

Licensee Registration Form

VENTURA MANAGED ACCOUNT PORTFOLIOS

Thank you for taking the time to complete your Licensee registration.
To ensure your details are set up correctly, please complete each section carefully.

Ventura Managed Account Portfolios
ARSN 601 085 410

Responsible Entity
Ventura Investment Management Limited
Level 9, 10 Bridge St
Sydney NSW 2000

Website: www.venturaFM.com.au



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Check List

To enable your request to be actioned promptly, please ensure you have:

provided a copy of your AFSL with this completed form

read and understood all the terms attached to this form, and

completed all fields marked with an asterisk (*) as they are mandatory, and are required to successfully set up your Licensee registration

retained a copy of the completed form for your records.

Please return your completed form to:

Ventura Investment Management Limited Level 6, 2 Elizabeth Plaza, NORTH SYDNEY NSW 2060

Section 1: Licensee Information

***Licensee name**

***ABN**

AFSL Number

*Phone number

*Fax number

Toll free phone number

Administration email address (for general queries)

Website address

*Licensee business address (PO Box is NOT acceptable)

Suburb

State

Postcode

Country (if not Australia)

Postal address Cross (√) in this box if same as the business address above

*Postal address address (PO Box is NOT acceptable)

Suburb

State

Postcode

Country (if not Australia)

Section 6: Platform Access continued

NOMINATED INDIVIDUAL 2

Print full name

Position title

Email

*Work number

*Fax number

Mobile number

*Business Address (PO Box is NOT acceptable)

Suburb

State

Postcode

Country (if not Australia)

Section 7: Declaration And Signature

LICENSEE AGREEMENT

- the details provided are true and correct
- to be bound by the Licensee Terms of Trade attached, or as amended from time to time
- the copy of Professional Indemnity Insurance Policy is current at the time of providing
- to receive electronic communications where an email address has been provided
- that sole signatories signing on behalf of a company confirm that they are signing as sole director and sole secretary of the company
- as director(s) of the dealer group named in Section 1 of this form, confirm that the Company and all the authorised representatives of the Company are not carrying on and will not carry on an unregistered managed investment scheme, as defined in Section 601ED(4) of the Corporations Act 2001, and
- as director(s) confirm that the receipt of fees and commissions (as specified in any form of disclosure document issued by Ventura of a financial product) will not be paid to an authorised representative of the Company other than for the purposes as described in the relevant disclosure document and otherwise in accordance with the law.

Signature of Secretary/Director Print full name Date

Signature of Director Print full name Date

Licensee Terms of Trade

Introduction

Ventura's Terms are set out below. These Terms govern Ventura's business relationship with the Licensee and should be read carefully. Ventura may vary the Terms upon giving the Licensee at least 14 days written notice, for any reason which may include, as a result of a change in Financial Services Law or otherwise, and will provide the Licensee with a copy of any varied Terms when notice of the variation is given.

1 Engagement

1.1 Services

The Licensee may deal in, promote and provide advice (**Services**) in relation to the Financial Products offered or promoted by Ventura.

1.2 Authorised Representatives

(a) The Licensee may carry out the Services directly or through its licensed and authorised advisers (**Authorised Representatives**).

(b) If the Licensee carries out the Services through Authorised Representatives, any references to the Licensee in these Terms to the extent applicable will also apply to the Authorised Representatives.

(c) The Licensee remains liable for all the Services carried out by Authorised Representatives and must provide to Ventura any information required pursuant to these Terms which relate to Authorised Representatives.

(d) The Licensee must have the appropriate compliance and monitoring systems in place to ensure that Authorised Representatives observe and comply with all the legal requirements relating to the provision of Services.

(e) Ventura has a general discretion to refuse to deal with an Authorised Representative of the Licensee.

1.3 Representatives

(a) The Licensee is responsible for the conduct of its employees, directors, any employees or directors of a related Body Corporate or any other person acting on behalf of the Licensee other than Authorised Representatives (**Representatives**).

(b) Terms 1.2(d) and 1.2(e) above also extends to Licensees and their Representatives.

1.4 Relationship

(a) Nothing in these Terms constitutes or is to be deemed to constitute the Licensee as an employee of, agent of, partner or joint venturer with Ventura.

(b) Nothing in these Terms is to be interpreted as prohibiting or limiting the right of the Licensee to carry out and conduct such other business, employment or undertaking as the Licensee may see fit.

2 Standards

2.1 Financial Services Law

The Licensee must at all times:

(a) hold a current AFSL for the purposes of carrying out the Services.

(b) hold current professional indemnity insurance (**PI**) which complies with Financial Services Law and includes fraud by Representatives and Authorised Representatives.

(c) The Licensee must in carrying out the Services comply with the Financial Services Law, the Licensee's Licence Conditions and the Regulatory Requirements including without limitation, with respect to each Investor, the identification checks as may be required by the AML-CTF Act in relation to the AML-CTF Act.

2.2 Financial product advice

(a) The Licensee is responsible for the accuracy and appropriateness of financial product advice provided to Investors in respect of the Financial Products.

(b) The Licensee is responsible for ensuring all Investors are eligible to acquire Financial Products in light of the Investor's suitability considerations and under all applicable regulations.

2.3 Application forms

(a) The Licensee must ensure all Applications are complete and accurate including without limitation identification of Licensee and/or Authorised Representatives stamps and other information required by the AML-CTF Act.

(b) If the Licensee/Authorised Representative submits documents electronically the Licensee/Authorised Representative must retain the original which must be produced on request by Ventura.

2.4 Negative assurance

The Licensee must not do or omit to do any act matter or thing in carrying out the Services which would damage the reputation of Ventura or Ventura or cause a claim for compensation to be made against Ventura.

2.5 Representations

The Licensee has no authority to make any oral or written representations on behalf of Ventura.

2.6 Industry standards

In carrying out the Services, the Licensee must comply with accepted industry standards.

3 Obligations

3.1 General obligations

The Licensee must:

(a) provide Ventura with a copy of its AFSL its PI renewal certificate of currency on request.

(b) provide to its Authorised Representatives a copy of these Terms on request by the Authorised Representatives.

(c) within 30 days on becoming aware fully inform Ventura about all matters affecting the Licensee's ability to provide the Services, comply with the Terms or any investigations carried out by ASIC.

(d) within 30 days notify Ventura on the appointments of its Authorised Representatives and Representatives who are providing Services in relation to the Financial Product.

(e) within 30 days notify Ventura on the termination of its Authorised Representatives and Representatives who are providing Services in relation to the Financial Product and provide reasons for such termination.

(f) within 30 days notify Ventura if it has ceased to hold an AFSL or its AFSL has been revoked or suspended or otherwise varied in such a way that the Licensee can no longer provide ongoing financial services to Investors and must provide reasons for the same.

(g) within 30 days notify Ventura if the Licensee no longer provides ongoing financial services relating to a Financial Product to Investors.

(h) provide Ventura with up to date information relating to the Licensee's bank accounts for the purposes of remuneration, and contact details.

(i) provide written confirmation by signing the form that the Licensee and its Authorised Representatives are not carrying on an unregistered managed investment scheme and the payment of fees as specified in the Disclosure Document will not be paid to an Authorised Representative other than for the purposes as described in the relevant Disclosure Document.

3.2 Records and privacy

(a) The Licensee must keep complete and up to date records of all Investors who have acquired Financial Products under any Disclosure Document

(b) The records must comply with Financial Services Law, all relevant Regulatory Requirements and Privacy Laws.

(c) The Licensee may only access Investor account information if the Licensee continues to provide ongoing financial services to an Investor and must cease to access such information when the Licensee ceases to provide such financial services to the Investor.

Licensee Terms of Trade continued

(d) Ventura reserves the right to communicate directly with Investors for any purpose including sending out communication material relating to the Financial Product.

3.3 Dispute resolution and compensation arrangements

(a) The Licensee must have appropriate dispute resolution mechanisms in place for Investors.

(b) The Licensee must inform Ventura of any material complaint in relation to Ventura products or services made by an Investor within 5 days of the complaint being made.

(c) The Licensee must put in place necessary compensation arrangements including those prescribed under Financial Services Law to cover claims made by the Investor.

3.4 Information and inspection

(a) Ventura will require information relating to the Licensee's business from time to time and may use this information in assessing the Licensee's initial and ongoing relationship with Ventura.

(b) Ventura may from time to time carry out checks on Representatives and Authorised Representatives including ASIC checks, insolvency and bankruptcy checks for the purposes of assessing the Licensee's initial and ongoing relationship with Ventura.

(c) The Licensee will on written request by Ventura provide details in writing of the Licensee's procedures for, or actual compliance with any regulatory requirements (including compliance with the AML/CTF Act) as it relates to these Terms.

4 Adviser remuneration

(a) The Licensee may receive, in connection with successful Applications lodged with Ventura and bearing the Licensee's stamp, the fees specified as payable to the Licensee in the Disclosure Document for the relevant Financial Product, or such other fees as agreed in writing between the parties from time to time.

(b) The fees will only be payable out of cleared Application monies and subject at all times to any withdrawal or default by the Investor.

(c) Unless specifically agreed otherwise in writing by Ventura, any fees payable to the Licensee are inclusive of GST.

(d) The fees will be paid pursuant to Ventura's current payment practices which can be varied at any time at Ventura's discretion.

(e) Payment will be made by Ventura to the Licensee's account specified in the Form.

(f) The Licensee is responsible for all costs, charges and expenses incurred by it in relation to the distribution of any Disclosure Document and the provision of Services.

(g) Ventura reserves the right to withhold any fees due and payable to the Licensee under the Disclosure Document if Term 9(b) is triggered.

(h) Notwithstanding Term 4(g) above, Ventura reserves the right not to pay fees and to make any adjustments to the fees specified as payable in the Disclosure Documents.

(i) If the Licensee is terminated pursuant to Term 9, the Licensee will not be entitled to any ongoing fees specified in the Disclosure Document.

(j) If a Licensee fails to make a payment to an Authorised Representative, the Authorised Representative is not entitled to make a claim against Ventura for any unpaid fees payable under the Disclosure Document.

(k) The Licensee must notify Ventura of any mistakes made in the Application Forms within 30 days of the Investor account being set up.

(l) If the Licensee has a dispute with Ventura on fees payable under this Term, the dispute must be raised within 90 days of the date the amount is paid or payable. Ventura has the discretion to refuse to pay additional fees if the Licensee does not comply with this Term.

(m) This Term is subject to amendments made to the Financial Services Law relating to fees payable to Licensees.

5 Warranties

The Licensee represents and warrants that:

(a) it has the necessary qualifications, expertise, training, education and resources to carry out the Services; and

(b) it is not in breach of the Licensee's Licence conditions, Financial Services Law or Regulatory Requirements.

6 No assumption of liability and indemnity

(a) Ventura are not responsible for, nor have any liability for the financial services provided by the Licensee and the supervisory function in respect of any financial services provided by the Licensee.

(b) The Licensee agrees to indemnify Ventura and its directors, officers and employees against any loss or costs (including legal costs) which any of them may suffer as a result of the wrongful acts, negligence, willful misconduct, misstatements, fraud, breach of law or any of the Terms including but not limited to any costs incurred or loss arising out of or in connection with any claim made by Investors against Ventura as a result of any incorrect or negligent advice given by the Licensee.

(c) The Licensee agrees to pay amounts due under this indemnity on demand from Ventura

7 Confidentiality

(a) The Licensee may only use Confidential Information if it is necessary to perform its obligations under the Terms.

(b) The Licensee may only disclose Confidential Information to its professional advisers, its Authorised Representatives, Representatives or if required by law.

8 Intellectual property

(a) Ventura remains the owner of all Disclosure Documents and all other documents (**Information**) provided by Ventura to the Licensee.

(b) The Licensee must not amend, reproduce or use the Information in any way other than as permitted pursuant to these Terms or as otherwise authorised by Ventura.

9 Termination

(a) Either party may terminate the arrangement by giving 30 days notice in writing to the other party.

(b) Ventura may also terminate the arrangement immediately if:

(i) an Insolvency Event occurs with respect to the Licensee;

(ii) the Licensee ceases to carry on business;

(iii) the Licensee's AFSL is cancelled, suspended or varied (in a materially adverse way);

(iv) the Licensee:

- breaches a fundamental term of these Terms;

- receives a written notice from Ventura specifying the default and requiring the default to be remedied; and

- continues to be in default for a period of 30 days after receipt of the written notice;

(v) the Licensee no longer provides ongoing financial services relating to the Financial Product to the Investor.

10 Dispute resolution

(a) The parties will use their best endeavours to resolve by mutual negotiation any dispute arising in connection with these Terms.

(b) A party must give written notice (with reasonable particulars of the nature of the dispute) to the other party that a dispute exists. A person nominated by each of the parties must meet as soon as practicable to resolve the dispute within 14 days of the written notice.

(c) Failing agreement between the parties, the parties expressly agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre before having recourse to arbitration or litigation.

(d) Each party shall bear its own costs of resolving the dispute under this Term and the parties shall also bear equally the costs of any third

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party engaged (by the mutual agreement) by the parties in resolving the dispute.

(e) Both parties must continue to perform their obligations under the Terms notwithstanding any action taken under this Term 10.

11 Definitions

In these Terms:

AFSL means an "Australian financial services licence" within the meaning of section 761A of the Corporations Act;

AML-CTF Act means the requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the regulations made there under;

Application means an application to acquire a Financial Product made by an Investor pursuant to an Application Form;

Application Form means an application form attached to or accompanying the Disclosure Document;

ASIC means the Australian Securities and Investments Commission;

Body Corporate means a legal entity which has the power to act, hold property, enter into legal contracts, sue and be sued in their own name including an entity established under common law, statute or registered pursuant to a statute;

Confidential Information means any of the Terms, any information acquired by the Licensee for the purposes of, or under the Terms and any other information belonging to Ventura or Investors;

Corporations Act means Corporations Act 2001;

Licensee means the Licensee as described in the Form;

Licensee's Licence Conditions means the conditions of AFSL held by the Licensee;

Disclosure Document means any form of disclosure document issued by Ventura of a Financial Product;

Financial Product means any financial product offered or promoted by Ventura.

Financial Services Law has the same meaning as the expression "financial services law" has in section 761A of the Corporations Act;

Form means the new Licensee group information request form;

GST has the same meaning as in the GST Act;

GST Act means A New Tax System (Goods and Services Tax) Act 1999;

Insolvency Event means the happening of any of these events:

(a) an application is made to a court for an order that a Body Corporate is wound up;

(b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a Body Corporate, or one of them is appointed, whether or not under an order;

(c) an administrator is appointed in respect of a Body Corporate under part 5.3A of the Corporations Act;

(d) except to reconstruct or amalgamate while solvent on terms approved by the other party, a Body Corporate enters into, or resolves to enter into, a scheme of arrangement or composition with, or assigned for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;

(e) a Body Corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by other party or is otherwise wound up or dissolved.

(f) a Body Corporate is or states that it is unable to pay its debts when they fall due;

(g) a Body Corporate is or makes a statement from which it may be reasonably deduced by the other party that the Body Corporate is, the subject of an event described in section 459C(2) or section 585 of the Corporations Act;

(h) a Body Corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;

(i) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event; or

(j) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

Investor means a person who is offered or issued with an interest in the Financial Product;

Inspector means a person nominated by Ventura;

Privacy Act means:

(a) the Privacy Act 1988 (Cth) and the National Privacy Principles;

(b) any applicable legislation affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data; and

(c) any ancillary rules, guidelines, orders directives, codes or other instruments made or issued under them as amended;

Regulatory Requirements means any requirements of law relating to the Terms and the performance by the Licensee of its duties hereof including without limitation:

(a) the Corporations Act and the regulations there under;

(b) the Australian Securities and Investments Commission Act 2001 and the regulations there under;

(c) any relevant class order or regulatory guide issued by ASIC;

(d) the AML-CTF Act;

(e) the Privacy Act;

(f) any other instruments (with which a reasonably prudent member of the financial services industry would comply), directives, determinations, prudential standards, conditions under any instruments of approval, licences issued by ASIC or other relevant regulatory body in relation to the provision of financial services;

Terms mean any of the terms of trade as set out in this document.