

# Macquarie Asset Management Dealer group and/or adviser transfer and change of contact details form

**Only applicable for financial advisers and/or dealer groups with clients who are Macquarie Asset Management investors**

This form is issued by Macquarie Investment Management Australia Limited (**Macquarie**) ABN 55 092 552 611 AFSL 238321 and Macquarie Specialist Investment Management Limited (**Macquarie**) ABN 84 086 438 995 AFSL 229916, in each case for those Funds for which they act as Responsible Entity or Trustee.

## Guide to completing this form

Use this form to...	Section
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Create adviser profile <i>if you are new to Macquarie Asset Management</i>	3 and 7
Update adviser contact details	4 and 7
Request online portal access	4, 6 and 7
Update dealer group contact details	5 and 7

- Return the completed form by email or mail.
- Refer to page 7 for the signatory requirements for completing this form.

# 1

## Transfer clients to a new dealer group

- ☐ Submit a letter signed by the client authorising the new adviser on their account (refer to 'Template 1')
- OR**
- ☐ Submit a letter signed by an authorised signatory of the previous dealer group to authorise the release of clients (refer to 'Template 2' on the last page for example),
- AND**
- ☐ Complete Sections 3 and 7.



**The dealer group must have appropriate policies, procedures, arrangements and controls in place to ensure compliance with Design and Distribution Obligations, and ASIC Regulatory Guide 274 including, but not limited to:**

1. that the distribution of our Funds will be consistent with the relevant Target Market Determination, and
2. that you will be able to report relevant complaints, significant dealings and any other information within the timeframe stipulated in the relevant Target Market Determination.

To contact Macquarie Asset Management Client Service, call **1800 814 523** or **61 2 8245 4900** or email **mam.clientservice@macquarie.com**.

You can also write to us at **PO Box R1723, Royal Exchange, NSW 1225 Australia**.

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## Transfer clients within the same dealer group

☐ Submit a letter signed by the client authorising the new adviser on their account (refer to 'Template 1')

**OR**

☐ Submit a letter signed by an authorised signatory of the dealer group to authorise the transfer of clients between the advisers (refer to 'Template 3' on the last page for example),

**AND**

☐ Complete Sections 3 and 7.

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## Create new adviser profile

### 3.1 / Adviser

Title  Date of birth (DD/MM/YYYY)  /  /

Full given name(s)

Surname

Authorised representative number

#### Postal address

Street name and number

Suburb  State  Postcode

Email address

Work phone number  Mobile phone number

### 3.2 / Company

Name

ABN

AFSL

☐ Cross this box if the company address and contact details are the same as in Section 3.1. If different, please complete below.

#### Postal address

Street name and number

Suburb  State  Postcode

Email address

Work phone number  Mobile phone number

### 3.3 / Dealer group

☐ Cross this box if the dealer group name, ABN, AFSL, company address and contact details are the same as in Section 3.2. If different, please complete below.

Name

ABN

AFSL

## Create new adviser profile (continued)

<b>Postal address</b>			
Street name and number	<input type="text"/>		
Suburb	<input type="text"/>	State	<input type="text"/>
Email address	<input type="text"/>		
Work phone number	<input type="text"/>	Mobile phone number	<input type="text"/>

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## Update adviser contact details

<b>Please complete below.</b>			
Full given name(s)	<input type="text"/>		
Surname	<input type="text"/>		
Authorised representative number	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>What details would you like to update? Please only complete the details below that are required to be updated.</b>			
<b>Postal address</b>			
Street name and number	<input type="text"/>		
Suburb	<input type="text"/>	State	<input type="text"/>
Email address	<input type="text"/>		
Work phone number	<input type="text"/>	Mobile phone number	<input type="text"/>

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## Update dealer group details

<b>Please complete below.</b>			
Name	<input type="text"/>		
ABN	<input type="text"/>	<input type="text"/>	<input type="text"/>
AFSL	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>What details would you like to update? Please only complete the details below that are required to be updated.</b>			
<b>Postal address</b>			
Street name and number	<input type="text"/>		
Suburb	<input type="text"/>	State	<input type="text"/>
Email address	<input type="text"/>		
Work phone number	<input type="text"/>	Mobile phone number	<input type="text"/>

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## Request online portal access

### Macquarie Managed Funds online portal (Portal)

- ☐ Tick this box if you would like to request access to view investment account information for your clients. Please note to be granted access this view only access to your clients' accounts, we will need evidence of authority signed by your client.

Please ensure that you provide your mobile number and email address above as the Portal username and password will be sent separately using those details.

- ☐ Tick this box if you would only like your mobile number to be used for the purposes of registering for the portal. If not ticked, we will update your contact number to this mobile number and you may be contacted by us on this number.

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## Acknowledgement and authorisation

By signing below, I/we acknowledge my/our agreement, understanding and confirmation on behalf of myself/ourselves, the dealer group and/or licensee company noted above (and thereby represent and warrant that I/we have the authority to do so) that:

- I/we and any employee, agent, representative, sub-contractor or officer of the above dealer group and/or licensee company that distributes products issued or offered by Macquarie and its related bodies corporate (**Macquarie Group**), or refers clients to a member of the Macquarie Group (collectively, the **Distributor**), is not authorised to provide financial products and services to clients on behalf of a member of the Macquarie Group. Nothing in this document shall be construed to authorise or empower the dealer group to act as agent for Macquarie.
- distributors of products issued or offered by a member of the Macquarie Group (including the Distributor), and any of their authorised representatives, representatives, employees and agents DO NOT have authority to enter into contracts or relationships on behalf of a member of the Macquarie Group, and should not give or purport to give financial product advice to any person on behalf of a member of the Macquarie Group
- any financial product advice that is given by any Distributor to any person in relation to any products issued or offered by a member of the Macquarie Group is given pursuant to the relationship between the Distributor and that client or person and is not given on behalf of a member of the Macquarie Group,
- it is my/our responsibility to ensure that all of my/our engaged employees, agents, independent contractors, or approved sub-agents who deal with potential clients are aware of and understand this Section 6 (Acknowledgement and authorisation), and to ensure that if I/we provide financial services that require me/us to hold an Australian Financial Services Licence (**AFSL**) or other authorisation, then I/we have the appropriate arrangements in place
- it is my/our responsibility to ensure that I/we comply with the requirements of the financial services law, including, without limitation, the Corporations Act 2001 (**Corporations Act**), the Australian Securities and Investments Commission Act 2001 (**ASIC Act**) and policy of the Australian Securities and Investments Commission (**ASIC**), including, without limitation:
  - i. all AFSL licensee requirements
  - ii. all relevant disclosure and conduct obligations, and
  - iii. the best interest obligations and restrictions on conflicted remuneration
- the Distributor is appropriately authorised and licensed under the Corporations Act to provide the financial services related to the distribution of products issued or offered by a member of the Macquarie Group
- I/we are aware of and understand the requirements under the Design and Distribution Obligations (**DDO**) as described in Part 7.8A of the Corporations Act and ASIC Regulatory Guide RG 274, including, but not limited to:
  - processes to identify significant dealing and/or sales outside of the relevant Target Market Determination
  - processes for capturing complaints, and
  - reporting to issuers
 and it is my/our responsibility to ensure that I/we comply with DDO
- I/we will promptly notify Macquarie in writing if:
  - i. my/our AFSL or my/our authorisation under an AFSL is or threatened to be suspended or cancelled
  - ii. ASIC notifies me/us of a suspected or actual breach of my/our AFSL, the Corporations Act or ASIC Act, or
  - iii. I/we become aware of a suspected or actual breach of any of my/our obligations under my/our AFSL, the Corporations Act or ASIC Act, and
- any tools and resources provided to us by a member of the Macquarie Group are provided for general information purposes and as guides only and the issuer of the Macquarie Group product takes no responsibility for my/our use of such tools and resources (except to the extent of any liability directly caused by Macquarie Group's negligence, wilful default or fraud in preparing such tools and resources). No member of the Macquarie Group makes representations on whether the information contained in the tools and resources are appropriate for use by the Distributor or that they comply with any relevant legislation. I/We acknowledge that the use of the tools and resources are my/our sole responsibility
- I/We have developed policies, processes, and procedures to meet the obligations contained within Part 2 and Part 10 of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)
- I/We will make available to Macquarie, on request, original verification, and identification records in respect of the applicant within seven Business Days upon request.

### General Terms of Use – Portal

Your use of the Portal is subject to the following terms of use (**Portal Terms and Conditions**) and any specific terms and conditions that apply to services that you may access using the Portal. Macquarie makes no representation or warranty regarding the completion or accuracy of the information on or accessible through the Portal.

By using the Portal:

- a. you acknowledge that you have read and agree to be bound by the Portal Terms and Conditions, and
- b. where there is more than one person who has access to the Portal (**Authorised Person**), you acknowledge that the Authorised Person has read and agrees to be bound by these Portal Terms and Conditions.

You, or the Authorised Person, may use the Portal only if you agree to all the Portal Terms and Conditions.

## Acknowledgement and authorisation (continued)

### 1. General

#### Definitions

The following definitions apply to these terms and conditions.

**‘Account’** means an account representing an Investor’s investment in a fund issued by a member of the public markets businesses of Macquarie Asset Management of the Macquarie Group.

**‘Investor’** means an Investor in a fund issued by a member of the public markets businesses of Macquarie Asset Management of the Macquarie Group.

**‘Macquarie Group’** refers to Macquarie Group Limited ABN 94 122 169 279 and its subsidiaries.

**‘Macquarie Managed Funds online portal (Portal)’** means the electronic service whereby you are able to access information related to, and transact on, an Account.

**‘Password’** means a series of characters which are issued by us or selected by you to secure access to the Portal. This includes any other form of security measures used for securing communications between parties, authenticating a person or restricting access to a service including public key infrastructure.

**‘Portal Terms and Conditions’** means these terms and conditions, as amended from time to time.

**‘We, us or our’** refers to the member of the Macquarie Group that is the issuer of the fund that is the subject of the Account and any other relevant member of the Macquarie Group.

**‘You’** means the Investor or any person authorised by the Investor to have access to the Account.

### 2. Access to the Portal

2.1 You accept these Portal Terms and Conditions each time the Macquarie Managed Funds Portal is used in conjunction with your Password. These Portal Terms and Conditions apply in addition to any other terms and conditions that may govern your use of the Portal. In the event of any inconsistency between these Portal Terms and Conditions and any other terms and conditions that may apply, these Portal Terms and Conditions prevail to the extent of such inconsistency.

2.2 You agree:

- a. to use the Portal only as permitted by us and for a legitimate purpose
- b. not to interfere with or damage (or attempt to interfere with or damage) any code, data or software associated with the Portal
- c. all rights including intellectual property rights in the Portal, the data and the information contained in the Portal are, as between you and us, owned by us
- d. you will not contest our right to the intellectual property rights in the Portal or the data and you agree not to do anything to compromise those rights. You accept full responsibility and you indemnify us for any expense, loss or liability incurred as a result of any unauthorised use by you of such things
- e. to your use of the Portal being monitored (whether by the use of cookies or otherwise) and any resultant information being used, stored and disclosed for our internal purposes or in accordance with applicable custom, law and regulation. Additionally, such information may be transferred to any of our overseas offices or to third parties (including any service provider who may provide the Portal service on our behalf to you) to process the information on our behalf.
- f. to keep confidential and secure any information or data obtained at any time by using the Portal, and
- g. to keep each Password secure and not permit any other person to use any Password or other security measure provided by us to you.

- 2.3 You must notify us promptly upon becoming aware of, or suspecting:
  - a. that any person, other than you, knows or may use your Password or security measure
  - b. any unauthorised activity (including unauthorised changes to Investor or Account details or unauthorised transactions relating to your Account)
  - c. any loss, theft or misuse of a Password or security measure, or
  - d. any other breach of security.

2.4 We and our respective directors, officers and employees are entitled to assume that any access and operation of the Portal through, or following quotation of, a Password has been made by you, regardless of the true identity of the person accessing and operating the Portal (unless we are actually aware that, or have reasonable grounds to suspect that, such access and operation is unauthorised) and you unconditionally and irrevocably assume full responsibility for all acts or omissions of any person using a Password, including any partial redemptions from an Account instructed by a person using a Password.

2.5 Your ability to access the Portal depends on the continued operation of, among other things, the Portal, your internet connection and your personal computer or other electronic device. A fault, delay or failure of any of these things could result in delay or failure to access the Portal. We are not responsible for any liability incurred in connection with any fault, delay or failure to the Portal or any related infrastructure, including any failure by you to transact via the Portal (except to the extent that such fault, delay or failure is directly caused by our negligence or wilful default).

2.6 To the maximum extent permitted by law, we make no warranty, express or implied, to you concerning the Portal. In particular, and without limiting the foregoing, we do not warrant:

- a. the correctness, accuracy, reliability or completeness of any information which you may obtain through the Portal
- b. the merchantability, or fitness for a particular purpose of the Portal any associated systems, or any information contained in or any transactions requested through the Portal
- c. the quality or timeliness of the Portal, any associated systems, or any information contained in or any transactions requested through the Portal
- d. the continued availability or uninterrupted access to the Portal or any of its functions, or
- e. that the Portal will be free of viruses, bugs, trojans or any other harmful coding.

2.7 In addition to any other undertakings, acknowledgements and representations given under any other agreement with us:

- a. you undertake to ensure that your use of the Portal complies with all applicable laws, rules, regulations, practices of exchanges and relevant associations, any agreements with us, and any of our policies which are brought to your attention from time to time
- b. you acknowledge and agree that:
  - i. the Portal is provided ‘as is’ and is not tailored to your circumstances
  - ii. the Portal does not serve as the basis for your investment decisions and, other than our fiduciary obligations as responsible entity of the fund that is the subject of the Account, we do not, in providing the Portal to you, act as an adviser or fiduciary for you, and
  - iii. we are not responsible for any liability arising in connection with unauthorised access, inaccuracy or incompleteness of any information accessed through or any unauthorised amendments or transactions requested through the Portal (except to the extent

## Acknowledgement and authorisation (continued)

- directly caused by our negligence or wilful default), and
- c. you represent and warrant that:
- the Investor's details as set out in the Portal are complete, true and accurate and any amendments to those contact details are properly authorised by the Investor
  - any transactions relating to the Account that are requested through the Portal are properly authorised by the Investor (unless we are actually aware that, or have reasonable grounds to suspect that, the transaction is unauthorised)
  - you have all the rights, authorities, licences and consents to use the Portal, and
  - you will not sell, lease or provide the Portal or any information contained in it to any third party, either directly or indirectly, except as permitted by this Clause 2.

2.8 In addition to any other indemnities given by you under any other agreement with us, you indemnify and agree to keep us and our respective directors, officers and employees indemnified in full from and against all actions, suits, claims, demands, losses, liabilities, damages, costs, expenses and taxes which may have been, or may be, made or brought against, or suffered or incurred by, us directly or indirectly arising out of, or in connection with, any matters resulting from:

- your use of the Portal
- your breach of these Portal Terms and Conditions
- unauthorised access of the Portal by any person, or
- unauthorised transactions requested through the Portal, except to the extent directly caused by our negligence or wilful default.

2.9 To the maximum extent permitted by law, we are not liable to you or any other person claiming through you in contract, tort, under statute or otherwise for any loss of profit, revenue or anticipated savings, loss of business opportunity or goodwill, loss of data or recreation of lost data (other than as expressly provided), aggregated or exemplary damages, indirect, special or consequential loss whatsoever arising in relation to:

- the exercise or attempted exercise of our rights, powers or remedies under these Portal Terms and Conditions
- any failure by us to exercise any rights, powers or remedies under these Portal Terms and Conditions
- the Portal (including any systems malfunction or failure, unavailability of service, error in programming or error in or omission from information provided by the Portal)
- unauthorised access, inaccuracy or incompleteness of any information accessed through the Portal
- unauthorised transactions requested through the Portal, or
- any other event or circumstance beyond our reasonable control,

except to the extent directly caused by our negligence or wilful default.

2.10 Notwithstanding any other provision of these Portal Terms and Conditions, to the maximum extent permitted by law, our liability to you in respect of all claims, demands, actions or proceedings in contract, tort (including negligence), under statute or otherwise in relation to the Portal or this Clause 2 is limited to the fees paid by you to us in respect of the Investor's Account.

2.11 For our protection and your protection, we may suspend any use of the Portal if:

- we have reasonable grounds to suspect that the confidentiality of any Password or security measure has been compromised or an unauthorised transaction has been requested
- you are in breach of any of your obligations under the Portal Terms and Conditions, or
- we determine that it is necessary to otherwise protect our interests.

2.12 In addition, we reserve the right to alter the nature, composition and/or availability of the Portal.

### 3. Termination

3.1 Either party may, upon reasonable prior written notice to the other party, terminate use of the Portal and these Portal Terms and Conditions (without giving reasons), with such termination to be effective upon expiration of the notice period.

3.2 If Clause 3.1 applies:

- any indemnity granted by you
- the representations and warranties given by you, and
- any exclusion of our liability, under these Portal Terms and Conditions will continue to have full force and effect.

Notwithstanding termination of the use of the Portal and these Portal Terms and Conditions, any accrued rights and obligations of each party up to the effective date of termination continues to have full force and effect after the effective date of termination.

This Clause 3 operates in addition to any other rights or remedies conferred on us by any other agreement with us or by law.

### 4. Assignment

4.1 You must not assign, novate or otherwise transfer the benefit of these Portal Terms and Conditions or the Portal, or any of its respective rights, remedies, powers, duties or obligations under any of the foregoing, without our prior written consent.

4.2 We may, without reference to you, assign, novate or transfer in all or any part of, these Portal Terms and Conditions, the Portal and any of its rights, remedies, powers, duties and obligations under any of the foregoing.

### 5. Variation

5.1 We may vary the terms of these Portal Terms and Conditions in our absolute discretion. We will provide you with reasonable prior written notice of any amendment to these Portal Terms and Conditions and any such variation or amendment will be effective upon expiration of the notice period.

### 6. Severability

6.1 Any part of these Portal Terms and Conditions which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability, without invalidating the remaining parts of these Portal Terms and Conditions.

### 7. Governing law

7.1 These Portal Terms and Conditions are governed by, and shall be construed in accordance with, the laws of New South Wales.



## Signatory requirements for completing this form

Please refer below for the signatory requirements dependent on the usage of this form.

Change type	Adviser	Dealer group director(s) or Company Secretary
Transfer clients to a new dealer group		✓✓
Transfer clients within the same dealer group	✓	
Create adviser profile	✓	
Update adviser contact details	✓	
Update dealer group contact details		✓✓
Transfer client to new adviser and new dealer group	✓	✓✓*

\* Only required if the dealer group is not already setup with Macquarie Asset Management or if you are updating the dealer group contact details.

### Authorisation 1

Signature

Date  /  /

Name

Capacity to sign ☐ Director of the dealer group  
☐ Company Secretary of the dealer group  
☐ Financial adviser related to this request

### Authorisation 2

Signature

Date  /  /

Name

Capacity to sign ☐ Director of the dealer group  
☐ Company Secretary of the dealer group  
☐ Financial adviser related to this request

### Authorisation 3

Signature

Date  /  /

Name

Capacity to sign ☐ Director of the dealer group  
☐ Company Secretary of the dealer group  
☐ Financial adviser related to this request

# Template 1 – Client Authorisation

**Client authorisation to transfer account**  
Macquarie Asset Management Processing:

I, [Insert client name] authorise the transfer of account number(s) [XXXXXX], to [<<insert nominated adviser name>>] at [insert new dealer group name].

Signed by

[Print name]  
[insert date]



## Template 2 – Dealer group release of investors

*To be completed on letterhead of previous dealer group*

### Dealer group release of investors

Macquarie Asset Management Processing:

[Insert dealer group name] authorises the release of [all/or please specify clients under <<insert previous adviser name>>] to [insert nominated adviser name] at [insert new dealer group name].

Signed by

[Print name]

[Print job title]

Authorised Representative

[insert previous dealer group name]

[insert date]

**Template 3 – Transfer of clients within the same dealer group**  
*To be completed on letterhead of dealer group*

**Transfer of clients within the same dealer group**

Macquarie Asset Management Processing:

[Insert dealer group name] authorises the transfer of [all clients/or please specify clients under <<insert adviser name>>] to [insert nominated adviser name].

Signed by

[Print name]

[Print job title]

Authorised Representative

[insert previous dealer group name]

[insert date]