

AFSL DETAILS & ACCEPTANCE OF TERMS



This form is for a new or existing AFS Licensees to maintain company details, including electronic payment instructions and acceptance of our Adviser Group - Adviser Service Terms of Use (includes RCTI)

Part 1 - AFS Licensee details

Company name

ABN

AFSL number

Business address

Town or suburb

State

Postcode

Telephone

Email

Primary contact person for AFSL

Contact name

Position/Title

Contact phone

Contact email

Part 2 - Electronic payment instructions

To have your adviser remuneration paid directly into your bank account please complete the form below. The bank account you nominate must be in the name of the AFS Licensee. To assist with allocating payments to your advisers we will email you a detailed statement each time remuneration is paid.

Remuneration contact details

Contact name

Contact phone

Email (for statements)

Bank Account details

Bank account name

BSB

Bank account number

Financial Institution

Part 3 - Authorisations & Acceptance of Terms and Conditions

This section is to be completed by minimum of TWO company officeholders or as per your company requirements.

By signing and submitting this form, you are deemed to have read and accepted the Terms and Conditions as per the attached Appendix 'Adviser Group - Adviser Service Terms of Use'.

Company Signatory 1

Date

Name

Capacity/Position

Email

Company Signatory 2

Date

Name

Capacity/Position

Email

Company Signatory 3

Date

Name

Capacity/Position

Email

Company Signatory 4

Date

Name

Capacity/Position

Email

Company Signatory 5

Date

Capacity/Position

Email

Company Signatory 6

Date

Name

Capacity/Position

Email

This form may be signed using wet signatures or Certificate based digital signatures using Adobe Acrobat, Docusign or other approved vendor. Please return your completed form to support@praemium.com.au.

For any enquiries please contact Praemium Support on 1800 571 881.

This form is used for services on Praemium's technology platform ('Platform') provided by Praemium Limited (ABN 74 098 405 826) ('Praemium'), and its subsidiaries: Praemium Australia Limited (ABN 92 117 611 784, AFSL 297956) as the operator of the Praemium Spectrum Investor Directed Portfolio Service (Praemium Spectrum), the responsible entity of the Separately Managed Accounts (ARSN 114 818 530) (Praemium SMA) and sponsor of the Praemium SMA Superannuation Fund (ABN 75 703 857 864) (Praemium Super), an APRA-regulated superannuation fund.

Appendix - Adviser Group - Adviser Service Terms of Use

General

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

Nominated Representatives

- 2.0 You may provide the Financial Services using the Adviser Service directly or through an Authorised Representative who You authorise, provided they have accepted the Individual Adviser Terms.
- 2.1 You are also permitted to nominate representatives within your organisation to access the Adviser Service (**Nominated Users**).
- 2.2 You must notify us your Nominated Representatives and provide them with a copy of these Terms prior to granting them access to the Adviser Service.
- 2.3 You are fully responsible and liable for your Nominated Representatives that You authorise to access the Adviser Service and in respect of your Authorised Representatives, the Financial Services they provide their Clients.
- 2.4 A reference to you in these Terms includes a reference to your Nominated Representatives.
- 2.5 You are responsible for ensuring the accuracy (on an ongoing basis) of the details of all Nominated Representatives that have been provided or notified to Praemium.
- 2.6 You are responsible for all costs, charges and expenses incurred by You or Your Authorised Representatives in relation to the provision of Financial Services.

Your obligations

- 3.0 You must at all times comply with all applicable laws and among other things You must:
 - 3.0.1 hold a current AFS Licence with the necessary authorisations to perform and carry out the Financial Services, and ensure compliance with Your AFS Licence obligations;
 - 3.0.2 hold appropriate professional indemnity insurance, which complies with the applicable laws which must include protection against fraud by Your Authorised Representatives;
 - 3.0.3 comply with these Terms ;
 - 3.0.4 be a member of an external dispute resolution service and have appropriate internal dispute resolution processes in place, as required by the applicable laws;
 - 3.0.5 and 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;

- 3.0.6 only provide Investment Instructions to Praemium as authorised and instructed by the Client and ensure that Your Authorised Representatives only provide Investment Instructions which are authorised by the Client;
 - 3.0.7 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;
 - 3.0.8 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.
 - 3.0.9 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.
 - 3.0.10 maintain complete, accurate and up to date records of all Clients' Investment Instructions and any dealings in relation to any Investment Products.
 - 3.0.11 only access Client account information or allow Your Authorised Representatives to do so if You continue to be authorised to provide the Financial Services to the Client. You, and Your Authorised Representatives, must immediately cease to access such information when Your authorisation ceases for any reason.
- 3.1 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.
 - 3.2 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.

- 3.3 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.
- 3.4 You must comply with your obligations under the Design and Distribution Obligations under Part 7.8A of the Corporations Act.
- 3.5 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).

Adviser Remuneration

- 4.0 If a Client directs or authorises Praemium to pay You or Your Authorised Representatives any Adviser Remuneration.
 - 4.0.1 You must ensure that the direction/authorisation for payment of Adviser Remuneration has been provided by the Client, meets the requirements of the Corporations Act and all applicable ASIC regulatory guides including ASIC Regulatory Guide 246.
 - 4.0.2 You must ensure that any payment of Adviser Remuneration from a member's superannuation account is for the sole purpose of providing superannuation advice in respect of that account and that such payment is in accordance with the Superannuation Industry Supervision Act 1993 (Cth) (the SIS Act). You must also ensure that no portion of any such Adviser Remuneration is refunded or paid to the Client.
 - 4.0.3 You must promptly provide consents in relation to any on-going fee agreements You have with the Client, if requested by Praemium.
- 4.1 Praemium must be notified if the Client withdraws or varies their consent, direction or authorisation or if that consent, direction or authorisation is no longer valid for any reason.
- 4.2 You agree to repay or cause to be repaid to Praemium on behalf of the Client any Adviser Remuneration paid to You or Your Authorised Representative which has not been validly and fully directed, authorised or consented to by the Client or is not compliant with the law. This obligation survives termination of Your agreement with Praemium.
- 4.3 You are responsible for ensuring that a valid agreement is in place with the Client regarding the payment of Adviser Remuneration in respect of that Client and for ensuring the Client and Praemium are each provided with all necessary disclosures about the Adviser Remuneration.
- 4.4 Payment of Adviser Remuneration will be made as directed or authorised by the Client, subject to the applicable laws. You are responsible for ensuring that Your contact and bank details held by Praemium are current.
- 4.5 Praemium reserves the right to withhold or cancel any Adviser Remuneration due and payable to You if:
 - 4.5.1 the Adviser Service is terminated or if your appointment or that of an Authorised

- 4.5.2 Representative is terminated by a Client;
 - 4.5.2 the Client has requested the cessation of Adviser Remuneration;
 - 4.5.3 You do not provide any consents or updated consents in relation to any on-going fee agreements;
 - 4.5.4 the Client's consent, direction or authorisation is withdrawn, terminates or expires, or is revoked including on the Client's death or where applicable, the Client no longer meets the definition of a 'wholesale client' (Corporations Act 2001 - SECT 761G)
 - 4.5.5 Where ASIC or the issuer of a Financial Product informs Praemium, or where Praemium reasonably forms the view, that the Adviser Remuneration may not comply with the law or that it is necessary or desirable to withhold or cancel payment of the Adviser Remuneration to protect the interests of a Client.
- 4.6 Praemium further reserves the right to claw back or set off any amount of Adviser Remuneration which has been incorrectly paid.
 - 4.7 If You fail to make a payment to an Authorised Representative, the Authorised Representative is not entitled to make a claim against Praemium for any unpaid Adviser Remuneration.
 - 4.8 You must notify Praemium as soon as practicable and in any case within 10 Business Days of becoming aware that a Client:
 - 4.8.1 has died;
 - 4.8.2 has requested for fees to cease or has otherwise withdrawn its consent to the deduction of Your fees.
 - 4.8.3 has borrowed money within their Investment Products.

GST & RCTI agreement

- 5.0 You acknowledge that You are registered for GST when entering into these Terms. You must notify the Recipients as soon as practicable and in any case within 30 days, if You cease to be registered for GST.
- 5.1 You agree not to issue tax invoices in respect of the services to the Recipients.
- 5.2 The Recipients agree that in consideration of You not issuing a tax invoice, they will issue You with a RCTI.
- 5.3 Each Recipient acknowledges that it is registered for the purpose of GST when it enters into the Terms and Conditions and that it will notify You if it ceases to be registered or if it ceases to satisfy the requirements of any tax ruling required for the issuance of an RCTI to You.
- 5.4 Each Recipient agrees to indemnify You for any liability for GST and penalties that may arise from an understatement of the GST payable on the services supplied to that Recipient for which an RCTI has been provided.
- 5.5 You and the Recipients agree that the above terms are automatically modified in accordance with current GST law and tax rulings as required for the issuance of an RCTI from time to time.

You and Praemium

- 6.0 These Terms do not constitute an appointment of You as an employee of, agent of, partner or joint venture with Praemium.

- 6.1 Praemium reserves the right to refuse to deal with You and or Your Authorised Representative, and Praemium may, at its discretion, decline to provide You or Your Authorised Representative, the Adviser Service or may suspend Your or Your Authorised Representative's access to the Adviser Service, where Praemium reasonably determines that continued use of the Adviser Service breaches these Term or may harm Praemium or a Client. Praemium will not be liable to You or to Your Authorised Representatives 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.
- 6.2 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.
- 6.3 You have no authority to make any oral or written representations on behalf of or for Praemium.
- 6.4 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.
- 6.5 You must notify Praemium as soon as practicable if You become aware:
- 6.5.1 that either You or any of Your Authorised Representatives no longer require access to Adviser Service;
 - 6.5.2 that You or any of Your Authorised Representatives no longer hold an AFSL (or in respect of the Authorised Representative, it no longer holds a CAR), which authorises You to provide Financial Services;
 - 6.5.3 that any of Your Authorised Representatives have ceased to be an Authorised Representative authorised by you to provide the Financial Services on Your behalf;
 - 6.5.4 of a material change to Your or Your Authorised Representatives' AFSL conditions, such as regulator-imposed conditions or a limitation in Your ability to provide the Financial Services;
 - 6.5.5 of a material breach of the law by You or Your Authorised Representative, 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;
 - 6.5.6 of any breach or reasonable likelihood of a breach of these Terms by You or any of Your Authorised Representatives;
 - 6.5.7 of any legal proceedings or regulatory investigation or action commenced by a Regulator in respect of You or any of Your Authorised Representatives;
 - 6.5.8 of any matter that may adversely impact Your or Praemium's compliance with the applicable laws; or
 - 6.5.9 of a material complaint made against You or Your Authorised Representative by a Client.
- 6.6 You must provide the following documentation to Praemium within 30 days of a written request by Praemium:
- 6.6.1 a copy of Your AFSL or an Authorised

Representative's authority, Your professional indemnity insurance certificate of currency and or Your Financial Services Guide;

- 6.6.2 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;
 - 6.6.3 copies of Statements of Advice or Records of Advice; and
 - 6.6.4 such other information as reasonably requested by Praemium.
- 6.7 You must provide documentation to Praemium within 5 days of request, to show evidence of a Client's identification, which is required by AUSTRAC.
- 6.8 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 or Your Authorised Representatives. For the avoidance of doubt, this is Your responsibility or the responsibility of Your Authorised Representatives.

Indemnity

- 7.0 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 (including a breach by Your Nominated Representatives) of these Terms or any conduct in relation to the Client(s) or Investment Products or the Adviser Service by You or Your Authorised Representatives, except where and to the extent caused by the negligence, fraud, wilful misconduct or dishonesty of Praemium or its officers, employees or agents.
- 7.1 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.

Praemium's obligations

- 8.0 Praemium will provide You with:
- 8.0.1 An interface to the Praemium Platform in relation to Investment Products available through the Praemium Platform, accessed via the Website;
 - 8.0.2 Communications in relation to the Products; and
 - 8.0.3 Electronic access via Praemium's Website with the latest Disclosure Documents for each Financial Product
- 8.1 Subject to clauses 6.1 and 7, Praemium will act on Investment Instructions received from You through the Adviser Service.
- 8.2 Praemium endeavours to provide access to the Website in accordance with the Website Terms, as set out at www.praemium.com/terms/.
- 8.3 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.
- 8.4 Praemium will act on instruction from the Client to

remove You or Your Authorised Representative from having access to the Client's account. Praemium will notify You or the Authorised Representative of this change within 10 Business Days.

- 8.5 Praemium may collect Personal Information from Your Authorised Representatives. This may include their name, contact details, date of birth, drivers' licence or other forms of identification.
- 8.6 Praemium may use Personal Information regarding Your Authorised Representative for the following purposes:
 - 8.6.1 assessment of identification;
 - 8.6.2 assessment of applications for registration; and
 - 8.6.3 assisting Clients with enquiries.
- 8.7 Praemium may also provide Personal Information relating to You or Your Authorised Representatives to third parties to:
 - 8.7.1 enable the operation of Financial Products (i.e., providing details to fund managers, life insurers);
 - 8.7.2 enable research to be conducted by fund managers; and/or
 - 8.7.3 enable Praemium to provide You with other products it might offer from time to time via the Website.
- 8.8 Praemium may provide details, including Personal Information, of You or Your Authorised Representatives where required to do so in accordance with the law, such as to a Regulator.
- 8.9 Subject to certain permitted exceptions, Your Authorised Representatives are entitled to access Personal Information that we hold about them.
- 8.10 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.
- 8.11 By agreeing to be bound by these Terms and Conditions, you agree and consent to the collection, use and provision of Personal Information by Praemium as outlined in these Terms and Conditions and in Praemium's Privacy Policy.

Limitation of liability

- 9.0 To the extent permitted by law, Praemium will not be liable to any person:
 - 9.0.1 for any Loss caused by Praemium as a result of following an instruction given by You, Your Authorised Representatives, a Client or any other person;
 - 9.0.2 for any delay in acting on an Investment Instruction due to Praemium seeking clarification on the Investment Instruction; or
 - 9.0.3 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, Your Authorised Representatives, a Client or any other person
- 9.1 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.

- 9.2 You agree and acknowledge that:
 - 9.2.1 the Praemium Platform (including, without limitation, access to the Praemium Platform) may be delayed, interrupted or unavailable; and
 - 9.2.2 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.
- 9.3 You further agree and acknowledge that:
 - 9.3.1 material, data or information made available on the Praemium Platform may not be accurate or complete; and
 - 9.3.2 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, Your Authorised Representatives, a Client or any other third party which is made available on the Praemium Platform.
- 9.4 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.
- 9.5 Neither party has any liability whatsoever under these Terms for any Excluded Loss.

Confidentiality

- 10.0 Each party:
 - 10.0.1 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
 - 10.0.2 must keep all such Confidential Information in strict confidence,
 - 10.0.3 except to the extent that the disclosure or use is:
 - 10.0.3.1 expressly required or permitted by these Terms;
 - 10.0.3.2 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;
 - 10.0.3.3 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
 - 10.0.3.4 required by a Regulator or required by law or the rules of a stock exchange.

- 10.1 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 Terms and only uses it for a Permitted Purpose.
- 10.2 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.

Information Security

- 11.0 Praemium will use best endeavours to undertake, and comply with, the relevant security measures in Praemium's Security Statement, as set out at <https://www.praemium.com/security-statement/>.
- 11.1 You will use best endeavours to undertake and comply with, and to procure Your Authorised Representatives, Your Clients and Your Authorised Representatives' Clients use their best endeavours to undertake and comply with, the relevant security measures in Praemium's Security Statement, as set out at <https://www.praemium.com/security-statement/>.
- 11.2 Praemium may make changes to the Security Statement from time to time and will notify You of any material changes.

Intellectual Property

- 12.0 Each party agrees that other than as provided in this 'Intellectual Property' clause, nothing in these Terms transfers ownership of, or otherwise grants any rights in, any Intellectual Property of a party.
- 12.1 The parties acknowledge and agree that Praemium owns all rights to or has a right of use in respect of:
 - 12.1.1 the Praemium Platform (including, without limitation, the Adviser Service) and its contents and all data, records, documents, information (including technical, manufacturing, service and maintenance information), software, source codes, know-how, data, processes, or methodologies in connection with the Praemium Platform (including, without limitation, the Adviser Service); and
 - 12.1.2 all Developed IP.
- 12.2 Praemium's title to any such Intellectual Property, data, records, documents, information, software, source codes, know-how, data, processes or methodologies is unlimited.
- 12.3 The parties further acknowledge and agree that, with respect to a Praemium Financial Product, Praemium or the issuer of the Praemium Financial Product (as relevant) owns all data, records, documents and information relating to the Praemium Financial Product, including all Client, asset, investment and financial information and Personal Information held in electronic, photographic or hard copy form.
- 12.4 To the extent:
 - 12.4.1 a party to these Terms assigns, licenses or supplies any material to the other party under or in connection with these Terms and Conditions; and
 - 12.4.2 any individual is entitled to assert any moral rights (as conferred under the *Copyright Act 1968* (Cth)) in relation to any such material, the party assigning, licensing or supplying the material

must obtain from that individual all necessary consents and waivers In writing authorising any act or omission by the other party or any other person that is permitted under these Terms which would otherwise infringe that individual's moral rights in relation to that material.

Changes to the Praemium Platform

- 13.0 Praemium reserves the right, in its sole discretion, to alter at any time:
 - 13.0.1 the Praemium Platform including functionality.
 - 13.0.2 the arrangements for access to or interface with the Praemium Platform; or
 - 13.0.3 the way in which Praemium uses the Praemium Platform.
- 13.1 If any such alteration has a material impact on the functionality of the Praemium Platform, the arrangements for access to or interface with the Praemium Platform or the way in which Praemium uses the Praemium Platform, Praemium will seek to notify You of such alteration as soon as reasonably practicable prior to the alteration being made or, where it is not reasonably practicable to provide prior notice of an alteration, as soon as reasonably practicable after the alteration is made.

Termination

- 14.0 Either party may terminate these Terms on 5 Business Days' written notice to the other party.
- 14.1 Either party may terminate these Terms immediately if:
 - 14.1.1 the other party becomes insolvent;
 - 14.1.2 the other party ceases to carry on business;
 - 14.1.3 the other party's AFSL is cancelled, suspended or varied (in a materially adverse way); or
 - 14.1.4 the other party breaches the Corporations Act or the Terms in a material respect.
- 14.2 Upon termination of these Terms, You and each of Your Authorised Representatives will immediately cease to be authorised to access the Adviser Service.
- 14.3 Subject to the relevant law, as soon as practicable after the termination of these Terms and Conditions, each party (the **first party**) must:
 - 14.3.1 at the election of the other party, either delete / destroy or return to the other party:
 - 14.3.1.1 all Confidential Information of the other party; and
 - 14.3.1.2 those parts of all notes and other records based on or incorporating any Confidential Information of the other party,
 that is in the possession of, or under the control of, the first party;
 - 14.3.2 return to the other party all Intellectual Property and other property of the other party that is in the possession of, or under the control of, the first party, provided that the first party has the right to retain a copy of any such information, notes or records for its internal governance, compliance or record-keeping purposes and shall not be required to return, delete or destroy any such information, notes or records contained in its back-ups, provided further that any such information,

notes or records shall remain subject to the first party's confidentiality obligations under these Terms and Conditions until deleted or otherwise destroyed in accordance with the first party's archiving or data retention policy.

14.4 Any provision of these Terms which by its nature is intended to survive termination of these Terms shall survive termination, including all clauses pertaining to GST, Indemnity, confidentiality and adviser remuneration.

Glossary

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

Adviser Remuneration: a fee agreed between a Client and either you or an Authorised Representative, for You or the Authorised Representative (as applicable) to be paid for financial product advice provided by You or the Authorised Representative in relation to a Financial Product.

Adviser Service: means the access granted to You and/or Authorised Representative to the Praemium Platform to enable You or Your Authorised Representative 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.

Authorised Representative: a Representative engaged or appointed by You and who You have nominated to use the Adviser Service and who is authorised as an 'authorised representative' (as defined in section 761A of the Corporations Act) under Your AFSL to provide financial product advice to Clients.

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 and or an Authorised Representative 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.

Developed IP: all Intellectual Property which is created, produced or otherwise brought into existence for the purpose of, or in the course of, performance under these Terms.

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).

Individual Adviser Terms means the terms which Your Authorised Representative must accept in order to access the Adviser Service.

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.

Nominated Representative means the Authorised Representatives and Nominated User authorised by You to access the Adviser Service.

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.

RCTI: recipient created tax invoice as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Recipients: Praemium Australia Limited ('Responsible Entity') ABN 92 117 611 784, AFSL 297956 and Praemium SMA Superannuation Fund ('SuperSMA') ABN 75 703 857 864.

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.

Representative: Your employee or director, any employee or director of Your related body corporate, or any other person acting on Your behalf.

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/>.

You (including **Your** or **Yourself**): the AFS Licensee, and where You authorise a Financial Service to be provided through an Authorised Representative, the Authorised Representative (as applicable).