



# Adviser & Licensee Agreement

**i** This form can be used by an Adviser to register for the payment of Advice Fees from a Hostplus account.

Please print clearly using BLOCK LETTERS and black pen only.

Place a cross (X) in the boxes provided, where applicable. If a question does not apply to you, leave it blank.

## 1 ADVISER DETAILS

Title  Mr  Mrs  Miss  Ms  Dr  Other  Please specify

Given name(s)

Surname

Previous name(s)

ASIC Financial Adviser Number  Business phone  Mobile phone

Email address

### Registered business details

Business name

ABN

Business address

Suburb  State  P/C

Postal address

Suburb  State  P/C

## 2 LICENSEE DETAILS

Licensee name

ABN

AFSL No.

Address

Suburb

State

P/C

Contact name

Email address

Business phone

Mobile phone

Bank

Account name

BSB

Account number

Remittance email address

Are Hostplus' products included on the Licensee's Approved Product List?

Yes

No

Research house(s) used

Financial planning software used

## 3 Acceptance by Adviser

I acknowledge and agree that the Terms and Conditions set out on pages 5-7 (together with the Adviser & Licensee Agreement and Key Terms) form a binding agreement between Hostplus, the Licensee and myself.

Signature

Date

Full name (print)

## 4 Acceptance by Licensee

The Licensee acknowledges and agrees that the Terms and Conditions set out on pages 5-7 (together with the Adviser & Licensee Agreement and Key Terms) form a binding agreement between Hostplus, the Licensee and the Adviser.

Signature

Date

Full name (print)

Title (print)

## 5 Acceptance by Hostplus

Hostplus acknowledges and agrees that the Terms and Conditions (together with the Adviser & Licensee Agreement and Key Terms) form a binding agreement between Hostplus, the Licensee and the Adviser.

Signature

Date

Full name (print)

Title (print)



### Checklist

Before submitting this application, please check that you have completed each section listed below.

- Section 1 – Adviser details.
- Section 2 – Licensee details.
- Section 3 – Acceptance by Adviser.
- Section 4 – Acceptance by Licensee.

### Key terms

<b>Advice Document</b>	means a written document that outlines the personal advice provided to a Member in the form of a Statement of Advice ( <b>SoA</b> ) or Record of Advice ( <b>RoA</b> ).
<b>Advice Fee</b>	means the fee charged by the Adviser to the Member for the provision of Authorised Services in relation to the Member's interest in Hostplus.
<b>Advice Fee Cap</b>	means the maximum Advice Fee payable in any financial year for the provision of Authorised Services in relation to the Member's interest in Hostplus, as published on the Hostplus Adviser Website.
<b>Adviser</b>	means the individual whose name appears in Section 1 of the Adviser and Licensee Agreement.
<b>Adviser Authority</b>	means the authority granted by the Licensee to the Adviser to provide Financial Services on behalf of the Licensee as an Authorised Representative.
<b>Adviser Online</b>	means the Hostplus online portal providing the Adviser with the ability to view a Member's Superannuation Information on the Member's behalf.
<b>AFSL</b>	has the meaning given to "Australian financial services licence" under the <i>Corporations Act 2001</i> (Cth).
<b>ASIC</b>	means Australian Securities and Investment Commission.
<b>Appropriate</b>	in relation to a Target Market Determination means if the Target Market Determination satisfies the requirements of section 994B(8) of the <i>Corporations Act 2001</i> (Cth).
<b>Authorised Representative</b>	has the meaning given to it in part 7.6 of the <i>Corporations Act 2001</i> (Cth).
<b>Authorised Services</b>	means the Financial Services specified in the Adviser Authority.
<b>Best Interests</b>	has the same meaning as defined in part 7.7A of the <i>Corporations Act 2001</i> (Cth).
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in Victoria.
<b>Checklist</b>	means the checklist on page 3 of this agreement.
<b>Commencement Date</b>	means the date that Hostplus signs this agreement on page 3.
<b>Eligible Data Breach</b>	means any unauthorised access to, unauthorised disclosure of, or loss of, personal information of a Hostplus member who is in receipt of advice from an Adviser disclosed by the Licensee and/or Adviser, and includes an "eligible data breach" or similar expressions as may be defined in the Privacy Act 1988 (Cth) from time to time.
<b>Financial Service</b>	has the meaning given to it in Part 7.1 of the <i>Corporations Act 2001</i> (Cth).
<b>Hostplus</b>	means Host-Plus Pty Limited ABN 79 008 634 704 as trustee for the Hostplus Superannuation Fund 68 657 495 890.
<b>Licensee</b>	means the licensee whose name appears in Section 2 of the Adviser and Licensee Agreement.

## Key terms

<b>Member</b>	means a person who is a member of Hostplus.
<b>Member Authorisation</b>	means, with respect to a Member and an Adviser, authorisation from the Member (in a form satisfactory to Hostplus) to release the Member's Superannuation Information to the Adviser.
<b>Minimum Account Balance</b>	means the minimum funds that must be available in a Member's Hostplus account after the Advice Fee is deducted, as determined by Hostplus from time to time.
<b>Payment Authority</b>	means, with respect to an Advice Fee and a Member, authorisation from the Member (in a form satisfactory to Hostplus) to deduct the Advice Fee from the Member's Hostplus account and pay that amount to the Licensee.
<b>Product</b>	has the meaning given by section 994AA(1) of the <i>Corporations Act 2001</i> (Cth).
<b>Product Design and Distribution Obligations</b>	means the obligations contained in Part 7.8A of the <i>Corporations Act 2001</i> (Cth).
<b>Records</b>	means all documents and records relating to the provision of the Authorised Services to a Member, whether stored in hard copy, electronically or otherwise.
<b>Relevant Laws</b>	means: <ul style="list-style-type: none"> <li>• any law applicable to the Licensee or Adviser or the authority under which the Licensee or Adviser acts or purports to act;</li> <li>• The Financial Planner and Advisers Code of Ethics 2019; and</li> <li>• relevant ASIC Policy Statements and Guides.</li> </ul>
<b>Representative</b>	has the meaning given to it in Part 7.6 of the <i>Corporations Act 2001</i> (Cth).
<b>Retail Product Distribution Conduct</b>	has the meaning given by section 994A(1) of the <i>Corporations Act 2001</i> (Cth).
<b>Superannuation Information</b>	means information with respect to a Member's account with Hostplus. This includes, but is not limited to: <ul style="list-style-type: none"> <li>• the Member's Hostplus account balances;</li> <li>• the asset classes and investment options in which the Member's funds are invested at Hostplus;</li> <li>• the contributions made to the Member's Hostplus accounts;</li> <li>• the Member's preserved, restricted non-preserved and unrestricted non-preserved benefits; and</li> <li>• the Member's death, total and permanent disablement and income protection insurance cover (insured benefit and premiums).</li> </ul>
<b>Support Staff Member</b>	means an employee of the Adviser or their business who is not an Authorised Representative of the Licensee or any other licensee.
<b>Target Market Determination</b>	has the meaning given by section 994A(1) of the <i>Corporations Act 2001</i> (Cth).
<b>Terms and Conditions</b>	means the Key Terms and the terms and conditions on pages 5, 6 and 7.

**THIS AGREEMENT** is made on the Commencement Date **BETWEEN** Hostplus, the Adviser and the Licensee.

### 1. INTERPRETATION

In this agreement, unless the context clearly indicates otherwise:

- 1.1. capitalised terms have the meaning given to them on pages 3-4;
- 1.2. a word that is derived from a defined word has a corresponding meaning;
- 1.3. a reference to this agreement or another document means this agreement or that other document and any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- 1.4. a reference to any legislation or any provision of any legislation includes:
  - 1.4.1. all regulations, orders or instruments issued under the legislation or provision; and
  - 1.4.2. any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- 1.5. a reference to a body or authority which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority, or failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- 1.6. any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.7. a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity;
- 1.8. including and includes are not words of limitation;
- 1.9. the singular includes the plural and vice-versa;
- 1.10. words importing one gender include all other genders; and
- 1.11. a reference to a thing includes each part of the thing.

### 2. APPOINTMENT AND TERM

- 2.1. This agreement commences on the Commencement Date and continues until terminated in accordance with Clause 12 of this agreement.
- 2.2. This agreement replaces in its entirety any previous agreements between Hostplus and the Adviser or the Licensee concerning the provision of Financial Services to Members.

### 3. HOSTPLUS' DUTIES

- 3.1. Hostplus will:
  - 3.1.1. subject to clause 3.2, grant the Adviser access to Members' Superannuation Information via Adviser Online;
  - 3.1.2. subject to clause 3.3 and 3.4, pay Advice Fees from Members' Hostplus accounts to the Licensee; and
  - 3.1.3. comply with the Relevant Laws.
- 3.2. Hostplus will not allow access to a Member's Superannuation Information pursuant to clause 3.1.1 unless and until it has accepted a valid Member Authorisation with respect to that Member.
- 3.3. Hostplus will not pay an Advice Fee to the Licensee pursuant to clause 3.1.2 unless it has received a Payment Authority with respect to that Advice Fee within 90 days of the date the Member signed the Payment Authority;
- 3.4. Hostplus may not pay an Advice Fee to the Licensee pursuant to clause 3.1.2 unless:
  - 3.4.1. the advice fee is within the Advice Fee Caps as defined by Hostplus; and
  - 3.4.2. the funds available in the Member's Hostplus account exceed the Minimum Account Balance.
- 3.5. For the purposes of clarity, if an Adviser ceases to be an Authorised Representative of the Licensee, Hostplus may continue to pay an Advice Fee to the Licensee, unless notified otherwise by the Licensee or the Member.

### 4. ADVISER'S AND LICENSEE'S DUTIES

- 4.1. The Adviser will:
  - 4.1.1. use reasonable endeavours to provide the Authorised Services so as to not materially affect the reputation of Hostplus;
  - 4.1.2. remain, for the term of this agreement, fit and proper; and
  - 4.1.3. comply with Relevant Laws.
- 4.2. Each of the Licensee and Adviser will:
  - 4.2.1. notify Hostplus as soon as practicable if it becomes aware, or reasonably suspects, that:
    - 4.2.1.1. the Licensee or Adviser has or is likely to breach the terms of this agreement or a Relevant Law in connection with a Hostplus Product;
    - 4.2.1.2. the Adviser has breached, or is likely to breach, the terms of their Adviser Authority;
    - 4.2.1.3. any material information provided to Hostplus in relation to this agreement ceases to be true or changes;
    - 4.2.1.4. the security procedures referred to in paragraph 8.2.6 have been contravened;
    - 4.2.1.5. a member has died; or
    - 4.2.1.6. the Adviser ceases to be authorised by the Licensee.
  - 4.2.2. maintain professional indemnity insurance in relation to the provision of Financial Services by the Adviser; and
  - 4.2.3. cooperate with Hostplus in the resolution of any complaints relating to the Adviser, the Licensee or Hostplus.

### 5. ADVISER ONLINE

- 5.1. The Adviser must:
  - 5.1.1. only access a Member's Superannuation Information that the Adviser is properly authorised to access;
  - 5.1.2. only access Adviser Online for lawful purposes;
  - 5.1.3. subject to clause 5.2:
    - 5.1.3.1. not by other action or omission allow any other person to access Member Superannuation Information;
    - 5.1.3.2. keep their Adviser Online login and password secure and not disclose them to anyone; and
    - 5.1.3.3. immediately change their password and notify Hostplus as soon as practicable if they reasonably suspect their Adviser Online login has been accessed by an unauthorised person.
- 5.2. The Adviser may allow a Support Staff Member to access a Member's Superannuation Information via Adviser Online provided that the conditions specified in this agreement are met and the Support Staff Member has:
  - 5.2.1. been provided with a copy of these Terms and Conditions; and
  - 5.2.2. agreed to comply with these Terms and Conditions as if they were a party to this Agreement.
- 5.3. The Adviser acknowledges and agrees that:
  - 5.3.1. a Support Staff Member who accesses a Member's Superannuation Information does so as an agent of the Adviser; and
  - 5.3.2. the Adviser is responsible, and liable to Hostplus, for the acts or omissions of the Support Staff Member.
- 5.4. Hostplus may suspend the Adviser's access to Adviser Online at any time for any reason.
- 5.5. The Adviser must immediately notify Hostplus if a Member who has provided a Member Authorisation asks that it be revoked.
- 5.6. To the extent permitted by law, Hostplus makes no representation for the accuracy, reliability or completeness of the information contained in Adviser Online.
- 5.7. Hostplus will cease to allow access to a Member's Superannuation Information via Adviser Online if an Adviser ceases to be an Authorised Representative of the Licensee or the Member revokes their Member Authorisation.

## 6. ADVICE FEE

- 6.1. The Adviser:
- 6.1.1. does not submit a Payment Authority to Hostplus with respect to an Advice Fee, unless the Advice Fee relates solely to advice given in relation to a Members interest in Hostplus and is commensurate with the type and scope of the Authorised Services provided;
  - 6.1.2. acknowledges the Hostplus Advice Fee Caps and Minimum Account Balance requirements, as published on the Hostplus website; and
  - 6.1.3. immediately notifies Hostplus if it knows or suspects that an Advice Fee has been charged in breach of clauses this Agreement or any Relevant Law.
- 6.2. A Member may revoke a Payment Authority at any time by notice to Hostplus (in writing or verbally). On receiving a revocation by a Member, Hostplus will
- 6.2.1. notify the Adviser that the revocation has been received; and
  - 6.2.2. not make any further payments under the Payment Authority.
- 6.3. Hostplus retains discretion to, in any particular case:
- 6.3.1. refuse to pay an Advice Fee in accordance with a Payment Authority; or
  - 6.3.2. make payment of an Advice Fee for only a portion of the amount specified in a Payment Authority for any reason.
- 6.4. If Hostplus knows or suspects that an Advice Fee has been charged in breach of these Terms and Conditions, or for Fees for No Service, or any Relevant Law, or following the death of a Member, it may, by notice to the Licensee, require the Licensee to refund the Advice Fee to Hostplus.
- 6.5. Upon receipt of a notice under clause 6.4, the Licensee must refund the Advice Fee referred to in the notice as soon as practicable, or otherwise within 14 days.

## 7. PRODUCT DESIGN AND DISTRIBUTION OBLIGATIONS

- 7.1. The Licensee must:
- 7.1.1. comply with, and ensure its Authorised Representatives comply with, their obligations under the Product Design and Distribution Obligations and do all things reasonably necessary to assist Hostplus to comply with its obligations under the Product Design and Distribution Obligations;
  - 7.1.2. provide and ensure that its Authorised Representatives provide Hostplus with such assistance as it may reasonably require in relation to a review of a Target Market Determination under section 994C(5) of the *Corporations Act 2001* (Cth);
  - 7.1.3. notify Hostplus if it or its Authorised Representatives receive a notice requiring it or its Authorised Representatives to provide ASIC with information relating to a Hostplus Product under section 994J(1) of the *Corporations Act 2001* (Cth);
  - 7.1.4. provide all reasonable assistance to Hostplus to enable it to provide such information to ASIC if it receives a notice under section 994J(1) of the *Corporations Act 2001* (Cth); and
  - 7.1.5. comply with any stop order or interim stop order made by ASIC under section 994J of the *Corporations Act 2001* (Cth) of which it becomes aware by notification by Hostplus or otherwise.
- 7.2. Hostplus will provide the Licensee and Authorised Representatives with notice where it has determined a Target Market Determination with respect to a Hostplus Product is no longer Appropriate in accordance with section 994C(5) of the *Corporations Act 2001* (Cth).

## 8. REPRESENTATIONS & WARRANTIES

- 8.1. The Adviser represents and warrants to each other party that he or she:
- 8.1.1. has the power to enter into and perform its obligations under this agreement;
  - 8.1.2. has the requisite qualifications, skills and experience to provide Authorised Services to Members; and
  - 8.1.3. meets all applicable professional and standards necessary for the Adviser to fulfil the Adviser's role in the performance of the Authorised Services.

- 8.2. The Licensee represents and warrants to each other party that:

- 8.2.1. it has the power to enter into and perform its obligations under this agreement;
- 8.2.2. it holds a current AFSL with the appropriate authorisations to enable it to lawfully grant the Adviser Authority to the Adviser and to perform its obligations under its agreements with the Adviser;
- 8.2.3. the Adviser acts as an Authorised Representative of the Licensee in providing Authorised Services, and not as a representative of Hostplus;
- 8.2.4. the Hostplus logo will not be used or reproduced by the Licensee or an Adviser;
- 8.2.5. to the best of its knowledge, information and belief, the information disclosed by the Adviser is true and correct; and
- 8.2.6. it and the Adviser has implemented and will maintain and enforce security procedures and safeguards (both physical and logical) to protect Member Information that are consistent with industry best practice.

- 8.3. Each of the Adviser and Licensee represents and warrants to Hostplus that any information provided by the Adviser and Licensee respectively is true and correct to the best of their knowledge and belief.

- 8.4. Hostplus represents and warrants to each other party that it has the power to enter into and perform its obligations under this agreement.

## 9. AUDIT AND ACCESS

- 9.1. Hostplus, or an auditor appointed by Hostplus, may request the Adviser or Licensee provides a copy of any relevant Advice Document or other Records, at such time as Hostplus reasonably determines.
- 9.2. The Adviser and Licensee must comply with all reasonable requests by Hostplus, or by any auditor appointed by Hostplus, in connection with an audit referred to in clause 9.1, including by giving Hostplus or its auditor access to all relevant Records.

## 10. DATA BREACH REPORTING

- 10.1. The Licensee and/or Adviser must, as soon as reasonably practicable, after becoming aware that there has been an Eligible Data Breach, or that there are reasonable grounds to suspect or believe that there may have been, or has been, an Eligible Data Breach:
- 10.1.1. notify Hostplus of the known, suspected or believed Eligible Data Breach; and
  - 10.1.2. provide all details of the Eligible Data Breach to Hostplus to enable it to consider the nature and extent of the Eligible Data Breach.
- 10.2. Before notifying third parties of the Eligible Data Breach, the Licensee must provide Hostplus with a copy of the proposed notice.

## 11. BREACHES OF RELEVANT LAWS

- 11.1. The Adviser and Licensee must notify Hostplus in writing as soon as practicable after becoming aware:
- 11.1.1. that it has breached a Relevant Law about a Hostplus Product in relation to the provision of the Authorised Services;
  - 11.1.2. of any other event or circumstance arising from the Adviser's or Licensee's conduct which is likely to cause the Adviser, the Licensee or Hostplus to breach a Relevant Law in connection with a Hostplus Product.
- 11.2. The notice referred to in clause 11.1 must include what steps have been, or will be, taken to rectify or avoid the breach.

## 12. MODERN SLAVERY

Each party warrants that it will take reasonable steps to identify and address all risks of Modern Slavery (within the meaning of the Modern Slavery Act 2018 (Cth)) in its operations and/or supply chains, and that if at any time it becomes aware of any Modern Slavery in its operations and/or supply chains or the operations and/or supply chains of a related company or related entity (within the meaning of the Corporations Act 2001(Cth)), it will:

- 12.1 notify the other party as soon as reasonably practicable;
- 12.2 take all reasonable actions to address the practices which constitute Modern Slavery; and
- 12.3 respond to any reasonable requests for information made by the other party in respect of the notifying party's Modern Slavery governance practices, including but not limited to the matters the subject of the notification.

## 13. VARIATION AND TERMINATION

- 13.1. Hostplus may, by notice to the Licensee and Adviser, vary the Terms and Conditions from time to time (whether as a result of a change in Relevant Laws or for any other reason).
- 13.2. This agreement may be terminated by Hostplus, the Adviser or Licensee at any time and with immediate effect by giving 30 days written notice to each other party.
- 13.5. The termination of this agreement will be without prejudice to the accrued rights or remedies of any party or claims against the other.
- 13.6. Upon termination of this agreement, the parties will co-operate with each other to enable all obligations applying on termination to proceed in an orderly and timely manner.

## 14. CONFIDENTIALITY AND PRIVACY

- 14.1. Each party (the **Receiving Party**) may only use the Confidential Information disclosed or revealed by the other party (the **Disclosing Party**) for the purposes of performing its obligations or exercising its rights under this agreement and must keep the Disclosing Party's Confidential Information confidential and take steps to preserve its confidentiality. **Confidential Information** means any information of whatever kind disclosed or revealed by the Disclosing Party to the Receiving Party under or in relation to this agreement that:
  - 14.1.1. is by its nature confidential;
  - 14.1.2. is designated by the Disclosing Party as confidential; or
  - 14.1.3. the Receiving Party knows or reasonably ought to know is confidential, but does not include information that:
    - 14.1.4. is published or has otherwise entered the public domain without a breach of this agreement;
    - 14.1.5. is obtained from a third party who has no obligation of confidentiality to the Disclosing Party; or
    - 14.1.6. is independently developed or obtained without breach of this agreement.
- 14.2. The Receiving Party may disclose the Confidential Information of the Disclosing Party:
  - 14.2.1. to those employees, agents, contractors or advisers of the Receiving Party reasonably requiring it on a need to know basis, provided that the Receiving Party ensures that those employees, agents or contractors keep such Confidential Information confidential;
  - 14.2.2. to the extent required by law; or
  - 14.2.3. with the prior written consent of the Disclosing Party.

- 14.3. The Adviser and Licensee each acknowledge that all information, material and technology disclosed or provided in any form by Hostplus or a Member in connection with the provision of an Authorised Service to a Member is confidential information for the purposes of clause 14.1.
- 14.4. Each party must comply with the *Privacy Act 1988* (Cth) in the collection, use, storage and handling of any Personal Information obtained from the other party in connection with this agreement.
- 14.5. This Clause 14 survives the termination of this agreement.

## 15. GENERAL

- 15.1. The law of Victoria governs this agreement. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and any court competent to hear appeals from those courts.
- 15.2. Nothing in this agreement constitutes a partnership, joint venture or employment relationship between Hostplus and the Adviser.
- 15.3. Unless otherwise specified in these Terms and Conditions, any notice given under this agreement:
  - 15.3.1. to the Adviser or the Licensee, must be sent to the address or email address set out in the Agreement; and
  - 15.3.2. to Hostplus, must be sent to [agreements@hostplus.com.au](mailto:agreements@hostplus.com.au), in each case as amended by notice to each other party.
- 15.4. Any provision of this agreement which is prohibited by or rendered unlawful of unenforceable under any applicable law actually applied by any court of competent jurisdiction is, to the extent required by such law, severed from this agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this agreement.
- 15.5. This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.



It is important that you answer all questions on this form. In confidence when completed.



When you have completed this form please send it to: [agreements@hostplus.com.au](mailto:agreements@hostplus.com.au)