

CFS Edge External broker registration form

SAVE FORM

PRINT FORM

Thank you for taking the time to complete your registration, to ensure we set up your details correctly, please read each section carefully. Mark appropriate answer boxes with a cross like the following . Start at the left of each answer space and leave a gap between words. All fields marked with an asterisk (*) are mandatory and are required for us to complete your request.

Please return the completed form to the CFS Product team at wrapproductqueries@cfs.com.au.

SECTION 1 BROKER INFORMATION

*Broker name

*ABN *ACN *AFSL Number (please attach a copy of your AFSL)

*Business number Alternative business number

*Administration email address

Website address

*ASX Broker Code

*Your five digit ASX Trading Participant code beginning with 0 which could be different to your sponsor or settlement participant code or Participant Identification Number (PID) unless you outsource trade execution to a third party. Where trade execution is outsourced to a third party, use your 'Broker Organisation Code' (up to 8 characters).

*Business address (PO Box is NOT acceptable)

Unit number Street number Street name
Suburb State Postcode
Country

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

Unit number Street number PO Box Street name
Suburb State Postcode
Country

SECTION 2 CLEARING AND SETTLEMENT PARTY

*Broker name

*ABN *ACN *AFSL Number (please attach a copy)

*Business number Alternative business number

*Email address

*Participation Identification Number (PID) *Swift key

SECTION 3 PRINCIPAL CONTACT PERSON

*Title Mr Mrs Miss Ms Other

*Given name(s)

*Surname

Position title

*Email address

*Business number

Mobile number

SECTION 4 AUTHORISED PERSONNEL

The listed signatories below are able to provide the following instructions to us:

- 1 Authorise platform access for broker staff.
- 2 Revoke platform access for broker staff.

The broker named on this form will be able to provide future instructions, and needs to ensure that users with platform access are to retain access to the platform.

Note: Access rights are subject to the terms and conditions provided at the end of this form.

NOMINATED AUTHORISED INDIVIDUAL 1

*Full name

*Position title

*Email address

*Business/Mobile number

Signature

NOMINATED AUTHORISED INDIVIDUAL 2

*Full name

*Position title

*Email address

*Business/Mobile number

Signature

SECTION 5 PLATFORM ACCESS

This section allows nominated individuals access to view and upload settlement files for the broker nominated in **section 1**.

NOMINATED INDIVIDUAL 1

*Title Mr Mrs Miss Ms Other *Date of birth

*Given name(s)

*Surname

*Email address

*Mobile number

Signature

Business number

NOMINATED INDIVIDUAL 2

*Title Mr Mrs Miss Ms Other *Date of birth

*Given name(s)

*Surname

*Email address

*Mobile number

Signature

Business number

NOMINATED INDIVIDUAL 3

*Title Mr Mrs Miss Ms Other *Date of birth

*Given name(s)

*Surname

*Email address

*Mobile number

Signature

Business number

SECTION 6 DECLARATION AND SIGNATURE

Avanteos Investments Limited ABN 20 096 259 979, AFSL 245531 (**AIL, Trustee**) is the trustee of the 'Avanteos Superannuation Trust' and issuer of CFS Edge Super and Pension. Colonial First State Investments Limited ABN 98 002 348 352, AFSL 232468 (**CFSIL, Operator**) is the Investor Directed Portfolio Service (IDPS) operator and custodian of 'Avanteos Wrap Account Service' which includes CFS Edge Investments. Collectively AIL and CFSIL may be referred to as 'We' or 'Us'.

FNZ Custodians (Australia) Pty Ltd ABN 88 624 689 694 (**Administrator**) is the administrator of CFS Edge Investments and CFS Edge Super and Pension.

This form (**Agreement**) sets out the terms and conditions on which the Administrator will permit you to provide the execution broking services described in clause 1.9 (**Services**) in relation to listed securities that are permitted to form part of the assets (**Investment**) held in respect of a investor/member (**Members**) CFS Edge Investments, CFS Edge Super or CFS Edge Pension (**Product**) account. In this Agreement 'Cash Transaction Account' refers to the Cash account for a Members' Product account.

I/we, declare and agree:

- the details provided are true and correct.
- to be bound by the Terms and Conditions below, or as amended by us from time to time.
- to provide a copy of your AFSL which 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 the broker company in Section 1 confirm that they are signing as sole director and sole secretary of the company.

Signed by:

Signature of Director

Print name

Date signed

Signature of Director/Secretary

Print name

Date signed

Terms and Conditions

Introduction

The following Terms and Conditions (**Terms**) are set out below and should be read carefully. These Terms govern our relationship with the Broker in Section 1 of this form and outline the standards expected for the Broker and its representatives in dealing with us and our Members.

We may vary the Terms from time to time, for any reason, which may include as a result of a change in Financial Services Law or otherwise. The most up-to-date Terms will be available by contacting us.

For material changes to the Terms, we will notify you 30 days prior of the change.

Services

You agree to provide the following Services in connection with listed securities that the Administrator permits from time to time to be held as part of a Member's Product account (each an **Approved Security** on the Trustee or Operator's approved investment list):

- a** receive, from the Member, their financial adviser or any other person authorised by the Member to transact in respect of their Product account and their Cash Transaction Account and registered by the Administrator (each an **Authorised User**) instructions to execute:
 - a** a purchase of specified Approved Securities; or
 - b** a sale of specified Approved Securities; (each a **Trade**);
- b** consult with the relevant Authorised User to the extent necessary to confirm:
 - a** the name and Product account number (**Account Number**) of the Member in respect of whom the Trade instruction has been received;
 - b** that the relevant Trade has been authorised by the Member;
 - c** the relevant Member's Cash Transaction Account has sufficient available funds and/or holds Approved Securities as may be required to settle the proposed Trade and pay any fees or expenses in connection with the Trade; and
 - d** the Trade only relates to the sale or purchase of Approved Securities;
- c** undertake the following in relation to a Member to facilitate the provision of these Services and as required by applicable law and the ASX Settlement Operating Rules of ASX Settlement Pty Limited ABN 49 008 504 532, ASX Operating Rules of ASX Limited ABN 98 008 624 691 and the ASIC Market Integrity Rules (**ASX Market**) 2010, each as amended or replaced from time to time (**Applicable Rules**):
 - a** establish an account in the Member's name and record the Account Number in the systems and records you operate and maintain for the purposes of providing broking services (**Broker Systems**);
 - b** enter into all necessary arrangements with the Member in respect of the Services (including arrangements for the payment of invoices and goods and services tax under the A New Tax System (**Goods and Services Tax**) Act 1999 (Cth)); and
 - c** provide the Member with all disclosure applicable to the Services provided by you in connection with this Agreement;
- d** identify the Trade in your Broker Systems as relating to a Product account using the Account Number and the holder identification number (**HIN**) (if applicable) as specified by the Administrator, and execute the Trade in accordance with the service standards and procedures specified in Schedule 1 to this Agreement (**Service Standards**);

- e** take such steps as are necessary to ensure that the Trade settles to the HIN nominated by the Administrator;
- f** submit a trade file in respect of each Trade to the Administrator in accordance with the Service Standards and trade file specifications specified in Schedule 2 to this Agreement (**Trade File Specifications**);
- g** if you have not received a matching settlement message or you are otherwise aware a Trade may fail settlement using your Broker System, use reasonable endeavours to remedy any issue that has caused or may cause settlement of the Trade to be unsuccessful (including any reason for the failure of Trade settlement that may be notified to you by the Administrator), and resubmit the Trade in accordance with the Service Standards and resubmit the trade file;
- h** once a Trade has executed in the market, send the Member a confirmation of the Trade that includes all the information required to be included in a confirmation given under sections 1017F(7) and 1017F(8) of the *Corporations Act 2001* (Cth); and
- i** notify the Administrator of any cancelled or amended Trades within the period specified in the Service Standards.

Broker agreement

You agree that in providing the Services, you will:

- a** comply with:
 - a** the Service Standards;
 - b** relevant law and the Applicable Rules applicable to you in relation to the Services;
 - c** all reasonable written directions of the Administrator;
- b** immediately notify the Administrator or their nominated agents if you:
 - a** breach or are likely to breach any applicable law or this Agreement; or
 - b** cease to be authorised to provide the Services;
- c** not knowingly cause or procure the Administrator to breach this Agreement, applicable law, or any policy of ASIC relating to the Administrator or a Member's Product account; and
- d** comply with any applicable privacy or data protection laws and all guidelines issued by the Office of the Australian Information Commissioner (and any similar regulatory bodies).

Broker declaration

You declare that:

- a** you have obtained (and will maintain) all necessary licences, approvals, consents, exemptions, permits, registrations, qualifications, clearances and/or waivers (**Authorisations**) that are required by law and the Applicable Rules to provide the Services under this Agreement and shall
 - a** obtain any other Authorisations that may be required from time to time; and
 - b** promptly provide to the Administrator on request satisfactory evidence that you either hold or do not require a specified Authorisation; and
- b** you have adequate information communications technology systems (including the Broker Systems), human resources, facilities and regulatory capital to carry out the obligations and Services contemplated by this Agreement.

Indemnity and release

- a** You indemnify the Administrator (and its directors, employees and agents), against any claims, liabilities, expenses, losses or costs (including legal costs on a full indemnity basis) (**Losses**) suffered or incurred by any of them in connection with this Agreement as a result of:
- a** any default, negligence, breach of duty, breach of law or fraud of you or your agents;
 - b** any unsuccessful settlement of any Trade; except to the extent that such Losses are caused by the default, negligence or fraud of the Administrator. You agree that any failure of settlement of a Trade due to:
 - (i)** a Members' Cash Transaction Account having insufficient available funds;
 - (ii)** Members' Product account having insufficient available Approved Securities;
 - (iii)** the Trade being in respect of securities that are not Approved Securities;
 - (iv)** the Administrator not receiving a trade file in respect of a Trade as required under this Agreement (including where a trade file is received but is not in the required format, does not contain the required content as set out in the Trade File Specifications, or is not received in the timeframe set out in the Service Standards); or
 - (v)** the Trade not complying with any terms and conditions applicable to a Member's Product account (as applicable) from time to time, does not constitute default, negligence or fraud of the Administrator. This indemnity is a continuing obligation independent of these terms. It continues after you cease to provide Services under this Agreement **and it is not necessary for any indemnified person to incur any expense before acting to enforce these indemnities.**
- b** In no event shall either party or its related bodies corporate be liable in connection with this Agreement for any loss of profits or any indirect or consequential loss, cost, expense, damage or liability of any kind, however caused, but which does not arise naturally or in the usual course of things
- c** You release, discharge and indemnify the Administrator against all liabilities that are suffered by you **or the Member** in connection with any Trades (including, without limitation, any unsuccessful settlement of any Trade for any reason) except to the extent such liabilities are caused by the default, negligence or fraud of the Administrator.

Broker acknowledgments

You acknowledge and agree that:

- a Non-exclusivity**
the Administrator's consent to you providing the Services is not exclusive, and the Administrator may, without restriction, permit for others to provide similar or other services;
- b Amendment of this Agreement**
the Administrator or Us may vary these terms and conditions at any time (including the introduction of new terms and conditions). Where the change is not required to comply with relevant law, and the Administrator considers the change to be materially adverse to your interests, the Administrator will give you 30 days prior notice in writing (or notice by email or other electronic communication);
- c Consent to Administrator passing on information**
you consent to the Administrator or Us passing on information about you (including, without limitation, your name, mailing address and payment details) to related bodies corporate and other service providers for the purpose of administering CFS Edge;
- d Termination**
the Administrator or Us may terminate this Agreement and withdraw its consent to you providing the Services in connection with Product accounts:
 - a** With immediate effect by written notice to you if you breach these terms and conditions; or
 - b** At any time by providing 7 days' written notice to you;
- e Assignment and novation**
the Administrator may assign its rights under this Agreement without your consent but will provide you with prior written notice of its intention to assign its rights under this agreement and details of the assignee. You cannot assign or novate your rights or obligations under this Agreement without the prior written consent of the Administrator (which shall not be unreasonably withheld) unless your assignment or novation is to a related body corporate (as that term is defined in the Corporations Act 2001 (Cth)) and you provide us with prior written notice of your intention to assign or novate and details of the related body corporate involved; and
- f Governing law**
this agreement is governed by the laws in force in New South Wales. All parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Schedule 1 – Service Standards

Requirement	Description	Timing
1 Provide Trade file to Administrator	A file of all Trade orders relating to instructions received on a Trading Day ¹ to be submitted by the Broker to the Administrator by uploading the Trade File on the CFS Edge platform in the required format and with the required content as set out in the Trade File Specifications.	File to be provided to Administrator by 6pm AEST on the Trading Day. ¹
2 Resubmission of Trade file to Administrator	Where a Trade has or may fail settlement and you have sought to remedy that issue and resubmit the Trade file, a file of such Trade orders received on a Trading Day ¹ is to be submitted by the Broker to the Administrator by uploading the Trade File on the CFS Edge platform in the required format and with the required content as set out in the Trade File Specifications.	File to be provided to Administrator by 6pm AEST on the Trading Day. ¹

1 A 'Trading Day' is any day, excluding Saturday and Sunday, on which banks are open for general banking business in Sydney, and on which the ASX is open for trading Approved Securities.

Schedule 2 – Trade File Specifications

1.1 Overview

CFS Edge allows trades executed outside of the platform to be settled against a Member's Product account. To ensure settlement of the Trade, the broker is required to notify the Administrator of the Trade by 6pm AEST on the Trading Day before settlement.

The Administrator will be notified of the Trade by the broker uploading the Trade File on the CFS Edge platform. The file will include the details of the:

- Instrument code e.g. ASX.XASX.AU
- Transaction type (Buy or Sell)
- Trade and Settle dates
- Quantity, Trade price and Consideration
- Trade currency
- Client (sub-) account
- Brokerage amounts

It is the responsibility of the Broker to ensure that the information is valid and correct prior to uploading the Trade File on the CFS Edge platform.

When the Administrator is notified of a Trade, it will validate the order to ensure that the Trade is:

- Complete;
- Complies with vetting rules; and
- Not a duplicate of an existing Trade.

If a Trade passes these checks, then it will be an executed trade on the CFS Edge systems and will be settled by CFS Edge. If the Trade fails vetting, then the Trade will not be settled. It will be the responsibility of the Broker to review and rectify any issues and resubmit the Trade before the cut off so that it can be settled on time.

1.2 Purpose of the document

The purpose of this document is to define the file format and protocols to be used by brokers to send Trade information to CFS Edge.

1.3 Further assistance

If you require any assistance, please contact us on 1300 769 619.