. Your obligations

- 2.1. Where the Adviser Group terminates your nomination, your access to the Adviser Service will automatically terminate. We are not liable to you for any reason in the event your access is terminated to the Adviser Service.
- 2.2. When accessing the Adviser Service, You must at all times comply with all applicable laws and among other things . You must:
 - 2.2.1. hold a current AFS Licence, or be appointed as CAR or AR, with the necessary authorisations to perform and carry out the Financial Services; or be appointed as a nominated representative.
 - 2.2.2. ensure compliance with the relevant authorisations;
 - 2.2.3. hold appropriate professional indemnity insurance, which complies with the applicable laws or any requirement of the Adviser Group which must include protection against fraud by your Nominated Representatives including where appropriate, your Authorised Representatives;
 - 2.2.4. comply with these Terms and ensure your representatives comply with these terms
 - 2.2.5. if required by law, be a member of an external dispute resolution service and have appropriate internal dispute resolution processes in place; and
 - 2.2.6. comply with the Website Terms, as set out at www.praemium.com/terms/, including (but not limited to) notifying Praemium of a loss of password or other potential breach of security;
 - 2.2.7. only provide Investment Instructions to Praemium as authorised and instructed by the Client;
 - 2.2.8. comply with any direction from the Adviser Group in relation to the Adviser Service and any Financial Service provided through the Adviser Service;
 - 2.2.9. only provide Investment Instructions on behalf of a Client where You are satisfied that the Client has been provided with, if applicable, the Disclosure Document relevant to the Investment Product. The acquisition of Investment Products by the Client must not be prohibited by relevant law or regulatory policy;
 - 2.2.10. use Your best endeavours to ensure that all information You provide to Praemium is accurate and complete in all respects. You acknowledge and agree that Praemium is not liable for ensuring the accuracy or completeness of any such information including Investment Instructions, and that Praemium may decline to process or continue processing Investment Instructions, or otherwise suspend the processing of Investment Instructions, where Praemium is not reasonably satisfied that the information provided to it is accurate and complete. have in place, and comply with, documented processes and controls for the AML/CTF Requirements, including but not limited to collection and retention of identification documentation, maintain complete, accurate and up to date records of all Clients' Investment Instructions and any dealings in relation to any Investment Products; and
 - 2.2.11. only access the Adviser Service and Client account information if You continue to be authorised to provide

the Financial Services to the Client. You must immediately cease to access such information when Your authorisation ceases for any reason.

- 2.3. If you cease to be authorised (including where you cease to be engaged or authorised to provide the Financial Services to the Client), you must inform Praemium of this as soon as reasonably practicable and in any event, no later than 10 days.
- 2.4. You must provide Praemium with any additional information reasonably requested by Praemium or where required by any applicable laws or regulations which affect the Client's relationship with Praemium. This may be required by Praemium to comply with its obligations to the Client, You or any applicable law. You must assist with gathering the Client information where reasonably requested by Praemium.
- 2.5. Praemium reserves the right to communicate directly with Clients for any purpose that Praemium reasonably determines is necessary for the legal or effective operation of the Investment Products held by the Client.
- 2.6. You must comply with your obligations under the Design and Distribution Obligations under Part 7.8A of the Corporations Act.
- 2.7. Each party may not assign or novate its rights or obligations under these Terms without the other party's prior written consent (which will not be unreasonably withheld or delayed).

3. You and Praemium

- 3.1. These Terms do not constitute an appointment of You as an employee of, agent of, partner or joint venture with Praemium.
- 3.2. Praemium reserves the right to refuse to deal with You, and Praemium may, at its discretion, decline to provide You, with access to the Adviser Service or may suspend Your access to Adviser Service, where Praemium reasonably determines that continued use of the Adviser Service by You breaches these Term or will harm Praemium or a Client (in any way). Praemium will not be liable to You if Praemium exercises its discretion in such a manner, except to the extent that Praemium has committed a wrongful, fraudulent or negligent act or omission.
- 3.3. When using the Adviser Service, you must not do or omit to do or disclose any matter or thing which would damage the reputation of Praemium or could potentially cause a claim for compensation to be made against Praemium.
- 3.4. You have no authority to make any oral or written representations on behalf of or for Praemium.
- 3.5. These Terms are not to be interpreted as prohibiting or limiting Your right to carry out and conduct such business, employment or undertaking as You see fit.
- 3.6. You must notify Praemium as soon as practicable if You become aware:
 - 3.6.1. that You no longer require access to Adviser Service;
 - 3.6.2. that You no longer hold an AFSL, CAR or AR which authorises You to provide Financial Services;
 - 3.6.3. you wish to stop a Nominated Adviser accessing the Adviser Service (you remain responsible for such Nominated Representatives until you advise us otherwise.
 - 3.6.4. of a material breach of the law by You, Your policies or practices that may in any way affect Your provision of the Financial Services or have an impact on a Client or Praemium;
 - 3.6.5. of any breach or reasonable likelihood of a breach of these Terms by You;
 - 3.6.6. of any legal proceedings or regulatory investigation or action commenced by a Regulator in respect of You;
 - 3.6.7. of any matter that may adversely impact Your or Praemium's compliance with the applicable laws; or
 - 3.6.8. of a material complaint made against You by a Client.
- 3.7. You must provide the following documentation to Praemium within 30 days of a written request by Praemium:
 - 3.7.1. a copy of Your AFSL, CAR or AR (as appropriate), Your professional indemnity insurance certificate of currency

- and or Your Financial Services Guide;
- 3.7.2. information to support Your compliance with the AML/CTF Requirements, including but not limited to Your AML Program, Your AML processes and evidence of a Client's identification;
- 3.7.3. copies of Statements of Advice or Records of Advice; and
- 3.7.4. such other information as reasonably requested by Praemium.
- 3.8. You must provide documentation to Praemium within 5 days of request, to show evidence of a Client's identification, which is required by AUSTRAC.
- 3.9. Praemium does not provide any personal advice (as defined in section 9 of the Corporations Act) in connection with any Financial Product (or underlying product) to any Client or to You.

4. Indemnity

- 4.1. You agree to indemnify Praemium for the amount of any claims, liabilities, expenses, losses, penalties or costs (including legal costs on a full indemnity basis) that Praemium suffers or incurs arising out of or in connection with Your breach of these Terms (which for the avoidance of doubt includes your Nominated Representatives) or any conduct in relation to the Client(s) or Investment Products or the Adviser Service by You, except where and to the extent caused by the negligence, fraud, wilful misconduct or dishonesty of Praemium or its officers, employees or agents.
- 4.2. This indemnity is a continuing obligation independent of the other terms and conditions. It continues after You cease to have access to the Adviser Service and it is not necessary for Praemium to incur any expense before acting to enforce this indemnity.

5. Praemium's obligations

- 5.1. Praemium will provide You with:
 - 5.1.1. An interface to the Praemium Platform in relation to Investment Products available through the Praemium Platform, accessed via the Website;
 - 5.1.2. Electronic access via Praemium's Website with the latest Disclosure Documents for each Financial Product; and
 - 5.1.3. Communications in relation to the Investment Products.
- 5.2. Subject to clauses 3.2 and 4, Praemium will act on Investment Instructions received from You through the Adviser Service.
- 5.3. Praemium endeavours to provide access to the Website in accordance with the Website Terms, as set out at www.praemium.com/terms/.
- 5.4. Praemium will maintain the confidentiality of Your Clients' details and comply with all relevant privacy laws and codes. Should Praemium become aware of a material breach of Your Client's privacy, Praemium will notify You as soon as practicable.
- 5.5. Praemium will act on instruction from the Client to remove You from having access to the Client's account. Praemium will notify You of this change within 10 Business Days of received such instruction.
- 5.6. Praemium may collect Personal Information from You. This may include their name, contact details, date of birth, drivers' licence or other forms of identification.
- 5.7. Praemium may use Your Personal Information for the following purposes:
 - 5.7.1. assessment of identification;
 - 5.7.2. Assessment of applications for registration; and
 - 5.7.3. assisting Clients with enquiries.
- 5.8. Praemium may also provide Personal Information relating to You to the following third parties to:
 - 5.8.1. enable the operation of Financial Products (i.e., providing details to fund managers, life insurers);
 - 5.8.2. enable research to be conducted by fund managers; and/or
 - 5.8.3. enable Praemium to provide You with other products it might offer from time to time via the Website.
- 5.9. Praemium may provide details, including Personal

Information, of You where required to do so in accordance with the law, such as to a Regulator.

- 5.10. Subject to certain permitted exceptions, You are entitled to access Personal Information that we hold about them.
- 5.11. Praemium is bound by the Privacy Act 1988 (Cth) and in accordance with the Australian Privacy Principles (as set out in Schedule 1 of that Act) has a Privacy Policy. Praemium's Privacy Policy is available free of charge via the Website, www.praemium.com or by contacting us to request a copy.
- 5.12. By agreeing to be bound by these Terms, you agree and consent to the collection, use and provision of Personal Information by Praemium as outlined in these Terms and in Praemium's Privacy Policy.

6. Limitation of liability

- 6.1. To the extent permitted by law, Praemium will not be liable to any person:
 - 6.1.1. for any Loss caused by Praemium as a result of following an instruction given by You, Your Nominated Representatives Your Client or any other person;
 - 6.1.2. for any delay in acting on an Investment Instruction due to Praemium seeking clarification on the Investment Instruction; or
 - 6.1.3. for any delay in the performance of Praemium's obligations under these Terms where such delay was caused by a corresponding delay in the provision of an Investment Instruction or information by You, a Client or any other person.
- 6.2. Praemium has no obligation to act in accordance with the whole or part of an Investment Instruction which Praemium reasonably considers is ambiguous, unclear, or in conflict with any relevant law or local market practice and to the extent permitted by law, Praemium will not be liable to any person for any such failure to act.
- 6.3. You agree and acknowledge that:
 - 6.3.1. the Praemium Platform (including, without limitation, access to the Praemium Platform) may be delayed, interrupted or unavailable; and
 - 6.3.2. to the extent permitted by law, Praemium will not be liable to any person for any such delay, interruption or unavailability of the Praemium Platform, provided Praemium has used reasonable endeavours to minimise any delay, interruption or unavailability and to remedy, as soon as practicable, any unplanned delay, interruption or unavailability.
- 6.4. You further agree and acknowledge that:
 - 6.4.1. material, data or information made available on the Praemium Platform may not be accurate or complete; and
 - 6.4.2. to the extent permitted by law, Praemium will not be liable to any person for any inaccuracy or incompleteness in any material, data or information provided by You, a Client or any other third party which is made available on the Praemium Platform.
- 6.5. To the extent permitted by law, Praemium will not be liable to any person in relation to any access to, or use of, any third party products, services, tools or resources made available via the Praemium Platform.
- 6.6. Neither party has any liability whatsoever under these Terms for any Excluded Loss.
- 7. Termination Praemium may terminate or suspend Your access to the Adviser Service where:
 - 7.1.1. It is directed by the Adviser Group to terminate or suspend Your access;
 - 7.1.2. You have failed to comply with these Terms and where remediable, You fail to remedy the breach within 10 days' notice to You
 - 7.1.3. It forms the view, acting reasonably, that Your continued access to the Adviser Service will be adverse to Praemium or a Client;
 - 7.1.4. You become insolvent or bankrupt; or Your AFSL, CAR or AR (as the case may be) is suspended to terminated. Praemium will not be responsible for any Loss where it suspends or terminates Your access to the Adviser Service under this clause.

8. Confidentiality

- 8.1. Each party:
 - 8.1.1. must not disclose to any other person or use for any purpose other than a Permitted Purpose, any of the other party's Confidential Information; and
 - 8.1.2. must keep all such Confidential Information in strict confidence,
 - 8.1.3. except to the extent that the disclosure or use is expressly required or permitted by these Terms;
 - 8.1.3.1. as a consequence of any direction or consent given to the party seeking to disclose or use the Confidential Information by the other party, or in the case of Client Personal Information, by the Client;
 - 8.1.3.2. to employees, contractors, related bodies corporate, auditors, service providers or agents of a party who has a need to know (and only to the extent that each has a need to know) for one or more Permitted Purposes of that party; or
 - 8.1.3.3. required by a Regulator or required by law or the rules of a stock exchange.
- 8.2. Each party must use reasonable endeavours to ensure that any person to whom Confidential Information of the other party is disclosed keeps it in strict confidence in accordance with these and only uses it for a Permitted Purpose.
- 8.3. Except to the extent expressly agreed in writing between the parties, nothing in these Terms is an assignment by a party of any of its Confidential Information to the other party.

Glossary

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

Adviser Group means [*]

Adviser Service: means the access granted to You to the Praemium Platform to enable You to provide Financial Services to Your Clients.

AFS Licence or AFSL: an Australian financial services licence granted under section 913B of the Corporations Act that authorises a person who carries on a financial services business in Australia to provide financial services.

AFS Licensee or AFSL: the holder of an AFSL who is authorised by Praemium to access Adviser Service.

AML Program: Your anti-money laundering and counter-terrorism financing program, as defined under AML/CTF Requirements.

AML/CTF Requirements: the requirements under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and any regulations or rules made under that Act.

ASIC: the Australian Securities and Investments Commission.

Nominated Representative: means Your Authorised Representative and/or Nominated User (as the case may be)

Authorised Representative means a representative engaged or appointed by as an 'authorised representative' (as defined in section 761A of the Corporations Act)

AUSTRAC: the Australian Transaction Reports and Analysis Centre.

Business Day: a day other than a Saturday, Sunday, or public holiday in Melbourne.

Client: a person who has invested in or holds an account in a Praemium Financial Product (or has previously invested in or held an account in a Praemium Financial Product) and who has nominated You as their nominated financial adviser in connection with that Praemium Financial Product and who has not subsequently cancelled that nomination.

Confidential Information: all information, data, practices and techniques of a confidential nature, whether or not designated as "confidential information" related to the business or operations of a party (or a related body corporate of a party), except that Confidential Information does not include any information which is generally available to or known by the public other than as a result of a breach of these Terms or any other obligation of confidentiality, or any information which is available to a party on a non-confidential basis from a source other than the other party.

Corporations Act: the Corporations Act 2001 (Cth).

Disclosure Document means a current and complete disclosure document including any supplementary disclosure document,

required to be issued to a Client pursuant to the Corporations Act, in respect of an Investment.

Excluded Loss: any Loss under these Terms:

- (a) that does not arise naturally and according to the usual course of things from the event giving rise to the Loss under these Terms; or
- (b) that arises due to special circumstances of the parties that were not known to the party having a liability under these Terms. Regardless of whether a Loss would be covered by paragraphs (a) or (b) above, each of the following will also be taken to be an Excluded Loss:
 - (c) any loss of profit (other than a loss of interest or direct earnings in relation to the subject matter of a Loss, being interest or earnings from the date when the Loss arises until the date on which payment of the Loss is made);
 - (d) any loss of goodwill, loss of opportunity or loss of anticipated saving;
 - (e) any special or punitive loss or damages; and
 - (f) any claim, demand, action, litigation or proceedings to the extent that it relates to or includes a claim for any loss or damages set out in paragraphs (c), (d) or (e) above.

Financial Products has the meaning ascribed to that term in the Act and includes (where applicable) the Praemium Financial Products.

Praemium Financial Product/s: a financial product that is issued, made available, sponsored or distributed by Praemium including:

- (a) Separately Managed Accounts ('SMA') ARSN 114 818 530;
- (b) Powerwrap Investment Account ('Smartwrap', 'Private Wealth') ARSN 137 053 073;
- (c) Praemium SMA Superannuation Fund ('SuperSMA') ABN 75 703 857 864, RSE R1074352 is issued by Diversa Trustees Limited ('Trustee') ABN 49 006 421 638, AFSL 235153, RSE Licence No L0000635; and
- (d) Investor Directed Portfolio Service [offered by Praemium]
- (e) Other financial products for which Praemium subsequently issues a Disclosure Document or subsequently sponsors or distributes.

Financial Services: the services You provide to Clients when You deal in, promote, or provide advice (including financial product advice) in relation to Investment Products

Financial Services Guide: has the meaning given to it in section 9 of the Corporations Act.

GST: has the meaning given to this term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

In writing: includes by any form of electronic communication.

Intellectual Property: includes, both in Australia and throughout the world, any copyright, all rights in relation to inventions and registered and unregistered trademarks (including service marks), logo, brand name, design, patent, semiconductor or circuit layout right, computer software or other technology, administrative processes, website design, trade, business or company name, indication of source or appellation of origin, or other proprietary right, or any right to registration of such rights.

Investment Instructions means an instruction to deal in an Investment Product including without limitation, acquiring, disposing, exercising any rights attached to the Investment.

Investment Products means a Financial Product and Other Products.

Loss: in relation to any person, any loss, liability, claim, damage, action, suit, demand, cost, interest, charge, expense, outgoing, payment, judgement, amount paid in settlement and expenses (including legal fees and costs) of any kind or character whatsoever.

Other Product/s: means products available for investment via the Praemium Financial Products which are not considered a 'financial product' (as that term is defined in the Corporations Act).

Permitted Purpose:

- (a) in relation to You, discharging Your obligations and enforcing Your rights under these Terms; and
- (b) in relation to Praemium, discharging its obligations and enforcing its rights under these Terms or arranging or facilitating the operation, administration or management of, or access to, the Adviser Service or Investment Product.

Personal Information: has the meaning given to this term in the Privacy Act 1988 (Cth).

Praemium, Us or We: unless the context requires otherwise:

Praemium Limited ABN 74 098 405 826 of Level 19, 367 Collins St, Melbourne, 3000, Victoria and its wholly owned subsidiaries Praemium Australia Limited ABN 92 117 611 784, AFSL 297956, Powerwrap Limited ABN 67 129 756 850, AFSL 329829 and MWH Capital Pty Ltd ABN 64 136 888 956, AFSL 338141 (collectively referred to as 'Praemium').

Praemium Platform: the technology platform and underlying ledgers which support (among other things) the Praemium Financial Products.

Record of Advice: a record of advice given pursuant to Part 7.7 of the Corporations Act.

Regulator: ASIC, AUSTRAC, the Australian Taxation Office, the Office of the Australian Information Commissioner, or any other applicable government or governmental, semi-governmental, regulatory,

administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, whether foreign, federal, state, territorial or local.

Related body corporate: has the meaning given to it in section 9 of the Corporations Act.

Statement of Advice: has the meaning given to it in section 9 of the Corporations Act.

Website: the Praemium website at www.praemium.com and related websites and/or other websites used by Praemium from time to time in connection with a Praemium Financial Product.

Website Terms: the terms and conditions of use of the Website, as set out at <https://www.praemium.com/terms/>.