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### **Template Information Form**

**Name of Template:**

SAR Deed

**Warnings and unusual features:**

See warnings above

Also be careful about execution and witnessing. It is probably not effective for a person to witness a signature electronically (e.g. by skype). Be sure that if a person signs this agreement, the execution is actually done by the person on the paper document, and the same by their witness, and then the signed paper copy is returned to you, or a scanned copy returned to you, with the original document to follow by post. You may need to rely on this document to recover large sums of money.

**Cross references to related documents:**

CAR Agreement – See warning above

**Commentary:**

**Instruction Page**  
(do not include in final document)

Description	
Year of agreement	#888#
CAR's full name (uppercase)	#111#
CAR's full ACN	#222#
CAR's full address e.g company's actual address, rather than the Licensee's address	#333#
SAR's full name (uppercase)	#444#
SAR's full name (lowercase)	#555#
SAR's full <u>residential</u> address	#666#
Trust's full name (for the Corporate Authorised Representative (CAR) – uppercase) – if no trust arrangement, remove this – there are 2 references – one at the beginning and one at the end of the Deed	#777#

Complete/check highlighted sections manually

Do not delete this page prior to review by principal

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**SUB-AUTHORISED REPRESENTATIVE DEED**  
**INTEGRITY FINANCIAL PLANNERS PTY LTD - ACN 069 537 855**  
**#444#**

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**THIS DEED IS MADE ON** .....#888# (the "**Deed**")

**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 #777#** (ACN #222#) of #333#

("Corporate Authorised Representative" or "**CAR**")

**AND:**           **#444#** of #666#

("Sub-Authorised Representative" or "**SAR**")

(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 has appointed the CAR to act on behalf of Integrity in relation to Integrity's business.
- C. Integrity has agreed, at the request of the CAR, to consent to the SAR acting for the CAR in the provision of the CAR's services in relation to Integrity's business, in accordance with the terms of the agreement between Integrity and the CAR.
- D. In consideration for the consent by Integrity referred to in **paragraph C**, at the request of the CAR, the CAR agrees to guarantee to Integrity the obligations and liabilities of the SAR to Integrity under this Deed.
- E. The Parties have agreed to enter into this Deed to evidence the terms and conditions under which the SAR acts.

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

#### **1.1 Interpretation**

All terms and expressions used in this Deed, unless otherwise defined or the context otherwise appears, have the same meanings as defined in the *Corporations Act 2001*.

## 1.2 Definitions

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

**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.

**AFS** means Australian financial services.

**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 SAR 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 Agreement** means the Corporate Authorised Representative Agreement between Integrity and the CAR, as amended or replaced from time to time.

**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 Deed.

**Confidential Information** means any and all information disclosed to or otherwise obtained by the SAR from Integrity or a third party acting on behalf of Integrity before or after the date of this Deed 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 Deed.

**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 SAR with which the SAR 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 Deed.

**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 Deed 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 Sub-Authorised Representative being a natural person authorised by a Corporate Authorised Representative of Integrity to provide specified Financial Services on behalf of Integrity, and such authorisation being consented to by Integrity, in accordance with the provisions of section 916B(3) of the *Corporations Act 2001*.

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

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

**Schedule** means a schedule to this Deed.

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

- (a) Integrity has not authorised the SAR to provide Advice to Clients, or deal in on behalf of Clients; or
- (b) Integrity had not authorised the SAR 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 Deed, 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 Deed 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 Deed:
  - (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 Deed.

#### 1.4 **Supersedes all previous agreements**

This Deed 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 Deed.

#### 1.6 **Business Days**

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

### 1.7 Relationship between Deed and Manuals

- (a) The Parties agree that, if there is any inconsistency between this Deed and the Manuals, this Deed prevails to the extent of the inconsistency.
- (b) For the avoidance of doubt, the Manuals are not taken to be inconsistent with this Deed 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 Deed.

## 2. AUTHORISED ACTIVITIES

Integrity consents to the SAR's appointment 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 communicated by Integrity to the SAR, from time to time:

- (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 SAR 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**.

## 3. UNAUTHORISED FINANCIAL PRODUCTS

- (a) The SAR 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 SAR 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 the 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, SAR or Integrity.

## 4. UNDERTAKINGS BY THE SAR

The SAR 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 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 the SAR undertakes that they will obtain and maintain an up to date knowledge and understanding of the terms and materials contained in the Manuals;
- (e) comply with all of the terms of this Deed;
- (f) 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 Deed does not prevent, and the prior written consent of Integrity will not be required if, the SAR 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 Deed does not prevent the SAR borrowing money from family members of the SAR, however the prior written consent of Integrity will be required if those family members are also Clients;
- (g) keep regular and accurate accounts and business records of all transactions effected by the SAR and make such accounts and records available for inspection by Integrity upon request;
- (h) lodge with ASIC as necessary all returns, reports, forms, statements or other documents lawfully required;
- (i) ensure that the SAR's letterhead, business cards and other stationery complies with the Law and ASIC Regulatory Guides as well as all of the standards prescribed by Integrity from time to time;
- (j) not use Integrity's name, logo or other intellectual property other than for the purpose of promoting Integrity unless otherwise agreed in writing with Integrity;
- (k) ensure that all correspondence, stationery, promotional materials and publications of any kind issued or distributed by the SAR are subject to Integrity's prior written approval, and contains such disclaimer and disclosure statements in the form provided in writing from time to time by Integrity;
- (l) send by post, remit, pay or cause to be paid in full to an office of the Issuer, all moneys received by the SAR 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;

- (m) attend, and participate in or complete online, all competency, compliance, educational and training programs conducted, arranged or prescribed by Integrity for its SARs from time to time;
- (n) warrant to Integrity that all information given by the SAR to the Corporate Authorised Representative and Integrity to enable Integrity to determine whether to enter into this Deed is true, complete and correct, and that no information has been omitted;
- (o) immediately inform Integrity of any information, act or omission by any person that may affect the SAR's ability to act as a SAR, impacts on the SAR's standing as a fit and proper person or breaches standards prescribed by Integrity from time to time;
- (p) immediately inform Integrity in writing of any concerns that may affect the SAR's ability to comply with the FASEA code;
- (q) immediately inform Integrity of any act or omission which comes to the knowledge of the SAR that constitutes a breach of a condition of Integrity's licence;
- (r) immediately inform Integrity of any act or omission which comes to the knowledge of the SAR that may result in any loss or liability to Integrity;
- (s) immediately inform Integrity of any complaint, threat of litigation or claim against the SAR, the Corporate Authorised Representative or Integrity;
- (t) immediately inform Integrity of any change in professional memberships held by the SAR;
- (u) if at any time Integrity becomes liable for any cost or expense as a result of the SAR or a person associated with the SAR being classified as, treated as, or deemed to be an employee of Integrity, the SAR 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;
- (v) allow persons nominated by Integrity unrestricted and immediate access to any premises, documents or records for any matter related to this Deed; and
- (w) allow Integrity to provide information regarding the SAR to third parties where enquires are made for the purpose of reference checking; and
- (x) maintain proper and secure custody of all Client's records and use the SAR's best endeavours to prevent the use or disclosure of a Client's record by a third party.

## 5. PROHIBITIONS

During the term of this Deed, the SAR 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 SAR is authorised to conduct any activity or dealing in Financial Products on behalf of Integrity other than the activities authorised under this Deed;
- (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 SAR 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 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, 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 make statements relating to Integrity or Financial Products 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); or
- (i) 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 SAR

### 6.1 CAR to authorise SAR on Integrity's behalf

- (a) The Corporate Authorised Representative, in its capacity as an authorised representative of Integrity, will give the SAR a written notice in the form in **Schedule 3** authorising the SAR, for the purposes of Chapter 7 of the *Corporations Act 2001*, to provide specified Financial Services on behalf of Integrity (the "**Corporate Authorised Representative Notice**").

- (b) The Corporate Authorised Representative Notice is given under the provisions of section 916B(3) of the *Corporations Act 2001*, and is subject to Integrity issuing Integrity's Consent within the meaning of **clause 6.2**. An executed copy of the Corporate Authorised Representative Notice will be provided to Integrity within 2 Business Days of the SAR being appointed by the Corporate Authorised Representative.

## 6.2 Integrity's Consent

- (a) The validity of the Corporate Authorised Representative Notice referred to in **clause 6.1** is subject to consent given in writing by Integrity to the Corporate Authorised Representative and the SAR ("**Integrity's Consent**").
- (b) Integrity's Consent will be in the form contained in **Schedule 4**.

## 6.3 Relationship between SAR and Integrity

The SAR renders the SAR's Services to Integrity as an independent sub-contractor, acting for the Corporate Authorised Representative, 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.

## 6.4 Acknowledgements

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

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

## 6.5 Own advice

The SAR acknowledges that the arrangements recorded in this Deed involve complex legal and taxation issues and the SAR has obtained, or has been given the opportunity to obtain, its own legal and taxation advice before signing this Deed.

## 6.6 SAR's Remuneration

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

## 7. FEES, TAXES, LEVIES OR CHARGES

### 7.1 Fees, taxes, levies or charges

The SAR 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 SAR acting for Integrity and to the extent that those fees, levies or charges have not been already recovered by Integrity from the CAR.

## 7.2 **Reimbursement of fees or loss of commissions**

The SAR will reimburse Integrity any amounts that Integrity pays in relation to the reimbursement of fees or commissions or other payments to the SAR's Clients (as defined in **clause 12.2**), or return of commissions or other payments to the Issuer of a Financial Product, as a result of the SAR not delivering part or all of the services that the CAR's Client (as defined in **clause 14.2** of the CAR Agreement) was entitled to or reasonably expected to be provided.

## 7.3 **Payment terms**

The SAR will pay the requested amounts described in **clauses 7.1** and **7.2** within 7 days of the request.

The obligation of the SAR to pay Integrity the amounts described in **clauses 7.1** and **7.2** is a principal obligation and is not to be treated as ancillary or collateral to any other right that Integrity may have. Integrity may enforce this clause against the SAR without first having to first seek recovery from the CAR.

# 8. **PERFORMANCE**

## 8.1 **Manner of performance of SAR's Services**

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

## 8.2 **Utmost good faith**

The SAR must act with the utmost good faith in all of the SAR's dealings with Integrity or any Related Body Corporate.

## 8.3 **Duty not to harm Integrity**

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

## 8.4 **Provide reports to Integrity**

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

#### 8.5 **Other business interests**

The SAR has informed Integrity that the only businesses, ventures and commercial associations with which it is involved are those listed in **Schedule 5**. The SAR 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 SAR's involvement changes.

### 9. **RECIPIENT CREATED TAX INVOICES**

- (a) Integrity and the SAR 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 the Deed.
- (c) The SAR will not issue invoices or tax invoices in respect of supplies pursuant to the Deed.

### 10. **CONFIDENTIAL INFORMATION**

#### 10.1 **Acknowledgment**

The SAR 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 SAR 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 SAR's responsibilities and duties under this Deed.

#### 10.3 **Use of Confidential Information**

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

#### 10.4 **Confidential Information in the public domain**

Subject to **clause 10.5**, 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 SAR, then to the extent that the Confidential Information is public, the SAR'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 SAR is informed by Integrity in writing to the contrary.

#### 10.6 **Security**

The SAR must:

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

#### 10.7 **Delivery**

The SAR 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. **INDEMNITY**

#### 11.1 **SAR's indemnity**

The SAR 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) the conduct or omissions of the SAR; or
- (b) a breach of this Deed by the SAR.

#### 11.2 **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 SAR.

### 12. **TERMINATION OR SUSPENSION**

### 12.1 Termination or suspension by Integrity

Integrity may immediately terminate this Deed or suspend the SAR's authority under this Deed by giving written notice to the SAR if the SAR, the Corporate Authorised Representative, or a director of the Corporate Authorised Representative:

- (a) commits an act of bankruptcy, is unable to pay its debts as they fall due, 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 section 912D and 922HB of the *Corporations Act 2001*;
- (c) commits any offence which is punishable by imprisonment;
- (d) in the opinion of Integrity, fails to provide the SAR's Services to a satisfactory standard which continues unremedied for 30 days after written notice of that failure has been given to the SAR;
- (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 SAR by Integrity or a person duly authorised by Integrity;
- (g) commits a breach of any of the provisions of this Deed 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 Deed 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.

### 12.2 Entitlements on termination

- (a) Upon termination of this Agreement whether under **clause 12.1** or otherwise, the SAR is entitled to the SAR's Remuneration payable to the SAR up to and including the date of termination. For the avoidance of doubt, IFP shall deduct from the SAR'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 SAR is not entitled to the SAR'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 12.2(c)** applies.

- (c) Upon termination of this Agreement in circumstances other than under the provisions of **clause 12.1(a)** the SAR may request, in writing that, in respect of any person who became a Client as a result of the conduct of the SAR and who is acknowledged by Integrity as being serviced by the SAR (the "**SAR's Client**"), that 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 Client from the date of the written request, be transferred to the SAR'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 SAR and such costs will be paid by the SAR prior to Integrity complying with the request. The SAR acknowledges that it is a legal requirement of Integrity to retain a copy of the Client's records and documents.

### 12.3 Termination by either Party

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

### 12.4 Entitlements during suspension

During the period of suspension, IFP shall retain the SAR's Remuneration. IFP shall deduct from the SAR'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.

### 12.5 Recommencement

- (a) Any suspension of authority given under **clause 12.1** will cease on the SAR receiving written notification from Integrity that the suspension has ceased.
- (b) The SAR may then recommence acting as Integrity's authorised representative in accordance with this Deed.

## 13. OBLIGATIONS AFTER TERMINATION

### 13.1 Restraint

The SAR must not, and must ensure that the SAR's 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 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);

- (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 SAR 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 SAR 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 SAR has provided Financial Services in the 12 months before the end of the Contractual Period,

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

### 13.2 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.

### 13.3 Reasonableness of restraint

The SAR agrees 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 Deed;
- (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.

### 13.4 Injunction

The SAR acknowledges and agrees that:

- (a) monetary damages alone would not be adequate compensation to Integrity for breach of **clause 13.1**; and
- (b) Integrity is entitled to seek an injunction or other interim relief from a court of competent jurisdiction if:
  - (i) the SAR fails to comply with **clause 13.1**; or
  - (ii) Integrity reasonably believes that the SAR will not comply with **clause 13.1**.

### 13.5 Liquidated damages

The SAR agrees to pay Integrity an amount equal to the Payment in relation to any Client:

- (a) in respect of whom the SAR 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 SAR or a client of the SAR's new principal, employer, or any company in which the SAR, directly or indirectly, or an Associate of the SAR has an interest, during the 12 months after the end of the Contractual Period,

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

This provision does not apply in relation to any person who is a CAR's Client within the meaning of **clause 12.2(c)** of the CAR Agreement.

### 13.6 **Continuing access to Client records**

Where Integrity has permitted the SAR to retain Client files, records and documents after the termination of this Deed, the SAR 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 SAR.

Where the SAR intends to act for any other principal, the SAR 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.

### 13.7 **Legal costs**

In the event of any anticipated or actual litigation in relation to **clause 13**, the Parties agree that the SAR shall be liable for all of the Parties' legal costs on a full indemnity basis.

### 13.8 **Marketable securities**

**Clause 13.1** does not preclude a person from owning marketable securities listed on a stock exchange in Australia or elsewhere.

## 14. **MISREPRESENTATION**

The SAR 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 himself or herself as engaged by Integrity or connected with Integrity or a Related Body Corporate.

## 15. **NOTICES**

### 15.1 **General**

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

### 15.2 **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.

## **16. MISCELLANEOUS**

### **16.1 Legal advice**

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

### **16.2 Variation**

The terms of this Deed may be varied in writing by Integrity upon 28 days notice. If the CAR and/or the SAR does not wish to accept the variation as notified, the CAR and/or the SAR may terminate this Deed under the provisions of **clause 12.3** by giving to the other Parties not less than 21 days prior written notice.

### **16.3 Severability**

- (a) Any provision of, or the application of any provision of, this Deed 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 Deed 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.

### **16.4 Waiver and exercise of rights**

- (a) A single or partial exercise or waiver of a right relating to this Deed 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.

**16.5 Governing law**

- (a) The Deed 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.

**16.6 Obligations to continue**

The obligations of the SAR under **clauses 4(g), 4(t), 10, 11, 13 and 14** survive expiration 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.

**16.7 Counterparts**

This Deed may be executed in any number of counterparts and all counterparts taken together will constitute one Deed.

**16.8 Entire understanding**

To the extent permitted by law:

- (a) this Deed and any related CAR 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 Deed are replaced by this Deed 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 Deed; or
  - (ii) constitutes any collateral agreement, warranty or understanding between any of the Parties.

**Executed** as a deed:

**SIGNED SEALED and DELIVERED** 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

**SIGNED SEALED and DELIVERED** by **#111#** as  
**trustee for the #777#** (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

**SIGNED SEALED and DELIVERED** by **#444#**

.....  
Signature of #555#

.....  
Signature of Witness

.....  
Name of Witness

**SCHEDULE 1 - SAR'S Remuneration**

(Insert as per FSG details)

(if none, write "NIL")

**SCHEDULE 2 - SAR'S Services**

To provide services as the authorised natural person, acting as Integrity's authorised representative, within the meaning of Section 916B(3) 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.

**(Insert any particular services to be provided, and any restrictions.)**

**SCHEDULE 3 - CAR Notice**

To: **#444#**  
**#666#**

Date: .....#888#

We hereby give notice, under **clause 6.1** of this Deed, that you are authorised by us, subject to Integrity’s Consent, to act on behalf of Integrity and provide the following Financial Services:

(What products is the SAR allowed to give advice on, or is it all financial services that the Licensee is authorised under their AFSL?)

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

**SIGNED SEALED and DELIVERED by #111# as trustee for the #777# (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

**SCHEDULE 4 - Integrity's Consent**

To:               **#444#**  
                      **#666#**

Date:             .....**#888#**

We hereby give notice, under **clause 6.2** of this Deed, of Integrity's consent to the above named individual acting on behalf of Integrity within the express terms of the Corporate Authorised Representative's Notice as set out in **Schedule 3** of this Deed.

This consent will continue until terminated under the provisions of this Deed.

**SIGNED SEALED and DELIVERED** 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 5 – Other Business Interests**

(Insert)

(if none, write "NIL")