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Template Information Form

Name of Template:

CAR Agreement

Warnings and unusual features:

See warnings above

Cross references to related documents:

SAR Deed – See warning above

Commentary:

1. If you remove clause 8.7 – public liability insurance, you must remove clause 4(y) which cross references clause 8.7.
2. The parties are structured so that the CAR is referred to as the trustee of a trust. If it is not, you should remove those words.

Instruction Page
(do not include in final document)

Description	
Corporate Authorised Representative full name (uppercase)	#111#
Corporate Authorised Representative full ACN	#222#
Corporate Authorised Representative full address, e.g company's actual address, rather than the Licensee's address	#333#
Guarantor's full name (uppercase)	#444#
Guarantor's full name (lowercase)	#444a#
Guarantor's full address	#555#
Trust's full name (for the Corporate Authorised Representative (CAR) - uppercase) – remove the wording around this if there is no trust arrangement – one reference at the beginning of agreement, and one at the end	#666#
Year	#777#

Complete/check highlighted sections manually

Do not delete this page prior to review by principal

**CORPORATE AUTHORISED REPRESENTATIVE AGREEMENT
INTEGRITY FINANCIAL PLANNERS PTY LTD - ACN 069 537 855**

#111#

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THIS AGREEMENT IS MADE ON..... #777# (the "**Agreement**")

BETWEEN: **INTEGRITY FINANCIAL PLANNERS PTY LTD** (ACN 069 537 855) of Suite 2, 1 Railway Crescent, Croydon VIC 3136

("Integrity")

AND: **#111# as trustee for the #666#** (ACN #222#) of #333#

("Corporate Authorised Representative" or "CAR")

AND: **#444#** of #555#

(the "**Guarantor**")

(the "**Parties**")

BACKGROUND

- A. Integrity conducts a business of providing Financial Services within the meaning of Chapter 7 of the *Corporations Act 2001*.
- B. Integrity wishes to appoint the CAR to act on behalf of Integrity in relation to Integrity's business.
- C. The Parties have agreed to enter into this Agreement to evidence the terms and conditions under which the CAR acts for Integrity.
- D. The Guarantor has agreed to guarantee the obligations of the CAR on the terms set out in this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Interpretation

All terms and expressions used in this Agreement, unless otherwise defined or the context otherwise appears, have the same meanings as defined in the Act.

1.2 Definitions

In this Agreement:

Act means the *Corporations Act 2001*.

Advice means financial product advice within the meaning of Chapter 7 of the *Corporations Act 2001*, as well as broader advice relating to financial issues, including but not limited to cash flow management and budgeting.

ASIC means the Australian Securities and Investment Commission.

Associate in relation to any person has the meaning given in section 318 of the *Income Tax Assessment Act 1936*, as amended or replaced from time to time, as if such person were the taxpayer referred to therein.

Authorised Financial Products means the Financial Products and Financial Services determined by Integrity as Financial Products or Financial Services to be promoted to Clients, and advised to the CAR from time to time in Integrity's Manuals.

Business Day means a day on which the banks, within the meaning of the *Banking Act 1959 (Cth)*, are open for regular business in Victoria, excluding Saturdays, Sundays and public holidays.

CAR's Client has the meaning given in **clause 14.2(b)14.2(c)**.

CAR's Remuneration means the financial arrangements set out in **Schedule 1**.

CAR's Services means the services as set out in **Schedule 2**.

Client means any person seeking to, or utilising, or who has utilised or engaged the services of Integrity in relation to the provision of Financial Services.

Commencement Date means the date of this Agreement.

Confidential Information means any and all information disclosed to or otherwise obtained by the CAR from Integrity or a third party acting on behalf of Integrity before or after the date of this Agreement relating to the current or future business interests, methodology or affairs of Integrity which is reasonably regarded as confidential, being information not in the public domain, in whatever form and however stored, including without limitation all data, details, plans, designs, concepts and specifications, inventions, computer software and course documents, figures, financials, costings, developments, results, technical advice, trade secrets, samples, specifications, statements, forms, processes, formulae, know-how, ideas, drawings, sketches, models, concepts, technology, business information, purchasing or manufacturing processes or requirements, intellectual property rights, contracts, customer lists, forecasts, sales and merchandising information, marketing plans, techniques, commercial knowledge and other proprietary information.

Contractual Period means the period commencing on the Commencement Date and continuing until terminated in accordance with this Agreement.

FASEA means the Financial Adviser Standards and Ethics Authority.

Financial Product has the meaning given in Chapter 7 of the *Corporations Act 2001*, as amended or replaced from time to time.

Financial Services has the meaning given in Chapter 7 of the *Corporations Act 2001*, as amended or replaced from time to time.

Issuer means, in relation to any Financial Product, the person who issues or produces the Financial Product.

Law means the "financial services laws" as defined in Chapter 7 of the *Corporations Act 2001*, as amended or replaced from time to time.

Manuals means the rules, standards, procedures and policies (if any) notified by Integrity to the CAR with which the CAR will comply while acting as a representative of Integrity, as determined by Integrity and amended from time to time.

Parties means the parties to this Agreement.

Payment means:

- (a) three times the total of any annual, renewal, asset management, ongoing or trail commissions or fees that were earned by Integrity in relation to the Client over the 12 month period prior to the Client ceasing to be an Integrity Client;
- (b) if for any reason paragraph (a) is not enforceable, two times the total of any annual, renewal, asset management, ongoing or trail commissions or fees that were earned by Integrity in relation to the Client over the 12 month period prior to the Client ceasing to be an Integrity Client; or
- (c) if for any reason paragraph (b) is not enforceable, an amount equal to the total of any annual, renewal, asset management, ongoing or trail commissions or fees that were earned by Integrity in relation to the Client over the 12 month period prior to the Client ceasing to be an Integrity Client; or
- (d) if for any reason paragraph (c) is not enforceable, an amount equal to 0.75 times the total of any annual, renewal, asset management, ongoing or trail commissions or fees that were earned by Integrity in relation to the Client over the 12 month period prior to the Client ceasing to be an Integrity Client; or
- (e) if for any reason paragraph (d) is not enforceable, an amount equal to 0.5 times the total of any annual, renewal, asset management, ongoing or trail commissions or fees that were earned by Integrity in relation to the Client over the 12 month period prior to the Client ceasing to be an Integrity Client.

Product Information means, in relation to a particular Financial Product, the information published by the Issuer of that Financial Product intended for use by consumers.

Related Body Corporate means a body corporate which is taken under section 50 of the *Corporations Act 2001* to be related to Integrity at any time from the date of this Agreement to the expiration of the Contractual Period.

Restraint Period means for a period of:

- (a) 12 months, however if for any reason this is not enforceable;
- (b) 6 months, however if for any reason this is not enforceable;
- (c) 3 months,

commencing after the end of the Contractual Period.

SAR means a natural person sub-authorised to act for Integrity under the provisions of section 916B(3) of the *Corporations Act 2001*.

Unauthorised Financial Product means a Financial Product or Financial Services in relation to which:

- (a) Integrity has not authorised the CAR to provide Advice to Clients, or deal in on behalf of Clients; or
- (b) Integrity had not authorised the CAR to provide Advice to Clients, or to deal in on behalf of Clients, at the time the Client invested in or acquired the Financial Product.

1.3 Construction

In this Agreement, including the background and the Schedules, unless contrary to or inconsistent with the context:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) a gender includes every other gender;
- (b) a reference to a Party or person includes a reference to that Party or person, its successors, substitutes (including, but not limited to, a Party or person taking by novation), executors, administrators and assigns;
- (c) a reference to any thing or matter is a reference to the whole and any part of it;
- (d) the word "person" includes a corporation and vice versa;
- (e) a reference to a group of persons or parties is a reference to any two or more of them jointly and to each of them individually;
- (f) a covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) a covenant, representation or warranty on the part of two or more persons binds them jointly and severally;
- (h) a reference to this Agreement or other document includes any variation, novation or replacement of or supplement to any of them from time to time;
- (i) where any clause contains sub-clauses, paragraphs or sub-paragraphs, each sub-clause, paragraph and sub-paragraph however called will be read and construed separately and independently of any other;
- (j) a reference to a document includes without any limitation any agreement in writing, certificate, notice or other instruction of any kind;
- (k) "writing" and related expressions includes all means of reproducing words in a tangible and permanently visible form;
- (l) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them;
- (m) a reference to time is a reference to time in Victoria;

- (n) a reference to a statute includes all regulations, proclamations, ordinances and by-laws made or issued under that statute;
- (o) a reference to a body other than a Party to this Agreement:
 - (i) which ceases to exist; or
 - (ii) the powers or functions of which are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (p) a reference to "\$" or "dollars" is to Australian currency; and
- (q) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement.

1.4 Supersedes all previous agreements

This Agreement constitutes the entire understanding and agreement between the Parties in connection with its subject matter and supersedes all previous agreements and understandings between the Parties in connection with its subject matter.

1.5 Headings

The Parties agree that headings are inserted only for convenience and do not affect the interpretation of this Agreement.

1.6 Business Days

If the day on or by which a Party must do something under this Agreement is not a Business Day, the Party must complete the act on or by the next Business Day.

1.7 Relationship between Agreement and Manuals

- (a) If there is any inconsistency between this Agreement and the Manuals, this Agreement prevails to the extent of the inconsistency.
- (b) For the avoidance of doubt, the Manuals are not taken to be inconsistent with this Agreement for the purposes of **clause 1.7(a)** because they contain further detail or additional obligations relating to matters that are dealt with in this Agreement.

2. AUTHORISED ACTIVITIES

2.1 Appointment of CAR

Integrity appoints the CAR on and from the Commencement Date for the purpose of carrying out the following activities in connection with Integrity's business of providing Financial Services, subject to the limitations detailed in the Integrity Authorised Representative Certificate of Authorisation contained in **Schedule 3**:

- (a) to deal in Authorised Financial Products;

- (b) to provide Advice to persons in relation to Authorised Financial Products on the basis of the Product Information supplied to, or arranged to be supplied to, the CAR by Integrity from time to time; or
- (c) to deal in, or provide Advice to persons in relation to, Financial Products which are Unauthorised Financial Products but only in accordance with **clause 3**.

2.2 Appointment of sub-authorised natural persons - SARs

Subject to the Act, the CAR may authorise a SAR to provide the services referred to in **clause 2.1** in connection with some or all of the Authorised Financial Products provided that:

- (a) Integrity provides its prior written consent to the authorisation; and
- (b) the natural person enters into an agreement with Integrity.

3. UNAUTHORISED FINANCIAL PRODUCTS

- (a) The CAR may only deal in Unauthorised Financial Products, or provide Advice in relation to Unauthorised Financial Products, with the prior written approval of Integrity's Responsible Managers or their delegates; or
- (b) The CAR may only deal in Unauthorised Financial Products where the Client, or potential Client:
 - (i) selected the Unauthorised Financial Product without any Advice or inducement being provided by either the CAR or any SAR; and
 - (ii) signed an acknowledgement in a form approved by Integrity that the Unauthorised Financial Product was selected without any Advice or inducement by the CAR, any SAR or Integrity.

4. UNDERTAKINGS BY THE CAR

The CAR agrees to:

- (a) comply with the provisions of the Law and all other statutory and common law requirements;
- (b) comply with all terms and conditions attaching to the AFS licence issued by ASIC to Integrity;
- (c) ensure that no representations are made to Clients which are materially different from those contained in the current prospectus, PDS, offer document or any other Product Information relating to the Financial Product without the prior written consent of Integrity;
- (d) comply with all of the terms of the Manuals, as amended from time to time, and obtain and maintain an up to date knowledge and understanding of the terms and materials contained in the Manuals;

- (e) facilitate any SAR's ability to raise concerns about how any of Integrity's Manuals or other procedures or practices may hinder their ability to comply with the FASEA code, and immediately inform Integrity of any concerns raised;
- (f) comply with all of the terms of this Agreement;
- (g) under no circumstances either alone or jointly with any other legal entity, nor as agent for or trustee, borrow or raise money or obtain financial accommodation from any person, firm, corporation, governmental or municipal body or other legal entity on such terms with or without security or with or without interest, without the prior written consent of Integrity. This Agreement does not prevent, and the prior written consent of Integrity will not be required if, the CAR borrows, raises money or obtains financial accommodation from any body corporate whose sole or dominant purpose is the provision of capital or credit in the course of business carried on by it. This Agreement does not prevent the CAR borrowing money from family members of the Guarantor or the directors of the CAR, however the prior written consent of Integrity will be required if those family members are also Clients;
- (h) keep regular and accurate accounts and business records of all transactions effected by the CAR and make such accounts and records available for inspection by Integrity upon request;
- (i) lodge with ASIC as necessary all returns, reports, forms, statements or other documents lawfully required;
- (j) ensure that the CAR's letterhead, business cards and other stationery complies with the Law, ASIC Regulatory Guides and similar documents as well as all of the standards prescribed by Integrity from time to time;
- (k) not use Integrity's name, logo or other intellectual property other than for the purpose of promoting Integrity;
- (l) ensure that all correspondence, stationery, promotional materials and publications of any kind issued or distributed by the CAR are subject to Integrity's prior written approval, and contains such disclaimer and disclosure statements in the form prescribed by Integrity;
- (m) send by post, remit, pay or cause to be paid in full to an office of the Issuer, all moneys received by the CAR for investments in, or acquisitions of, Financial Products of that Issuer within 24 hours of receipt or on the next Business Day following the date of receipt, (whichever is the later), together with a completed, accurate and current application form from the prospectus, PDS, application, proposal or offer document for the relevant Financial Product. This requirement may only be waived by obtaining Integrity's prior written consent;
- (n) ensure that all persons identified by Integrity, and notified to the CAR by Integrity, attend, and participate in or complete online, all competency, compliance, educational and training programs conducted, arranged or prescribed by Integrity for its CARs from time to time, including PD Days, Integrity Conferences and online training;
- (o) warrant to Integrity that all information given by the CAR to Integrity to enable Integrity to determine whether to enter into this Agreement is true, complete and correct, and that no information has been omitted;

- (p) immediately inform Integrity of any change in the office holders of the CAR, any change in the beneficial or legal ownership of the issued shares in the capital of the CAR, and any change in the contact details of the CAR;
- (q) immediately inform Integrity of any information, act or omission by any party that may affect the CAR's ability to act as a CAR, impacts on the CAR's standing as a fit and proper person or breaches standards prescribed by Integrity from time to time;
- (r) immediately inform Integrity of any act or omission which comes to the knowledge of the CAR that constitutes a breach of a condition of Integrity's AFS licence;
- (s) immediately inform Integrity of any act or omission which comes to the knowledge of the CAR that may result in any loss or liability to Integrity;
- (t) immediately inform Integrity of any complaint, threat of litigation or claim against the CAR or Integrity;
- (u) immediately inform Integrity of any change in professional memberships held by the CAR;
- (v) allow persons, nominated by Integrity, unrestricted and immediate access to any premises, documents or records for any matter related to this Agreement;
- (w) ensure that SARs, appointed under **clause 2.2** to provide the CAR's Services, are aware of the obligations imposed on the CAR under this Agreement and so far as is relevant, comply with those obligations;
- (x) if at any time Integrity becomes liable for any cost or expense as a result of the CAR or a person associated with the CAR being classified as, treated as, or deemed to be an employee of Integrity, the CAR will reimburse Integrity for that cost or expense. For the avoidance of doubt, this includes any payroll tax, worker's compensation premiums and superannuation guarantee charge, costs and expenses, and any penalties or interests on those costs and expenses. This clause survives the termination of this Agreement;
- (y) maintain a public liability insurance policy in accordance with **clause 8.7** and workers' compensation policy in accordance with **clause 8.8**;
- (z) allow Integrity to provide information regarding the CAR to third parties where enquires are made for the purpose of reference checking; and
- (aa) maintain proper and secure custody of all Client's record and use the CAR's best endeavours to prevent the use or disclosure of the Client's record by third parties.

5. PROHIBITIONS

During the term of this Agreement, the CAR must not directly or indirectly in any capacity whatsoever:

- (a) act or purport to act as a principal, or as an agent, contractor or employee of any other AFS licensee, Australian credit licensee, promoter of any Financial Services Issuer of any Financial Products or other Financial Services, without the prior written consent of Integrity;

- (b) represent to any person at any time that the CAR is authorised to conduct any activity or dealing in Financial Products on behalf of Integrity other than the activities authorised under this Agreement;
- (c) incur any costs, charges or expenses on behalf of Integrity without Integrity's prior written approval;
- (d) act or purport to act as a trustee or legal personal representative on behalf of any person, or hold a power of attorney or enduring power of attorney on behalf of any person, or act as an executor of a person's will, without the prior written approval of Integrity unless the person is a family member of the Guarantor and is not a Client;
- (e) pledge in any way the credit of Integrity, give any warranty or make any representation on behalf of Integrity or otherwise act in any manner which may give rise to liability being incurred by Integrity, without Integrity's prior written authority;
- (f) in any circumstances, use or permit the use of language, write or do anything, in respect of any person, institution or Financial Product or Financial Service which may have the effect of adversely reflecting upon the character, integrity, conduct or competence of such person or institution, or which may tend to adversely reflect on the viability or appropriateness of any Financial Product or Financial Service, without Integrity's prior written authority;
- (g) insert advertisements or distribute any publications or promotional material relating or alluding to Integrity or Financial Products or Financial Services or make statements relating to Integrity or Financial Products or Financial Services for publication in any book, magazine, newspaper, written publication, electronic media, the internet, publication or broadcast, without the prior written authority or approval of Integrity;
- (h) solicit or entice or endeavour to solicit or entice from Integrity or any Related Body Corporate, any director, manager, officer, employee or servant of Integrity or any Related Body Corporate (whether or not that person would commit a breach of contract by reason of ceasing to serve or act for Integrity or any Related Body Corporate);
- (i) enter into any agreement with any party for the referral of clients between the CAR and any other entity without the prior written authority of Integrity; or
- (j) pay any fees, commissions, brokerage or any pecuniary or other benefit to any party for the introduction of any Clients or prospective Clients, or for any information in relation to Clients or prospective Clients, without the prior written authority of Integrity.

6. ENGAGEMENT OF CAR

6.1 CAR an independent contractor

The CAR renders the CAR's Services to Integrity as an independent contractor and is not and cannot be taken to be:

- (a) in partnership or in a joint venture relationship with Integrity; or
- (b) an employee or servant of Integrity.

6.2 CAR Remuneration

In consideration for the provision of the CAR's Services the CAR will be entitled to the CAR's Remuneration.

7. FEES, TAXES, LEVIES OR CHARGES

7.1 Fees, taxes, levies or charges

The CAR will pay Integrity any amounts incurred by Integrity in respect of any mandatory fees, taxes, levies or charges which Integrity is obligated to pay in its capacity as an Australian Financial Services licensee where those fees, taxes, levies or charges relate to the hiring, retention, monitoring, supervision or registration of Integrity's representatives, or which are calculated by the number of representatives authorised by Integrity. The payment under this section will be calculated to the extent that those fees, taxes, levies or charges relate to the CAR, or any SAR appointed under **clause 2.2**, acting for Integrity.

7.2 Reimbursement of fees or loss of commissions

The CAR will reimburse to Integrity any amounts that Integrity pays in relation to the reimbursement of fees or commissions or other payments to the CAR's Clients (as defined in **clause 14.2**), or return of commissions or other payments to the Issuer of a Financial Product, as a result of the CAR not delivering part or all of the services that the CAR's Client was entitled to or reasonably expected to be provided.

The CAR will pay to Integrity any amounts payable as a result of **clauses 7.1 or 7.2** within 7 days of a request by Integrity.

8. PERFORMANCE

8.1 Manner of performance of CAR's Services

The CAR must ensure that the CAR's Services are performed in a proper and efficient manner.

8.2 Utmost good faith

The CAR must act with the utmost good faith in all of the CAR's dealings with Integrity and a Related Body Corporate.

8.3 Duty not to harm Integrity

In performing the CAR's Services the CAR must not do anything which is harmful to Integrity or any Related Body Corporate.

8.4 Provide reports to Integrity

The CAR must at all times promptly report to Integrity, or any person which Integrity nominates, all information, explanations and advice which Integrity requires or as to which Integrity should properly be informed in relation to:

- (a) the CAR's engagement;
- (b) the provision of the CAR's Services; and
- (c) the business of Integrity or a Related Body Corporate.

8.5 Other business interests

The CAR has informed Integrity that the only businesses, ventures and commercial associations with which it is involved are those listed in **Schedule 4**. The CAR will inform Integrity in writing within 7 days of becoming involved in any other businesses, ventures and commercial associations, or if the nature of the CAR's involvement changes.

8.6 Delegation of CAR's Services

The CAR must not delegate the performance of the CAR's Services without the prior written consent of Integrity.

8.7 Public liability insurance

- (a) The CAR must, from the commencement of and throughout the term of this Agreement, at its own expense, take out and maintain in good standing "broad form" public and products liability insurance which at all times covers liability to the public for an amount not less than \$10 million for any one claim.
- (b) The Policy must:
 - (i) extend to indemnify Integrity against liability arising out of the activities of the CAR or any SAR appointed under **clause 2.2**; and
 - (ii) contain a cross liability clause that provides that where the policy covers more than one insured, the policy will be construed as though a separate policy had been issued to each of them, subject always to the limit of indemnity under the policy.
- (c) The CAR must, when requested by Integrity, provide copies of certificates of currency and copies of insurance policy documents for the public liability insurance required of it under this **clause 8.7** showing the policy to be in good standing. The CAR must also immediately notify Integrity if an insurance policy taken out by it in accordance with this **clause 8.7** is cancelled or if any event occurs which might adversely affect or give rise to a claim under any such insurance policy.

8.8 Workers' Compensation Insurance Policy

- (a) The CAR must, from the commencement of and throughout the term of this Agreement, at its own expense, take out and maintain an appropriate workers' compensation insurance policy.

9. RECIPIENT CREATED TAX INVOICES

- (a) Integrity and the CAR each acknowledge that it is and will remain registered for GST and that each will notify the other party if it ceases to be registered for GST.
- (b) Integrity may issue tax invoices in respect of supplies pursuant to this Agreement.
- (c) The CAR will not issue invoices or tax invoices in respect of supplies pursuant to this Agreement.

10. CONFIDENTIAL INFORMATION

10.1 Acknowledgment

The CAR acknowledges that all of the Confidential Information is and will be the sole and exclusive property of Integrity or be an interest that is solely and exclusively vested in Integrity.

10.2 Confidentiality

The CAR must:

- (a) keep confidential all Confidential Information; and
- (b) not disclose any Confidential Information to any person, except:
 - (i) as required by law;
 - (ii) with the prior written consent of Integrity; or
 - (iii) to Integrity's agents, employees or advisers in the proper performance of the CAR's responsibilities and duties under this Agreement.

10.3 Use of Confidential Information

The CAR must not use any Confidential Information for the benefit of any person except Integrity or a Related Body Corporate.

10.4 Confidential Information in the public domain

If the Confidential Information is lawfully within the public domain, as a result of conduct or omissions other than the direct or indirect conduct or omissions of the CAR, then to the extent that the Confidential Information is public the CAR's obligations under **clause 10.2** in relation to that Confidential Information cease.

10.5 Uncertainty

In the event of uncertainty as to whether:

- (a) any information is Confidential Information; or
- (b) any Confidential Information is lawfully within the public domain,

that information is taken to be Confidential Information and the Confidential Information is taken to be not within the public domain, unless the CAR is informed by Integrity in writing to the contrary.

10.6 Security

The CAR must:

- (a) maintain proper and secure custody of all Confidential Information; and
- (b) use the CAR's best endeavours to prevent the use or disclosure of the Confidential Information by third parties.

10.7 Delivery

The CAR must immediately deliver all Confidential Information which is in physical form, including all copies of computer files, information stored electronically or digitally or any tapes to Integrity:

- (a) upon the expiration of the Contractual Period; or
- (b) at any time upon the request of a person authorised by Integrity.

11. CAR'S WARRANTIES

11.1 Warranty

The CAR represents and warrants to Integrity that this Agreement and each other agreement, document or instrument delivered or to be delivered by the CAR in connection with this Agreement will constitute legally valid and binding obligations of the CAR, enforceable in accordance with their terms.

11.2 Trustee provisions

Where the CAR enters into this Agreement in its capacity as a trustee, the CAR represents and warrants to Integrity that:

- (a) the trust of which the CAR is the trustee is a valid and subsisting trust created by a legally binding trust deed and there is no proposal to terminate, reconstitute or resettle that trust;
- (b) the CAR has full capacity and power under the relevant trust deed to enter into this Agreement and to carry out the transactions contemplated by this Agreement;
- (c) the execution, delivery and performance of this Agreement by the CAR does not and will not result in a breach of or constitute a default under the relevant trust deed; and
- (d) the CAR has the right to be fully indemnified out of the trust assets of the trust in relation to all liabilities incurred by it in its capacity as trustee of the trust (including its liabilities under this Agreement), that right has not been modified, released or diminished in any way and the assets of the trust are available and are sufficient to satisfy that right in full.

11.3 Acknowledgements

The CAR acknowledges and agrees that Integrity may at any time make any of the following inquiries of the CAR or any third party (including other licensees, ASIC, APRA, credit reference bodies, police and court checks):

- (a) to confirm the accuracy of any information provided by the CAR to Integrity;
- (b) to determine whether there are any material omissions from the information provided by the CAR to Integrity; and
- (c) which Integrity reasonably considers are relevant to the appointment and continued appointment of the CAR as its authorised representative.

11.4 Own advice

The CAR acknowledges that the arrangements recorded in this Agreement involve complex legal and taxation issues and it has obtained its own legal and taxation advice before signing this Agreement.

12. CAR'S INDEMNITY

12.1 Indemnity

The CAR agrees to indemnify Integrity against any claim, action, damage, loss, liability, penalty, tax, duty, impost, cost, charge, expense, outgoing or payment (including, without limitation, legal fees on a full indemnity basis) which Integrity sustains or incurs, either directly or indirectly, as a result of:

- (a) services (including, without limitation, any Financial Services) provided by the CAR or any SAR sub-authorised under the provisions of **clause 2.2** of this Agreement;
- (b) the conduct or omissions of the CAR or any SAR sub-authorised under the provisions of **clause 2.2** of this Agreement; or
- (c) a breach of this Agreement by the CAR.

12.2 Integrity's right of set-off

In obtaining its indemnity granted in this clause, Integrity has the right of set-off against any amounts owing from Integrity to the CAR.

13. GUARANTOR'S GUARANTEE AND INDEMNITY

13.1 Guarantee and indemnity

The Guarantor(s):

- (a) guarantee to Integrity the due and punctual performance and observance by the CAR of all of the CAR's obligations contained in or implied under this Agreement (the "**Guaranteed Obligations**"); and

- (b) agree to indemnify Integrity against any claim, action, damage, loss, liability, penalty, tax, duty, impost, cost, charge, expense, outgoing or payment (including, without limitation, legal fees on a full indemnity basis) which Integrity sustains or incurs, either directly or indirectly, as a result of any breach or non-observance by the CAR of any of the CAR's obligations contained in or implied under this Agreement.

13.2 Extent of guarantee and indemnity

This clause applies and the obligations of the Guarantor remains unaffected despite:

- (a) an amendment of this Agreement, whether with or without the knowledge or consent of the Guarantor;
- (b) a rule of law or equity to the contrary;
- (c) an insolvency event affecting a person or the death of a person;
- (d) a change in the constitution, membership, or partnership of a person;
- (e) the partial performance of the Guaranteed Obligations;
- (f) the Guaranteed Obligations not being enforceable at any time (whether by reason of a legal limitation, disability or incapacity on the part of the CAR and whether this Agreement is void ab initio or is subsequently voided) against the CAR;
- (g) Integrity granting any time or other indulgence or concession to, compounding or compromising with, or wholly or partially releasing the CAR or the Guarantor of an obligation; or
- (h) Any other occurrence that might otherwise release, discharge or affect the obligations of the Guarantor under this Agreement.

13.3 Principal and independent obligation

This clause is:

- (a) a principal obligation and is not to be treated as ancillary or collateral to another right or obligation; and
- (b) independent of and not in substitution for or affected by another security interest or guarantee or other document or agreement which Integrity or another person may hold concerning the Guaranteed Obligations.

13.4 Enforcement against Guarantor

Integrity may enforce this clause against the Guarantor without first having to resort to another guarantee or security interest or other agreement relating to the Guaranteed Obligations.

14. TERMINATION OR SUSPENSION

14.1 Termination or suspension by Integrity

Integrity may immediately terminate this Agreement or suspend the CAR's authority under this Agreement by giving written notice to the CAR if the CAR, any director of the CAR or any SAR appointed under **clause 2.2**:

- (a) commits an act of bankruptcy, is unable to pay its debts as they fall due, has an administrator, receiver or liquidator appointed, compounds with its creditors or assigns any of its assets for the benefit of creditors;
- (b) in the opinion of Integrity:
 - (i) commits any offence involving fraud or dishonesty; or
 - (ii) engages in conduct which obliges Integrity to lodge a notification to ASIC under the terms of sections 912D and 922HB of the Act;
- (c) commits any offence which is punishable by imprisonment;
- (d) in the opinion of Integrity, fails to provide the CAR's Services to a satisfactory standard which continues unremedied for 30 days after written notice of that failure has been given to the CAR;
- (e) in the opinion of Integrity, fails to provide Financial Services honestly, efficiently and fairly;
- (f) fails or refuses to comply with any lawful directions given to the CAR by Integrity or a person duly authorised by Integrity;
- (g) commits a breach of any of the provisions of this Agreement which is incapable of being remedied to the reasonable satisfaction of Integrity;
- (h) fails to remedy, to the reasonable satisfaction of Integrity, a breach or default of any of the provisions of this Agreement which is, in the opinion of Integrity, capable of being remedied, within 30 days of receiving notice from Integrity of that breach or default; or
- (i) is not able to be insured in respect of the appropriate level of professional indemnity insurance cover as prescribed by Integrity from time to time.

14.2 Entitlements on termination

- (a) Upon termination of this Agreement whether under **clause 14.1** or otherwise, the CAR is entitled to the CAR's Remuneration payable to the CAR up to and including the date of termination. For the avoidance of doubt, IFP shall deduct from the CAR's Remuneration any costs, damages or losses associated with the CAR or SAR's conduct, including but not limited to the cost of providing Financial Services to the Clients. For the avoidance of doubt, the CAR is not entitled to the CAR's Remuneration accrued after the date of termination.
- (b) The Client records remain the property of Integrity, and will be retained by Integrity unless **clause 14.2(c)** applies.

- (c) Upon termination of this Agreement in circumstances other than under the provisions of **clause 14.1(a)** the CAR may request in writing that in respect of any person who became a Client as a result of the conduct of the CAR and who is acknowledged by Integrity as being serviced by the CAR (the "**CAR's Client**"), that CAR's Client's records and documents held by Integrity, and Integrity's right to any annual, renewal, asset management or trail commissions or fees arising from the provision of Financial Services to the CAR's Client from the date of the written request, be transferred to the CAR's new AFS licensee. Integrity will comply with such a request to the extent that it is capable subject to Integrity's compliance with Integrity's obligations under the common law, equity and statutory or regulatory requirements. The reasonable cost (including the cost of copying the records and documents) as calculated by Integrity in complying with such a request shall be borne by the CAR and such costs will be paid by the CAR prior to Integrity complying with the request. The CAR acknowledges that it is a legal requirement of Integrity to retain a copy of the CAR's Client's records and documents.

14.3 Client Transfer Deed

Integrity is not required to comply with a request made by the CAR under **clause 14.2(c)** until the CAR and the CAR's new AFS licensee has signed a deed containing the terms and conditions upon which Integrity is prepared to transfer the CAR's Clients from Integrity to the CAR's new AFS licensee ("**Client Transfer Deed**"), and copies of all Client records and documents have been obtained by Integrity. The Client Transfer Deed may contain such terms as Integrity in its absolute discretion requires.

14.4 Termination by either Party

This Agreement may be terminated at any time by either Party giving to the other Parties not less than 21 days prior written notice.

14.5 Entitlements during suspension

During the period of suspension, IFP shall retain the CAR's Remuneration. IFP shall deduct from the CAR's Remuneration any costs, damages or losses associated with the CAR or SAR's conduct, including but not limited to the cost of providing Financial Services to the Clients during the period of the suspension.

14.6 Recommencement

Any suspension of authority given under **clause 14.1** will cease on the CAR receiving written notification from Integrity that the suspension has ceased. The CAR may then recommence acting as Integrity's authorised representative in accordance with this Agreement.

15. OBLIGATIONS AFTER TERMINATION

15.1 Restraint

The CAR and the Guarantors must not, and must ensure that their employees, agents, representatives and Associates do not, directly or indirectly in any capacity whatsoever, during the Restraint Period:

- (a) solicit or entice or endeavour to solicit or entice from Integrity or any Related Body Corporate, any director, manager, officer, employee, servant or contractor of Integrity or any Related Body Corporate (whether or not that person would commit a breach of contract by reason of ceasing to serve or act for Integrity or any Related Body Corporate);
- (b) solicit or entice or endeavour to solicit or entice from Integrity or any Related Body Corporate the custom of any person who has, during the Contractual Period, been a Client of Integrity or any Related Body Corporate in respect of whom the CAR, or any SAR appointed under **clause 2.2**, has provided Financial Services in the 12 months before the end of the Contractual Period;
- (c) provide Financial Services to any person who has, during the Contractual Period, been a Client of Integrity or any Related Body Corporate in respect of whom the CAR, or any SAR appointed under **clause 2.2**, has provided Financial Services in the 12 months before the end of the Contractual Period; or
- (d) secure the custom of any person who has, during the Contractual Period, been a Client of Integrity or any Related Body Corporate in respect of whom the CAR, or any SAR appointed under **clause 2.2**, has provided Financial Services in the 12 months before the end of the Contractual Period,

unless the CAR has obtained prior written approval from Integrity to the contrary.

15.2 CAR's Clients

Clause 15.1 does not preclude the CAR or the Guarantors, or any employee, agent, representative or Associate of the CAR or the Guarantors, from soliciting or enticing or securing the custom of, or providing Financial Services to, any person who is a CAR's Client.

15.3 Independence of restraints

Each restraint obligation imposed above (which results from the combination of Restraint Period and restrained conduct) is a separate and independent obligation from the other restraint obligations imposed.

15.4 Reasonableness of restraint

The CAR and the Guarantor agree that each restraint obligation imposed above:

- (a) is reasonable in its extent (as to all of duration, geographical area and restrained conduct) having regard to the interests of each Party to this Agreement;
- (b) extends no further (in any respect) than is reasonably necessary; and
- (c) is necessary to protect the goodwill and established customer connections of Integrity.

15.5 Injunction

The CAR and the Guarantors acknowledge and agree that:

- (a) monetary damages alone would not be adequate compensation to Integrity for breach of **clause 15.1**; and
- (b) Integrity is entitled to seek an injunction or other interim relief from a court of competent jurisdiction if:
 - (i) the CAR or the Guarantors fail to comply with **clause 15.1**; or
 - (ii) Integrity reasonably believes that the CAR or the Guarantors will not comply with **clause 15.1**.

15.6 Liquidated damages

The CAR agrees to pay Integrity an amount equal to the Payment in relation to any Client (other than any person who is a CAR's Client):

- (a) in respect of whom the CAR, or any SAR appointed under **clause 2.2**, has provided Financial Services in the 12 months before the end of the Contractual Period; and
- (b) that ceases to be a client of Integrity and becomes a client of the CAR or a client of the CAR's new principal, employer, or any company in which the CAR, directly or indirectly, or an Associate of the CAR has an interest, during the 12 months after the end of the Contractual Period,

unless the CAR has obtained prior written approval from Integrity to the contrary.

15.7 Continuing access to Client records after termination of this Agreement

- (a) Where Integrity has permitted the CAR to retain Client files, records and documents after the termination of this Agreement, the CAR must unconditionally provide Integrity unrestricted and immediate access to, and the ability for Integrity to make copies of, the Client files, records and documents for a period of not less than 7 years, and for an unrestricted period for the purpose of any actual or threatened litigation or dispute resolution. The costs of access and making copies shall be borne by the CAR.
- (b) Where the CAR intends to act for any other principal, the CAR must obtain an agreement executed by the new principal for the benefit of Integrity, in words approved by Integrity, agreeing to provide Integrity access to the Client files, records and documents.

15.8 Legal costs

In the event of any anticipated or actual litigation, the CAR shall be liable for all Parties' legal costs on a full indemnity basis.

15.9 Marketable securities

Clause 15.715.1 does not preclude a person from owning marketable securities listed on a stock exchange in Australia or elsewhere.

16. MISREPRESENTATION

The CAR must not:

- (a) at any time intentionally make any untrue statement in relation to Integrity or a Related Body Corporate; or
- (b) after the expiration of the Contractual Period wrongfully represent itself as engaged by Integrity as a CAR or connected with Integrity or a Related Body Corporate.

17. NOTICES

17.1 General

A notice, demand, certification, process or other communication relating to this Agreement is to be written in English and may be given by an agent of the sender.

17.2 Method of service

- (a) In addition to any lawful means, a communication may be given by:
 - (i) being personally served on a Party;
 - (ii) being left at the Party's current address for service;
 - (iii) being sent to the Party's current address for service by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid air mail; or
 - (iv) email to the Party's email address for service.

- (b) The notice is regarded as being given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;
 - (ii) if by post within Australia 3 Business Days or in any other case 6 Business Days, from and including the date of postage; or
 - (iii) if by email, when the email appears in the sender's sent items confirming the date, time and addressee's email address.

18. MISCELLANEOUS

18.1 Legal and taxation advice

Each Party represents and warrants to each other Party that it has obtained independent legal and taxation advice (or was given the opportunity to obtain independent legal and taxation advice but elected not to do so) before entering into this Agreement.

18.2 Variation or Amendment

The terms of this Agreement may be varied in writing by Integrity upon 28 days notice. If the CAR or the Guarantors do not wish to accept the variation as notified, the CAR or the Guarantors may terminate this Agreement under **clause 14.4** by giving to the other Parties not less than 21 days prior written notice.

18.3 Severability

- (a) Any provision of, or the application of any provision of, this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

18.4 Waiver and exercise of rights

- (a) A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A Party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

18.5 Governing law

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria.
- (b) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

18.6 Obligations to continue

The obligations of the CAR under **clauses 4(h), 4(x), 8.7(c), 11, 12, 13, 15 and 16** survive expiry of the Contractual Period and are enforceable at any time at law or in equity and continue to the benefit of and are enforceable by Integrity and each Related Body Corporate.

18.7 Entire understanding

To the extent permitted by law:

- (a) this Agreement constitutes the entire agreement between the Parties in relation to its subject matter;
- (b) all prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to, or in any way affecting, the subject matter of this Agreement are replaced by this Agreement and have no further effect; and
- (c) no oral explanation or information provided by any Party to another:
 - (i) affects the meaning or interpretation of this Agreement; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the Parties.

Executed as an agreement:

EXECUTED by **INTEGRITY FINANCIAL PLANNERS PTY LTD** (ACN 069 537 855) in accordance with section 127 of the Corporations Act 2001:

.....
Signature of Sole Director

.....
Signature of Witness

.....
Name of Sole Director

.....
Name of Witness

EXECUTED by **#111# as trustee for the #666#** (ACN #222#) in accordance with section 127 of the Corporations Act 2001:

.....
Signature of Director/Secretary

.....
Signature of Witness

.....
Name of Director/Secretary

.....
Name of Witness

.....
Signature of Director

.....
Signature of Witness

.....
Name of Director

.....
Name of Witness

Executed by **#444#**

.....
Signature of #444a#

.....
Signature of Witness

.....
Name of Witness

SCHEDULE 1 - CAR's Remuneration

The following terms apply from 15th August 2019 and are subject to change as determined by IFP and in accordance with this agreement:

Adviser Gross Earnings*	Dealer Fee	Details
All Advisers	\$9,000	Fixed rate deducted at \$375.00 from each bi monthly payment
First \$120,000	11.5%	Rate applies to all earnings during the financial year up to \$120,000
From \$120,000 to \$250,000	6.5%	Rate applies to earnings during the financial year over \$120,000
From \$250,000 to \$500,000	5.5%	Rate applies to earnings during the financial year over \$250,000
Over \$500,000	Nil	Rate applies to earnings during the financial year over \$500,000

Where earnings are expected to exceed \$500,000 IFP and the representative may agree to replace the above Dealer Fees with a fixed Dealer Fee of \$45,000 per year, to be deducted in equal instalments from each bi-monthly remuneration payment. Please see attached Licensee Fee Schedule.

The above Dealer Fees are charged to businesses on the basis that the business operates with a single individual representative who is authorised to provide financial product advice to clients.

IFP may apply an additional levy per year for each additional individual authorised representative who is an employee of the business and who is authorised to provide financial product advice to clients. The levy will be deducted in equal instalments from each bi-monthly remuneration payment. This levy will be applied on an increasing scale for each additional individual authorised representative until 2021/22, as follows:

- \$5,000 for 2019/20
- \$6,000 in 2020/21
- \$7,000 in 2021/22

In addition, IFP may deduct certain cost recovery levies as agreed from time. Currently these include (but are not limited to) recoveries for:

- PI Insurance
- Financial Planning Software
- Individual FPA membership
- Legal Costs
- Complaints Handling costs
- ASIC Industry Funding Levy
- Code Monitoring Body membership

* Adviser Gross Earnings is the amount received by IFP before the deduction of any Dealer Fees or other levies.

All fixed dollar fees and earnings thresholds quoted are inclusive of GST at 10%. Any change to GST rate will result in a review of these figures.

Reversals of Corporate Authorised Representative Remuneration

A reversal of Corporate Authorised Representative Remuneration will occur where Integrity is reimbursed by the Corporate Authorised Representative for any fees, commissions or brokerage that has to be repaid to an Issuer or a Client. All reversals of Corporate Authorised Representative Remuneration shall be a debit to the Corporate Authorised Representative's Remuneration Account.

If the Corporate Authorised Representative's Remuneration Account shall at any time show a debit balance then the amount of the debit balance shall constitute a debt owing by the Corporate Authorised Representative to Integrity which shall be payable on demand. At Integrity's option and at its sole discretion, Integrity may demand the Corporate Authorised Representative to repay the debt in full immediately or alternatively allow the debt to remain owing to Integrity and be offset against amounts that shall be credited to the Corporate Authorised Representative's Corporate Remuneration Account from time to time.

Upon termination of this Agreement the amount of any debit balance in the Corporate Authorised Representative's Remuneration Account shall be immediately repayable in full by the Corporate Authorised Representative to Integrity.

Any reversals of Corporate Authorised Representative Remuneration occurring after the date of termination of this Agreement shall constitute a debt owing by the Corporate Authorised Representative to Integrity and shall be immediately repayable in full by the Corporate Authorised Representative.

Integrity may, in its absolute discretion, make advance payments to the Corporate Authorised Representative against prospective Corporate Authorised Representative Remuneration to be earned. Such advance payments shall be a debit to the Corporate Authorised Representative's Remuneration Account.

Integrity may, in its absolute discretion, make loans to the Corporate Authorised Representative under such terms and conditions as Integrity may determine from time to time. Any loan made to the Corporate Authorised Representative by Integrity shall constitute a debt by the Corporate Authorised Representative to Integrity which shall be payable on demand.

Professional Indemnity Insurance Fee

The professional indemnity insurance fee (PII fee) is payable for each authorised representative (advice and non-advice advisers) on an annual basis. Payments are premium funded on a monthly basis over a 10 month period.

- Payments are due for a 12 month Insurance policy period and are calculated based on the Corporate Authorised Representative's proportional contribution to the overall revenue of all Authorised Representatives of Integrity.

This is determined in September yearly. An estimated contribution will be deducted for any commencements part way through the year and a final rebalance will be completed at the end of the insurance period. Should the Corporate Authorised Representative cease to be authorised during the 10 month funding period any outstanding payments will be due.

ASIC Levy

Integrity may charge the Representative an amount in respect of any regulatory levies, fees or charges imposed or to be imposed by ASIC (**“ASIC Levy”**). It is acknowledged by all parties that the amount of the ASIC Levy may not be known initially, and that it may be necessary for Integrity to predict the amount of the ASIC Levy well in advance. Once Integrity informs the Representative of the amount which Integrity believes may be payable (**“the Predicted Amounts”**) in respect of the ASIC Levy, Integrity may withhold the Predicted Amounts from any monies which would otherwise be due from Integrity to the Representative or may request that the Representative pay the Predicted Amount to Integrity within 7 days of request.

Government Charges

The Representative will pay any amounts reasonably requested by Integrity in respect of any government charges which are levied upon Integrity in respect of the Representative, or which are calculated by the number of representatives authorised by Integrity.

SCHEDULE 2 - CAR's Services

To act as IFP's authorised representative within the meaning of Chapter 7 of the *Corporations Act 2001*, and to meet and comply with the standards, policies and procedures as set out in the Manuals as amended from time to time.

#111# is hereby authorised to:

- provide financial product advice; and
- to deal in a financial product by arranging for another person to apply for, acquire, vary or dispose of financial products;

in respect of the following classes of financial products:

- deposit and payment products;
- debentures, stocks or bonds issued by a government;
- investment life insurance products;
- life risk insurance products;
- interests in managed investment schemes;
- retirement savings accounts;
- securities; and
- superannuation (including Self Managed Superannuation)

on behalf of Integrity Financial Planners Pty Ltd.

Financial services provided under this authorisation must be delivered by and in association with a natural person who is also an authorised representative of Integrity Financial Planners Pty Ltd. No employee of the Representative is authorised to provide financial services on behalf of the Representative or Integrity Financial Planners unless expressly authorised by Integrity Financial Planners to do so.

The Authorised Representative is not authorised to appoint any individual to provide financial services on behalf of the licensee.

(Insert or edit any particular services to be provided as per the CAR's Authorisation Certificate, and any restrictions.)

SCHEDULE 3 – Authorised Representative Certificate of Authorisation

To: **#111# as trustee for the #666#**
#333#

Date: **#777#**

We hereby give notice that you are authorised by **#ggg#** to act on behalf of **#ggg#** to:

- provide financial product advice; and
- to deal in a financial product by arranging for another person to apply for, acquire, vary or dispose of financial products;

in respect of the following classes of financial products:

- deposit and payment products;
- debentures, stocks or bonds issued by a government;
- investment life insurance products;
- life risk insurance products;
- interests in managed investment schemes;
- retirement savings accounts;
- securities; and
- superannuation (including Self Managed Superannuation)

Financial services provided under this authorisation must be delivered by and in association with a natural person who is also an authorised representative of Integrity Financial Planners Pty Ltd. No employee of the Representative is authorised to provide financial services on behalf of the Representative or Integrity Financial Planners unless expressly authorised by Integrity Financial Planners to do so.

The Authorised Representative is not authorised to appoint any individual to provide financial services on behalf of the licensee.

This authorisation will continue until terminated under the provisions of this Agreement.

EXECUTED by **INTEGRITY FINANCIAL PLANNERS PTY LTD** (ACN 069 537 855) in accordance with section 127 of the Corporations Act 2001:

.....
Signature of Director/Secretary

.....
Signature of Witness

.....
Name of Director/Secretary

.....
Name of Witness

.....
Signature of Director

.....
Signature of Witness

.....
Name of Director

.....
Name of Witness

SCHEDULE 4 – Other Business Interests

(Insert)

(if none, write "NIL")