

5. USER ACCESS

This section should be completed to obtain access to the Wrap website for the dealer group and other users nominated by the dealer group ("Users"). The dealer group is responsible for all Users specified in this section.

To ensure you receive product and other important updates, please provide a direct email address for each User.

The Primary User will be the main contact regarding queries about the adviser account or any client issues.

Full access allows Users to enquire, create and print reports as well as set up a new client and transact.

Read only access allows Users to enquire, create and print reports. Access allows viewing of all fee/commission statements which are published on the website monthly.

- Please complete details for each new User (up to 6, including the Primary User) who requires access to the Internet Service
- If you have 7 or more Users to register, please take a copy of this form before proceeding further
- All Users indicated below will be 'linked' to the dealer group contact named in section 1 (the Primary User)
- Passwords and instructions for use for ALL new Users will be sent to the Primary User at the registered address.

1 PRIMARY USER

Title	First name
<input type="text"/>	<input type="text"/>
Surname	
<input type="text"/>	
Existing User ID (if applicable)	Full access <input type="checkbox"/> Read only access <input type="checkbox"/>
<input type="text"/>	
Email address	
<input type="text"/>	
<input type="text"/>	

2 USER 2

Title	First name
<input type="text"/>	<input type="text"/>
Surname	
<input type="text"/>	
Existing User ID (if applicable)	Full access <input type="checkbox"/> Read only access <input type="checkbox"/>
<input type="text"/>	
Email address	
<input type="text"/>	
<input type="text"/>	

3 USER 3

Title	First name
<input type="text"/>	<input type="text"/>
Surname	
<input type="text"/>	
Existing User ID (if applicable)	Full access <input type="checkbox"/> Read only access <input type="checkbox"/>
<input type="text"/>	
Email address	
<input type="text"/>	
<input type="text"/>	

4 USER 4

Title	First name
<input type="text"/>	<input type="text"/>
Surname	
<input type="text"/>	
Existing User ID (if applicable)	Full access <input type="checkbox"/> Read only access <input type="checkbox"/>
<input type="text"/>	
Email address	
<input type="text"/>	
<input type="text"/>	

5 USER 5

Title	First name
<input type="text"/>	<input type="text"/>
Surname	
<input type="text"/>	
Existing User ID (if applicable)	Full access <input type="checkbox"/> Read only access <input type="checkbox"/>
<input type="text"/>	
Email address	
<input type="text"/>	
<input type="text"/>	

6 USER 6

Title	First name
<input type="text"/>	<input type="text"/>
Surname	
<input type="text"/>	
Existing User ID (if applicable)	Full access <input type="checkbox"/> Read only access <input type="checkbox"/>
<input type="text"/>	
Email address	
<input type="text"/>	
<input type="text"/>	

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6. DEALER GROUP DECLARATION

This contains important information about Wrap and your obligations as a dealer group once you sign this form.

Only sign and date the form after reading the Dealer Group Declaration.

ADVISER/DEALER

In signing this form, you agree to recommend and BT Portfolio Services Ltd (ABN 73 095 055 208) and BT Funds Management Ltd (ABN 63 002 916 458) ('the Providers') permit you to recommend the Wrap Service to your clients on the following terms and conditions.

This form sets out the terms and conditions of use for the related internet service ('the Internet Service') offered by BT Portfolio Services Ltd ('BTPS') to registered advisers and their staff. BTPS is the Administrator of SuperWrap and the operator of Wrap. BTPS has offered in respect of the Wrap Service (with the consent of BT Funds Management Limited) to provide registered advisers and their staff with an electronic interface to BTPS through the Internet Service. This Internet Service will include placing transactions for clients over the internet, receiving client information, changing certain details of clients and such other services as advised from time to time by BTPS.

This form also sets out terms and conditions that apply in respect of insurance issued by Westpac Life Insurance Services Limited (ABN 49 006 421 638) ('the Insurer') through the Wrap Service.

You declare that:

- the details provided by you are correct
- you have read and understood the investor brochures, product disclosure statements, and forms for the Wrap Service ('Investor Brochures')
- where the client appoints an attorney under a power of attorney you will use your best endeavours to ensure that the attorney complies with the terms of the power of attorney.

You agree to:

- be bound by the terms of the Investor Brochures that are relevant to you, and will not knowingly assist (by act or omission) any person to breach the terms of the Wrap Service
- promptly act on your client's (or their representative's) instructions relating to their portfolio within the Wrap Service as necessary or as contemplated within the Investor Brochures
- not deal with your client's portfolio within the Wrap Service except on their (or their representative's) instructions or as contemplated within the Investor Brochures and the Wrap training manuals
- promptly and accurately complete and deal with all requirements as contemplated by the Investor Brochures. This includes keeping your and your client's details up to date, dealing with registries for listed securities and completing all forms to establish and transact on your client's portfolio within the Wrap Service
- retain the originals of all records for the Wrap Service such as transaction forms and each version of the Investor Brochures for at least 7 years after they cease to apply
- where relevant, deposit all money received from the client in respect of Wrap into an account with an Australian authorised deposit-taking institution designated as a trust account
- act honestly and professionally and use all due diligence and vigilance when acting for your client in relation to the Wrap Service. This includes complying with relevant law and properly disclosing remuneration, charges and commissions
- immediately notify the Providers or their nominated agents if you breach or are likely to breach any relevant law, these terms or cease to be authorised to recommend the Wrap Service as the holder of an AFSL, an Authorised Representative of the Licensee, an employee or director of the Licensee or of another entity specified in section 911B(1)(a) of the Corporations Act 2001 (Cth) or under section 916B(3) of the Corporations Act 2001 (Cth) by a corporate representative of the Licensee
- comply with all reasonable written directions of the Providers and notify your client of such matters as the Providers or their agents and servants reasonably require

- ensure each client properly completes all forms and is given any disclosure or other offer document required to be given to them by the Providers, under relevant law or regulatory policy (including the current Financial Services Guides ('FSGs') issued by BTPS and BT Funds Management Limited (ABN 63 002 916 458) ('BTFM') any offer document and current versions of the Investor Brochures), before any instruction is given effect. This will require you to, amongst other things, provide each new or potential client of the Wrap Service with whom you come into contact, with BTPS's and BTFM's current FSGs, at or before the time when you provide that person with the Investor Brochures and in any event, before BTPS or BTFM provides that person with a financial service
- not to place an instruction to acquire a financial product available through the Wrap Service (and notify the Providers immediately) if you become aware that:
 - a material change has occurred to the information contained in the Investor Brochures or they become misleading or deceptive or likely to mislead or deceive or fail to comply with law or regulatory policy; or
 - the acquisition of a financial product through the Wrap Service is prohibited by relevant law or regulatory policy; or
 - the offer document for the financial product does not comply with the requirements of the Corporations Act or contains a material statement which is untrue or misleading
- give to the Providers such information or certifications as the Providers reasonably require to:
 - evidence compliance by the Providers with any relevant law or regulatory policy; or
 - enable the Providers to comply with any obligation or requirement imposed on it by a regulator or their auditors
- the Providers assigning their rights under this agreement without your consent or novating their obligations under this agreement (to which you consent) to a third party. No prior notice to you is required
- not to send electronically or otherwise any offer document in respect of investments available through the Wrap Service to anyone overseas or link them to it
- use your best endeavours to ensure that your clients are not, or do not act on behalf of persons or entities who are, persons or entities to whom offers or sales of interests in the Wrap Service may not be made under relevant law or under the terms of the Investor Brochures
- assist with the transition of your clients and their portfolios to new advisers in the event that you cease to be authorised to distribute the Wrap Service.

You acknowledge that:

- for the Wrap Service, you are an agent of your client for the purposes of receiving information, including without limitation quarterly and annual reports and other correspondence (in accordance with relevant law and ASIC policy) and you will ensure that these are forwarded to your client when received from BTPS within the timeframes required by relevant law and ASIC policy
- instructions can be halted at any time should the Providers not be reasonably satisfied that the current underlying offer document or Investor Brochures have been provided to the investor(s)
- you do not issue and are not responsible for the Investor Brochures and do not provide the Wrap Service
- the Providers may notify you of changes to the current Investor Brochures or underlying offer document in writing (or notice by email or other electronic communication) and you will not act on any client instruction until the current Investor Brochure or underlying offer document has been given to each client
- you will give affected clients copies of all investor communications that the Providers send to you in respect of underlying financial products
- where the Providers inform you that an underlying financial product is affected by a materially adverse change or significant event that adversely affects a matter required to be in the offer document for that product, you will notify your affected clients of the change or event, give them the further information received from the Providers and inform them that they have an opportunity to select a different investment option

- the Internet service is monitored by you on a regular basis for receipt of information from the Providers, and in any event, at least on each business day
- you are responsible for maintaining the confidentiality of your client's details and security access codes
- you cannot assign or novate your rights or obligations under this agreement without the written consent of the Providers (which shall not be unreasonably withheld)
- neither the Providers nor any other person connected with the Wrap Service are obliged to do anything, except as expressly set out in the Investor Brochures
- your clients can change advisers and that your participation in the Wrap Service can be terminated if you breach your obligations or the Providers consider you unacceptable
- any information given to you by the Providers in respect of your client will be kept confidential by you and your staff and that you and your staff will not use this information to market any other product to your client or pass this information to any other party without your client's written authority. If you cease to be the adviser of your client you must destroy all information provided to you under the Wrap Service in respect of your client except as required under relevant law, the terms of this agreement or with the written consent of your client
- you consent to the Providers passing on information about you (including, without limitation, your name, mailing address and payment details) to related bodies corporate and other service providers for the purpose of establishing and administering the Wrap Service
- you indemnify the Providers and their agents and servants, against any claims, liabilities, expenses, losses or costs (including legal costs on a full indemnity basis) suffered or incurred by any of them as a result of the default, negligence, breach of duty or fraud of you or your agents. This indemnity is a continuing obligation independent of these terms. It continues after you cease to be an adviser for the Wrap Service and it is not necessary for any indemnified person to incur any expense before acting to enforce these indemnities
- you release, discharge and indemnify the Providers against all liabilities that are suffered by you or your clients in respect of the use of the Wrap Service or the inability to transact or use the Wrap Service
- the Providers are not responsible for acts of persons for whom they are not responsible or any other thing outside their control
- communications may be given to you personally, by being left at your last known address or sent there by prepaid mail, by facsimile to your last known facsimile number or electronically to your last known email address or via electronic communication through the Internet Service
- you are responsible for all the costs and expenses in performing your obligations in respect of the Wrap Service
- the Providers may suspend access to the Wrap Service or cancel the ability to transact using the Wrap Service at any time without notice
- for upfront insurance commissions paid in respect of the Wrap Service, if the insurance policy or cover is cancelled or lapsed within six months of the commencement date, you will not be entitled to keep any of the upfront commission (ie 100% of the upfront commission will be written back). After the six month period, the percentage of write-back will be scaled down with each additional calendar month until the 24th month when the commission write-back will no longer apply
- the Providers may vary these terms and conditions at any time (including the introduction of new terms and conditions). The Providers may do this at any time but must give you 30 days notice in writing (or notice by email or other electronic communication) of any change that they consider to be materially adverse to your interests
- you hold an AFSL which authorises you to recommend the Wrap Service (or you are authorised to recommend the Wrap Service as an Authorised Representative of the Licensee, an employee or director of the Licensee or of another entity specified in section 911B(1)(a) of the Corporations Act 2001 (Cth) or under section 916B(3) of the Corporations Act 2001 (Cth) by a body corporate

representative of the Licensee) and you comply with the terms of that licence or authorisation

- this agreement is governed by the laws in force in New South Wales. All parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Recipient Created Tax Invoices

- you acknowledge that you can issue tax invoices in respect of the provision of services to the Providers and that you are registered for the goods and services tax ('GST') when you enter into this agreement and agree to notify the Providers if you cease to be registered
- you agree that you will not issue tax invoices in respect of the services to the Providers
- the Providers agree that in consideration of you not issuing a tax invoice, they will issue you with a recipient created tax invoice ('RCTI')
- the Providers acknowledge that they are registered for the purpose of GST when they enter into this agreement and that they will notify you if they cease to be registered or if they cease to satisfy the requirements of any Tax Ruling required for the issuance of a RCTI to you
- the Providers agree to indemnify you for any liability for GST and penalties that may arise from an understatement of the GST payable on the services for which a RCTI has been provided
- the parties agree that the above terms are automatically modified in accordance with current GST law and Tax Rulings as required for the issuance of a RCTI from time to time.

In respect of the Internet Service, the following Terms and Conditions will apply:

- confidential passwords will be issued to you and the Users that you have nominated on this form. These passwords will allow you and your nominated Users to access the Internet Service according to the level of access you have requested
- you remain responsible for the confidentiality of the passwords issued to you and your nominated Users and for managing those passwords including advising BTPS to cancel or suspend a password of a nominated User
- you remain responsible for all actions taken by your nominated Users or any person that obtains access to the Internet Service using a password that has been issued to you or your nominated Users whether that action is authorised by you or not
- access to the Internet Service will be given to any person who uses the passwords issued or complies with any other BTPS security procedure from time to time. Any action by that person will be taken to have been from you
- you are responsible for ensuring that only you or your nominated Users can access the Internet Service insofar as it relates to your client's portfolio and details, and you and your nominated Users must cease to use the Internet Service and notify the Service Provider if you cease to be authorised to distribute the Wrap Service
- you must tell BTPS immediately if the passwords issued to you or your nominated Users are lost or you think someone else has knowledge of it
- you are responsible for ensuring the secure pages of the Internet Service will not be disclosed to, and that the content of those pages will not be provided to any retail client (as that term is defined in the Corporations Act 2001 (Cth))
- you are responsible for all hardware and software that you use to access the Internet Service and all modifications to it (even if required due to the way in which the Administrator provides the Internet Service) are at your cost
- you must maintain the quality, efficiency, integrity and security of the systems you use in connection with the Internet Service
- BTPS may vary the conditions of use of the Internet Service, including the introduction of new terms and conditions. BTPS may do this at any time but must give you 30 days notice in writing (or notice by email or other electronic communication through the Internet Service) of any change that they consider to be materially adverse to your interests

- notwithstanding the above BTPS may suspend access to the Internet Service or cancel the ability to transact using the Internet Service at any time without notice
- BTPS may delegate or subcontract to another party any part of its obligations in respect of the use and operation of the Internet Service
- BTPS may assign its rights and obligations under this agreement or novate this agreement without your consent
- you release, discharge and indemnify BTPS and the companies within the Westpac Group from and against all liabilities, that are suffered by you or your clients, in respect of the use of the Internet Service or the inability to transact or use the Internet Service
- In respect of Insurance issued by the Insurer through the Wrap Service, the following Terms and Conditions will apply:
 - you must provide your clients with the relevant product disclosure statement of the Insurer and must inform and advise clients of the details of their duty of disclosure under the Insurance Contracts Act 1984 (Cth)
 - you must immediately notify the Insurer of any matter or circumstance of which you become aware which, in your reasonable opinion, would be relevant to the Insurer's decision whether to issue an insurance policy and if so, on what terms
 - you must, upon the Insurer's request, use your best endeavours to obtain any additional information about a client
 - before submitting an electronic application for insurance, you must ensure that the client has viewed and consented to all declarations in the electronic application and provided their express consent to the submission of the application
 - if the insurance policy or cover is cancelled or lapsed: within the first 6 months of commencement, 100% of the initial upfront commission will be written back; between 6 and 9 months of commencement, 50% of the initial upfront commission will be written back; between 9 and 12 months of commencement, 25% of the initial upfront commission will be written back. If the insurance policy or cover continues after 12 months from commencement, there will be no write-back of initial upfront commission.

! *The Administrator is unable to proceed with processing this form if section 6 is not signed.*

By signing this form, you acknowledge that:

- the adviser is either:
 - an Authorised Representative under section 916A of the Corporations Act 2001 (Cth) of the Licensee and under that authorisation is authorised to recommend the Wrap Service; or
 - an employee or director of the Licensee or of another entity specified in section 911B(1)(a) of the Corporations Act 2001 (Cth) that is authorised to recommend the Wrap Service; or
 - authorised under section 916B(3) of the Corporations Act 2001 (Cth) by a corporate representative of the Licensee and under authorisation is authorised to recommend the Wrap Service
- you have agreed to recommend COMET on the terms and conditions set out in this agreement
- all advisers that submit an Adviser Registration Form and include your dealer group 'F' number will automatically be approved by you to use the service and the obligations imposed on you under this agreement will be extended to the actions of your authorised representatives and advisers and you will be bound by the terms and conditions of the Adviser Registration Form that they sign.

In the case of company signatories, two directors or a director and a company secretary must sign unless the company has a sole director and sole secretary.

Signature A

Date

 / /

Signatory name

Company signatories must indicate their company title.

Director Sole Director/Sole Secretary

Signature B

Date

 / /

Signatory name

Company signatories must indicate their company title.

Director Company Secretary

**Once all sections are complete, send this form to:
Wrap
GPO Box 2337
Adelaide SA 5001**

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