

# Macquarie Managed Accounts Model Manager Portal: registration

Macquarie Investment Services Limited ABN 73 071 745 401 AFSL 237495



**Use this form to register your company with access to the Model Manager Portal.**

Once you have registered your company please use the Model Manager Portal: Staff access form to register your staff with access.

## Updating information

This form can also be used to update the information we hold for your business.

**Macquarie may accept an original, or emailed copy of the completed form.**

Please send this form to **Macquarie Wrap, GPO Box 4045, Sydney NSW 2001**, or email to **wrapsolutions@macquarie.com**

1

## Investment manager information

**All fields are mandatory.**

New registration OR  Updating a registration

Business name:

Contact name:

Contact number:

Email:

ABN/ACN:

**Business address (note: cannot be a PO Box)**

Street name and number:

Suburb:

State:  Postcode:  Country:

2

## Declaration and signature

### Investment Manager Authorised Persons

Must be signed by Authorised Persons as listed in the Sub-Advisory agreement.

By signing this form you have read and agree to be bound by the representations and warranties you have made in this form as well as the below terms and conditions applying to this application for registration with Macquarie Manager Portal.

#### Signature of Individual 1

Date:  /  /  Title:

Name:

#### Signature of Individual 2

Date:  /  /  Title:

Name:

## 3

## Terms and conditions for Model Manager Portal

### General

1. The Company wishes to be registered for the purpose of using the Macquarie Model Manager Portal (**Manager Portal**).
2. On acceptance of the Macquarie Managed Accounts Model Manager Portal registration form (**Registration Form**), Macquarie agrees to register the Company for the Manager Portal. The Company's right to use the Manager Portal is personal to the Company, and cannot be assigned or transferred without Macquarie's written consent.
3. The Company and each of its Representatives (including employees and support staff) is taken to accept these terms and conditions each time they access the Manager Portal.
4. Macquarie agrees to operate the Manager Portal in accordance with Applicable Laws.
5. Macquarie is not responsible for the actions of the Company acting either within or outside of its legal authority.
6. Macquarie will exercise any discretion within these terms and conditions reasonably.

### Security and privacy

7. On behalf of itself and its Representatives, the Company must:
  - a) if and to the extent applicable comply with Applicable Laws in relation to any dealing in or advising on the Macquarie Products
  - b) keep secure any Macquarie IDs by employing appropriate physical security measures and by using appropriate technology security systems (eg fire walls and anti-virus, anti-spyware software), keeping those security systems up to date, running detection programs at regular intervals
  - c) comply with any security instructions issued by Macquarie in relation to the Macquarie IDs
  - d) not interfere with or damage (or attempt to interfere with or damage) any code, data or software associated with the Manager Portal
  - e) comply with its obligations under the Privacy Act 1988 with regard to any information or other data stored on or obtained via the Manager Portal and not do anything with the information that will cause Macquarie to breach its obligations under the Privacy Act 1988
  - f) only use or disclose information or other data stored on or obtained via the Manager Portal for the purpose of the Company providing services to Macquarie under the Sub-Advisory Agreement
  - g) restrict access to the Manager Portal to those Representatives for whom access is reasonably necessary to perform their duties
  - h) promptly notify Macquarie if:
    - i) any Representative to whom the Company or Macquarie has issued a Macquarie ID ceases to be a Representative of the Company, in which case the Macquarie ID for that Representative will be delinked from information and accounts associated with the Company, or
    - ii) the Company suspects:
      - A. a breach or misuse of any Macquarie IDs
      - B. any unauthorised access to data whether held physically or via Company systems
      - C. the compromising of any Company system or process (including by spyware or malware), or
      - D. the breach of any of these conditions by the Company or its Representatives, and
    - iii) not copy, assign, pass off the Manager Portal services as those of the Company, seek to reverse engineer the Manager Portal services or otherwise infringe upon the intellectual property rights of Macquarie.

8. Unless Macquarie receives prior notice to the contrary and has not acted unreasonably, Macquarie will be entitled to:
  - a) rely on any instructions it receives through the Manager Portal via the Macquarie IDs issued to the Company or its Representatives, and
  - b) assume that for any transaction/model change effected via the Manager Portal, the Company or Representative has the appropriate authority.
9. The Company warrants that it has adequate IT, security and compliance systems.
10. The Company acknowledges that:
  - a) Macquarie may, in its discretion, but subject to providing reasonable notice, conduct an audit of the Company's systems and controls relating to the security of data and/or require that the Company facilitate an independent review of security measures in place, and
  - b) Macquarie may terminate the relationship with the Company or limit, suspend, cancel or refuse system access where:
    - i) Macquarie believes that there has been unauthorised access to data, or
    - ii) the Company is unwilling or unable to comply with requests by Macquarie as to the efficiency or currency of the Company's compliance, IT or other security systems, and
  - c) notwithstanding the above, the Company remains at all times responsible for its own IT (and other) security measures.

### Availability

11. Macquarie will use reasonable efforts to provide (but does not warrant that it will provide):
  - a) access to the Manager Portal at all reasonable times, and
  - b) reliable data and information, to the extent that it is within its reasonable control.
12. Macquarie takes no responsibility for the reliability of information outside its control.

### Responsibility

13. The Company accepts full responsibility for any expense, loss or liability (howsoever characterised or caused) incurred by Macquarie, the Company or a Client as a result of the misuse of the Manager Portal by the Company or its Representative(s) (both current and former), and for any breach of these terms, including any failure to promptly notify Macquarie of any breach in relation to data security or privacy.

### Exclusions

14. Subject to conditions and warranties implied by legislation, Macquarie excludes:
  - a) any liability whatsoever for consequential or indirect losses, including where such losses arise as a consequence of suspension or revocation of access to the Manager Portal by Macquarie, and
  - b) any liability whatsoever arising from or relating to the Company's use or disclosure of information or other data stored on or obtained via the Manager Portal, where the use or disclosure is for purposes other than the Company providing services to Macquarie under the Sub-Advisory Agreement.

## Terms and conditions for Model Manager Portal (continued)

### Notice of changes to these terms and conditions

15. Macquarie reserves the right to change any of these terms or conditions at any time by updating the terms and conditions on its website. When exercising this right, Macquarie will do so reasonably. Macquarie will use reasonable endeavours to notify you of important changes and when they come into effect.

### Termination

16. The Company's registration, continues until the first to occur of:
- Macquarie revokes the Company's access to the Manager Portal, which it may do at any time, for any reason and at its sole discretion
  - Macquarie receives notice to the effect that the Company no longer requires registration for the Manager Portal, or
  - in the event that the Sub-Advisory Agreement is terminated by either party.
17. For the avoidance of doubt, Macquarie may also suspend or revoke the access of one or more Representatives of the Company by giving notice to that effect.

### Macquarie IDs

18. On acceptance of the Registration Form, Macquarie will setup the Company with access to the Manager Portal, and the Company Representative(s) appointed will be issued with Macquarie IDs. Macquarie IDs are personal to the person set out on the Registration Form, and must not be shared or transferred.
19. Where a Company informs Macquarie that a Representative is leaving the Company, Macquarie will ensure the Macquarie ID registered to that Representative is no longer linked to information associated with the Company.

### Use of technology

20. By accessing the Manager Portal via your mobile device, you do so on the following additional terms of use:
- not all the functionality of the main Manager Portal site is available in the mobile device version of that site (the **Mobile Site**)
  - not all mobile devices operate in the same manner, and accordingly, some of the functionality included in the Mobile Site may not be available on your mobile device
  - the Mobile Site optionally includes a feature which recalls your Macquarie ID, but not your password. For security reasons the first four characters of your Macquarie ID will be masked from view.

### Definitions

- AFSL** means an Australian Financial Services Licence.
- Applicable Laws** means the laws which apply to the issue, distribution and operation of the Macquarie Products by Macquarie and which relate to the arranging of the Macquarie Products, including relevant ASIC policy and laws relating to privacy and to anti-money laundering and counter-terrorism financing.
- Company** means the party seeking to be registered on the Manager Portal.
- Macquarie** means, as the context permits or requires, MBL or MISL.
- Macquarie Products** means various products and services as issued or offered by Macquarie available through the Managed Portal services and which includes the SMA.
- MBL** means Macquarie Bank Limited ABN 46 008 583 542 AFSL 237 502.
- MISL** means Macquarie Investment Services Limited ABN 73 071 745 401 AFSL 237495, the responsible entity of the SMA.
- Macquarie ID** means a unique code allocated to the Company or Company Representative under clause 17, which identifies the Company or the Company Representative and when used in conjunction with a password provides access to the Manager Portal.
- Manager Portal** means the Macquarie Model Manager Portal and any product specific software and systems owned or licensed to Macquarie containing Client/model data, permitting or facilitating reporting, monitoring and Client transactions from remote locations including systems to report, monitor and transact in relation to the Macquarie Products.
- SMA** means the Macquarie Separately Managed Account ARSN 121968143 for which MISL is the Responsible Entity.
- Sub-Advisory Agreement** means the sub-advisory agreement between the Company and MISL under which the Company provides model investment portfolios to MISL as Responsible Entity of the SMA, as amended from time to time.
- We, us, our** means Macquarie.
- You, your, yours** means the Company.

Please ensure this form is signed as instructed above. Retain a copy for your records. If you have any queries about completing this form, please contact us at [managedaccounts@macquarie.com](mailto:managedaccounts@macquarie.com).