

Russell Investments Series Adviser Registration Agreement



NWADADRAAR

Please use **BLACK** pen and **BLOCK** letters.

The purpose of this agreement is to allow a representative of the Licensee to register as an Adviser to provide services in connection with the Products including Russell Investments Wealth Series and Russell Investments Super Series on the Terms and Conditions. The registration of any Adviser to provide services in connection with the Products is subject to the agreement of Netwealth which may be given or withheld at Netwealth's absolute discretion.

Step 1. Provide Licensee details

Licensee name	<input type="text"/>
Business name (where applicable)	<input type="text"/>
Netwealth Licensee code	<input type="text"/> AFSL number <input type="text"/>

Step 2a. Provide Adviser details

Mr/Mrs/Miss/Ms/Dr/Other	<input type="text"/>	Family name	<input type="text"/>
Given name(s)	<input type="text"/>		
Email	<input type="text"/>		
Phone	(<input type="text"/>) <input type="text"/>	Mobile	<input type="text"/>
Existing username (if applicable)	<input type="text"/>		
Authorised representative number	<input type="text"/>	(Please attach a copy of your authorisation) ¹	
How would you prefer your Adviser name displayed to clients? For example, '[Name of Licensee] Pty Ltd - John Sample' or 'John Sample'			
Preferred Adviser name	<input type="text"/>		
	<input type="text"/>		

¹ If you are not registered with ASIC as an Authorised Representative of the Licensee further information will be required. Please contact Netwealth.

Step 2b. Provide corporate authorised representative details (if applicable)

Company name	<input type="text"/>
Business name (if applicable)	<input type="text"/>
Authorised representative number	<input type="text"/> (Please attach a copy of your authorisation)

Step 3. Provide further Adviser contact details

Business name (if applicable)	<input type="text"/>		
ABN	<input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/>		
Street address	<input type="text"/>		
	<input type="text"/>		
Suburb/town	<input type="text"/>	State	<input type="text"/> Postcode <input type="text"/>
Phone	(<input type="text"/>) <input type="text"/>		
Postal address	<input type="text"/>		
	<input type="text"/>		
Suburb/town	<input type="text"/>	State	<input type="text"/> Postcode <input type="text"/>
Email (general correspondence)	<input type="text"/>		
Email (remuneration statements)	<input type="text"/>		

Step 4. Read and sign this Adviser declaration

By signing this form and in consideration for Netwealth registering the Adviser, the Adviser agrees that they are bound by this Agreement.

Signed by:

Name [Grid of 20 boxes]

Position/title [checkbox] Individual Adviser [checkbox] Director [checkbox] Sole director & sole company secretary [checkbox] Authorised person (please attach a copy of your authority)

Signature [Box] Date [D][D] / [M][M] / [Y][Y]

Name [Grid of 20 boxes]

Position/title [checkbox] Director [checkbox] Company secretary [checkbox] Authorised person (please attach a copy of your authority)

Signature [Box] Date [D][D] / [M][M] / [Y][Y]

It is recommended that you retain a copy of the completed form for your own records.

Step 5. Once complete please send to us

- Send to us: @ contact@netwealth.com.au [Location pin] Netwealth Investments Limited, Reply Paid 336, South Melbourne VIC 3205
For more information: [Computer icon] netwealth.com.au [Mobile icon] 1800 888 223

Terms and conditions

Definitions

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

Advice Fee: a fee agreed by a Client to be paid for financial product advice provided by the Licensee or by the Adviser in their capacity as a representative of the Licensee in relation to the Products.

Adviser: the adviser named in Step 2a or 2b of this Agreement.

Adviser Representative: an adviser who is appointed by a Client to act as the Client's 'adviser representative' in the manner described and on the terms set out in a PDS.

AFSL: an Australian Financial Services Licence issued by the Australian Securities and Investments Commission under the Corporations Act 2001 (Cth).

Agreement: this agreement between the Adviser and Netwealth.

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

Authorised Representative: has the meaning given to it in S761A of the Corporations Act.

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 Product (or has previously invested in or held an account in a Product) and who has nominated the Adviser to Netwealth as their nominated adviser in connection with that Product and who has not subsequently cancelled that nomination.

Indemnified Parties: Netwealth and its officers, employees, contractors and agents.

Licensee: the AFSL licensee named in Step 1 of this Agreement which holds the AFSL under which the Adviser is authorised.

Netwealth, us or we: Netwealth Investments Limited ACN 090 569 109.

Netwealth Platform: a superannuation master fund of which Netwealth is the trustee (such as Netwealth Superannuation Master Fund) or an investor-directed portfolio service (such as the Netwealth Wrap Service).

Personnel: in relation to a person or body means their officers, employees, contractors and agents.

Product Disclosure Statement or PDS: a product disclosure statement, investor directed portfolio service guide or other disclosure document issued from time to time by Netwealth in connection with a Product.

Product: a financial product issued or made available by Netwealth including, without limitation, a superannuation master fund, an investor directed portfolio service or a managed investment scheme.

Terms and Conditions: the terms and conditions set out in this Agreement.

Underlying Disclosure Document: a disclosure document (such as a product disclosure statement or prospectus and including any relevant supplementary product disclosure statement or prospectus) relating to a financial product that a Client may acquire a legal or economic interest in through a Product.

Underlying Product: a financial product that a Client may acquire a legal or economic interest in through a Product.

User: a person nominated by the Adviser as a 'User' in the 'User Nomination Form' to carry out administrative functions under this Agreement.

Website: the Netwealth website at www.netwealth.com.au and related websites and/or other websites used by Netwealth from time to time in connection with the Products.

You: the Adviser. Your and Yourself have corresponding meanings.

Terms and conditions (continued)

Your obligations to Netwealth

You agree with Netwealth to do these things:

- You must act in accordance with this Agreement.
- You must use Your best endeavours to make sure You are authorised to provide financial services on behalf of another person who holds an AFSL that permits the provision of any financial services You provide in connection with the Products and the Underlying Products.
- You must use Your best endeavours to ensure that You and Your Personnel (including any Users nominated by You) comply with all relevant laws, regulatory policies and best industry practices. You must immediately notify Netwealth of any breach of these laws, policies or practices if the breach is in any way relevant to Netwealth. For this purpose and to avoid any doubt, a breach is relevant to Netwealth if the breach could lead to action by a regulatory authority in connection with the Products or any investor in or user of the Products. This is not intended to limit the breaches that may be relevant to Netwealth. All material breaches of any relevant laws, policies or industry practices in connection with the Products or any investor in or user of the Products are likely to be relevant to Netwealth.
- You agree to act consistently with the terms on which Products are issued and/or held by Clients insofar as they are relevant to You, and You agree that You will not knowingly assist or permit anyone (including a Client or potential Client) to breach the terms on which a Product is issued or held.
- You must not deal with the Clients' investments in or use of the Products except as authorised by the Clients and/or in accordance with the Clients' instructions and You warrant to Netwealth that all dealings in connection with Products are authorised by the Clients and/or are in accordance with the Clients' instructions.
- You must use Your best endeavours to make sure all the information You provide to Netwealth is, as far as You are aware after making reasonable enquiries, correct and kept up to date. In particular, You must use Your best endeavours to make sure all forms (including forms from PDSs) are completed (either by You or by the Client) with all required information as accurately and completely as possible. This includes ensuring Your and the Clients' details as recorded by Netwealth are at all times kept up to date.
- You must retain in physical or electronic form the originals of all records in connection with Your Clients' investments in or use of the Products (including copies showing Client signatures) for at least 7 years after the relevant investment is disposed of or You cease to provide services to the Client, whichever occurs first.
- You must, if requested by Netwealth, notify Your Clients of any matter relating to a PDS or the Products that Netwealth considers necessary and/or appropriate (including, if requested by Netwealth, providing Your Clients with copies of documents provided to You by Netwealth). If Netwealth considers that it is a matter of urgency, it may provide the information directly to Your Clients but will notify You if it does this.
- You must at all times maintain the confidentiality of Your Clients' details and comply with all relevant privacy laws and codes.

Netwealth's obligations to You

Netwealth agrees with You to do these things:

- Netwealth will provide You with an electronic interface to Netwealth in relation to Products through the Website. The Website allows You and the Users to complete transactions for Clients over the internet, to receive Client information and to provide such other services as are included on the Website from time to time by Netwealth.
- Netwealth will endeavour to provide access to the Website to You at all times subject only to outages necessary for maintenance or due to circumstances beyond Netwealth's reasonable control, such as software or hardware failure.
- Netwealth will at all times maintain the confidentiality of Your Clients' details and comply with all relevant privacy laws and codes.

Terms and conditions (continued)

Your Clients and disclosure about the Products

You acknowledge and agree that:

- You are responsible for all advice provided to Your Clients in relation to the Products and that, while Netwealth may provide information in relation to the Products, Netwealth does not provide personal advice.
- Netwealth may notify You of changes to a current PDS or Underlying Disclosure Document in writing (or notice by email or other electronic communication) however You will be responsible for ensuring any materials You provide to Your Clients are the current version.
- You must not place an instruction on behalf of a Client to acquire a Product (or an Underlying Product) unless You are reasonably satisfied that:
 - the Client has been given the current PDS for the Product or the Underlying Disclosure Document for the Underlying Product (as relevant); and
 - the acquisition of the Product or the Underlying Product (as relevant) by the Client would not be prohibited by relevant law or regulatory policy; and

You acknowledge that Netwealth may decline to process or continue processing instructions at any time if Netwealth is not reasonably satisfied of either of these things.

- You must use Your best endeavours to ensure that You do not advise a Client to invest in, or place an instruction for a Client to acquire an interest in, a Product if the Client is a person, or acting on behalf of a person, to whom offers or sales of an interest in the Product may not be made under relevant law or under the terms of the relevant PDS.
- Your Clients have the right, if they wish, to change their nominated advisers. If they do, Netwealth can from then on deal with the new advisers and will have no further obligations to You in respect of those Clients.

Netwealth acknowledges that:

- You do not issue and are not responsible for the PDSs.
- It is Netwealth's responsibility to make available to You (such as by placing on the Website) any necessary updates or corrections to PDSs.
- Any information given by You to Netwealth in respect of Your Clients will be kept confidential by Netwealth and Netwealth will not pass this information to any other party without Your Client's consent or unless Netwealth is permitted or required to disclose by any applicable law or legally binding order of any court, or by a lawful requirement of any government or regulatory department, body, instrumentality, Minister, agency, recognised stock exchange or other authority.

Advice Fees

If a Client directs /authorises Netwealth to pay an Advice Fee:

- You must ensure that the direction/authorisation is accurately communicated to Netwealth.
- You must notify Netwealth if the Client withdraws or varies that direction or authorisation or if that direction or authorisation is no longer valid for any reason.
- You agree to repay or cause to be repaid to Netwealth on behalf of the Client any Advice Fees paid to You or Your Licensee which have not been validly and fully directed/authorised by the Client. This obligation survives termination of this Agreement.
- You are responsible for all agreements with Clients regarding the payment of Advice Fees and for all disclosures to Clients about the Advice Fees.

Your responsibilities as Your Client's Adviser Representative

Where you are appointed by a Client as their Adviser Representative, You must diligently perform all tasks that you are required to perform under the terms of that appointment and You must at all times act within the terms of that appointment. In particular, You must ensure that, before an Underlying Product is acquired on behalf of or at the direction of a Client, the Client is given each Underlying Disclosure Document that would have been required to be given to the Client had the Underlying Product been offered to the Client directly. Wherever you give directions to Netwealth to acquire an Underlying Product on behalf of a Client, you represent to Netwealth that you have given the relevant Underlying Disclosure Document to the Client and You agree that Netwealth may rely on that representation when acquiring the Underlying Product.

Terms and conditions (continued)

Offer to act as agent to receive documents in connection with assets held through the Managed Account

You agree that, wherever a Client applies to access the Managed Account through a Netwealth Platform and has appointed You as their Adviser Representative, You offer to act as the Client's agent to receive on their behalf any documents relating to any of the assets acquired or held in the Client's managed account (as described in the relevant PDS for the Netwealth Managed Account). You authorise Netwealth to communicate to the Client this offer by You to act as their agent. The communication may be made by Netwealth via the relevant PDS for the Netwealth Managed Account. Where a document You receive as agent for a Client is an Underlying Disclosure Document, You represent to Netwealth that You will give that Underlying Disclosure Document to the Client before the Underlying Product is acquired and You agree that Netwealth may rely on that representation when acquiring the Underlying Product. You acknowledge that your appointment as a Client's agent does not limit Netwealth's right to send documents directly to the Client.

Users

You may nominate Users with Netwealth by completing a 'User Nomination Form' and those Users will have online access to Your Client's accounts to carry out certain administrative functions.

- You must only nominate Users who are Your officers or employees unless otherwise agreed in writing by Netwealth.
- You must ensure that, where required, the Users have appropriate authorisation under an AFSL (which may include being an Authorised Representative of an AFSL holder) to provide financial services.
- You must procure Your Users to act in accordance with this Agreement.
- You must notify Netwealth if you become aware that a User has breached this Agreement.
- You remain responsible for all actions taken by any Users nominated by You in relation to Your Clients and the Products whether that action is authorised by You or not and, for the purposes of this Agreement, their acts will be taken to have been done by You.
- You must notify Netwealth immediately if a User ceases to be entitled to be registered as a User and You must notify Netwealth immediately if any of Your Users cease to be Your officer or employee.
- You can terminate the registration of a User at any time. If You do so, You must notify Netwealth in writing as soon as possible and the termination takes effect upon receipt of that notification by Netwealth.
- Netwealth can terminate the registration of a User at any time. If it does so, it must notify You in writing as soon as possible and in any case within 10 Business Days of termination.

The Website

- You must comply with the Website terms and conditions of use (as published from time to time on the Website) and You must procure the Users to comply with those terms and conditions.
- You remain responsible for all actions taken by the Users or any person that obtains access to the Website using a password that has been issued to You or the Users whether that action is authorised by You or not and, for the purposes of this Agreement, their acts will be taken to have been done by You.
- You must tell Netwealth as soon as reasonably practicable if it comes to Your attention that a password issued to You or a User is lost or You know or suspect someone else has or may have had access to a password.
- You must not, and You must ensure that the Users or Your Personnel do not, disclose the secure pages of the Website (or the content of those pages) to any person.
- You are responsible for all hardware and software that You use to access the Website and all modifications to it at Your cost (even if required due to the way in which Netwealth provides access to the Website).
- Netwealth may suspend access to the Website or cancel the ability to transact using the Website at any time without notice. Netwealth is not liable in respect of any loss or damage in connection with such suspensions or cancellations.
- Netwealth may delegate or subcontract to another party any part of its obligations in respect of the use and operation of the Website.

Terms and conditions (continued)

Indemnity and Release

To the maximum extent permitted by law:

- You agree to indemnify the Indemnified Parties against any claims, liabilities, expenses, losses, penalties or costs (including legal costs on a full indemnity basis) suffered or incurred by any Indemnified Party arising out of or in connection with Your or Your Personnel's breach of this Agreement or Your or Your Personnel's conduct in relation to the Clients, the Products or the Website except where and to the extent caused by the negligence, misconduct or default of one or more of the relevant Indemnified Parties. This indemnity is a continuing obligation independent of the other Terms and Conditions. It continues after You cease to provide services in connection with the Products and/or use the Website and it is not necessary for any Indemnified Party to incur any expense before acting to enforce this indemnity.
- You agree that no claim may be made against any Indemnified Party and You unconditionally and irrevocably release and discharge all of the Indemnified Parties against all liabilities that are suffered by You or Your Clients directly or indirectly in connection with the Products and the Website, except where and to the extent caused by the negligence, misconduct or default of the relevant Indemnified Parties.

Other Terms and Conditions

You acknowledge and agree that:

- Communications from Netwealth to You 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 Website and for the purpose of these Terms and Conditions, 'in writing' includes by any form of electronic communication.
- Netwealth may in its absolute discretion require that specified documents or communications be provided in a particular form. For example, Netwealth may require that a hard copy original of a document be provided.
- You cannot assign or novate Your rights or obligations under this Agreement without the prior written consent of Netwealth (which will not be unreasonably withheld).
- Netwealth can terminate this Agreement with immediate effect at any time. If it does so, it must notify You in writing as soon as possible and in any case within 10 Business Days of termination.
- You consent to Netwealth passing on information about You (including, for example, Your name, mailing address and payment details) to related bodies corporate of Netwealth and other service providers for the purpose of establishing and administering the Products and the Website.
- Netwealth may suspend or cancel Your access to the Products or the Website at any time without prior notice but will subsequently notify You if it does this.
- Netwealth may vary this Agreement (including the introduction of new Terms and Conditions). Netwealth may do this at any time but, unless Netwealth considers it is necessary or appropriate for the change to take effect immediately (in which case it must notify You as soon as practical after making the change) Netwealth must give You 30 days' notice in writing before the change takes effect.
- Netwealth may assign its rights under this Agreement without Your consent but must notify You in writing if it does so. You agree to the novation of this Agreement from Netwealth to any person. The novation will take effect on the date specified in a notice from Netwealth.
- This Agreement is governed by the laws in force in Victoria. All parties submit to the non-exclusive jurisdiction of the courts of Victoria.

AML/CTF Requirements

- The terms of this Agreement relating to complying with relevant laws and regulatory practices require You to familiarise Yourself with the AML/CTF Requirements and ensure You comply with the AML/CTF Requirements.
- You acknowledge that You must comply with any applicable guidance notes and other industry guidelines issued from time to time by the Financial Services Council ('FSC') or the Financial Planning Association of Australia ('FPA') including FSC/FPA Industry Guidance Note No. 24 'Managing AML/CTF and FATCA Customer Identification Obligations' and allow Netwealth access, on request, to relevant documentation supporting Your compliance with this Guidance Note.
- You will not knowingly do anything to cause Netwealth to breach the AML/CTF laws and will notify Netwealth as soon as you become aware of any breach.
- Netwealth may require that an audit be performed at any time that Netwealth may reasonably require to confirm that Your practices comply with the AML/CTF Requirements.
- Such audits may be carried out by an independent party acceptable to Netwealth. The cost of such audits shall be discussed and agreed with You prior to the audits being commenced.
- You must remedy any material breach by You of the AML/CTF Requirements disclosed by the audit or otherwise identified immediately.