

# Premium Portfolio Service Third Party Authority

Macquarie Investment Management Limited ABN 66 002 867 003 AFSL 237492 RSEL L0001281. Macquarie Superannuation Fund ABN 65 508 799 106 RSE R1004496. Macquarie Bank Limited ABN 46 008 583 542 AFSL 237502 is the issuer of the Macquarie Cash Management Account (CMA).

Use this form to authorise someone else to view or operate your Premium Portfolio Service account on your behalf and specify the level of authority you wish to give them. Please note that this form does not enable a third party to place trades on your account through the Premium Portfolio Service website. Your adviser is able to do this as part of their authority to operate your Premium Portfolio Service account. For Investment accounts, this form also allows you to authorise a third party, including your adviser, to operate the CMA.

Please refer to *Terms relating to each of the levels of authority* in section 6 to learn more about authority levels.

Please use black ink and mark boxes  $\square$  with an  $(\checkmark)$ 

# 1. Your account details

Account number:

Account name:

To authorise a company or other third party firm **>** go to section 2

To authorise an individual **b** go to section 3

To authorise both **>** complete both sections 2 and 3

Please ensure account holders sign **section 5**. If not already supplied, Individuals will need to provide their identification. Further information is available at **macquarie.com.au/idforms.** 

# 2. Appointment of a financial services company

You can use this section to appoint a company or other firm such as a financial advisory firm, stockbroking firm, accounting firm or administrator to have access to your Premium Portfolio Service account.

Company/firm name:

Wrap Third Party code (if known):

Name of Company representative:

#### Is this company already registered?

Yes No, please also have the company/firm complete the Wrap Third Party registration form

The company will automatically receive Enquiry access for Premium Portfolio Service Investment and Super accounts.

Company Code/Bulk Transacting Code (if known):

For Premium Portfolio Service Investment accounts only, if you want the company to transact on your CMA, please select the level of authority you are giving:

Authorised Signatory Authority1General Withdrawal AuthorityGovernment/Tax Payment AuthorityFee Authority

Enquiry Authority

# 3. Appointment of an individual

#### **First individual**

#### A. What level of Authority are you appointing?

If you are unsure of the type of authority, please refer to **Terms** relating to each of the levels of authority in section 6.

#### Authorised signatory (for Investment accounts only).

This provides the individual with signing authority on the CMA and with ClientView access on your Premium Portfolio Service account. Premium Portfolio Service Super or Pension accounts will receive 'enquiry only' if this option is selected.

#### What are the operating instructions?

any to sign	
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all to sign other, please specify:

**Government - Tax Payment Authority (for Investment accounts and available to Advisers only).** This enables your Adviser to make tax payments online on your behalf from the CMA and gives ClientView access on your Premium Portfolio Service account. Premium Portfolio Service Super and Pension accounts will receive 'enquiry only' if this option is selected.

**Enquiry only –** This provides the individual with the ability to access information and view your Premium Portfolio Service account.

#### Second individual

#### A. What level of Authority are you appointing?

If you are unsure of the type of authority, please refer to **Terms** relating to each of the levels of authority in section 6.

#### Authorised signatory (for Investment accounts only).

This provides the individual with signing authority on the CMA and with ClientView access on your Premium Portfolio Service account. Premium Portfolio Service Super or Pension accounts will receive 'enquiry only' if this option is selected.

#### What are the operating instructions?

any to sign	all to sign	other, please specify:
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**Government - Tax Payment Authority (for Investment accounts and available to Advisers only).** This enables your Adviser to make tax payments online on your behalf from the CMA and gives ClientView access on your Premium Portfolio Service account. Premium Portfolio Service Super and Pension accounts will receive 'enquiry only' if this option is selected.

**Enquiry only –** This provides the individual with the ability to access information and view your Premium Portfolio Service account.

<sup>1.</sup> If you selected Authorised Signatory authority, additional identification may be required. Further information is available at macquarie.com.au/idforms. A Financial Services Company must be registered with Macquarie before it can be given access to/authority on the account.

# 3. Appointment of an individual (continued)

First individual (continued)	Second individual (continued)
B. Details of first individual	B. Details of second individual
This section is to be completed by the first individual appointed	This section is to be completed by the second individual appointed
Title:	Title:
Full name:	Full name:
Any other name known by:	Any other name known by:
Date:	Date:
Residential address (cannot be a post office box):	Residential address (cannot be a post office box):
Occupation:	Occupation:
Mother's maiden name:	Mother's maiden name:
Macquarie Access Code (if known):	Macquarie Access Code (if known):
If you do not have a Macquarie Access Code, we will generate one and send it to the address provided.	If you do not have a Macquarie Access Code, we will generate one and send it to the address provided.
Phone number:	Phone number:
Email address:	Email address:
C. Declaration of first individual	C. Declaration of second individual
By completing this form, you accept and agree to be bound by the terms and conditions contained in the offer document. If you do not already have a copy of the offer document you can obtain it from <b>yourwrap.com.au/pps</b> or by contacting us.	By completing this form, you accept and agree to be bound by the terms and conditions contained in the offer document. If you do not already have a copy of the offer document you can obtain it from <b>yourwrap.com.au/pps</b> or by contacting us.
Signature:	Signature:
Date:	Date:

Premium Portfolio Service Third Party Authority

# 4. Would you like to cancel a Third Party Authority or Company access on your Premium Portfolio Service account?

#### No Yes, please specify name:

Existing authorities will remain on your Premium Portfolio Service account if this section is not completed.

## 5. Declaration and signature of account holders

For personal accounts, all account holders must sign. For company accounts two directors, a director and a secretary, or a sole director must sign. Please note that the directors/secretary who sign must be existing account signatories. This form must contain an original signature(s) - digitally inserted signatures will not be accepted.

I/we:

- accept and agree to be bound by the terms and conditions in the applicable offer document and in section 6 of this form, that relate to the appointment of third party authorities, and
- authorise the company/dealer group whose name appears in section 2 (appointee), which includes the individual signatories appointed by the company/dealer group, OR the individual(s) whose signature(s) appear in section 3, to operate my/our account, and
- acknowledge that, even if I/we do not make use of Macquarie's various electronic and telephone services, the appointee(s) may be able to make use of those services in operating my/our account on my/our behalf.

Signature 2:

#### Signature 1:

Title:	Date:	Title:	Date:
Name:		Name:	

If a company officer, your corporate title:

If a company officer, your corporate title:

# 6. Terms and conditions

#### Terms and conditions for Third Party Online Access

#### Background

- 1. Macquarie maintains and offers a facility by which users are able to access Macquarie software containing client data, by way of internet. This facility which includes associated data, information and software owned by or licensed to Macquarie, is referred to throughout these conditions of use as Macquarie Online. Macquarie agrees to allow a third party access to and use of the Macquarie Online, on the conditions of use below.
- 2. "Macquarie" refers to Macquarie Bank Limited, Macquarie Investment Management Limited, Macquarie Equities Limited, and every other member of the Macquarie Group, their employees and agents.
- 3. "Third Party" refers to any other party that you give access to view your account online, including companies, firms or sole traders. If applicable "Third Party" may also refer to administrative staff of the company or firm.

#### Conditions of use

- 1. You authorise a "Third Party" to view the information of your account on Macquarie Online.
- You authorise the "Third Party" to use the Macquarie Online service to view your account, if permitted by Macquarie: 2.
  - a. for legitimate purposes, and
  - b. in accordance with the terms and conditions of use, and
  - c. not to interfere with or damage (or attempt to interfere or damage) any code, data, or software associated with Macquarie Online.

# 6. Terms and conditions (continued)

#### Terms and conditions for Third Party Online Access (continued)

#### Conditions of use (continued)

- 3. You will notify Macquarie immediately if:
  - a. you suspect the third party is using the access without your authorisation, or
  - b. you believe the third party is breaching any of these conditions of use.
- 4. You:
  - a. accept full responsibility and you indemnify Macquarie for any expense, loss or liability (howsoever characterised or caused) incurred as a result of the Third Party using Macquarie Online, and
  - b. release us from claims and liabilities in connection with any act or omission relating to the appointment of a third party to your account.
- 5. Anything associated with or available through Macquarie Online belongs to Macquarie or other third persons and is protected by intellectual property rights.
- 6. Macquarie will use reasonable efforts to provide (but does not warrant that it will provide):
  - a. access to Macquarie Online for the third party at all reasonable times, and
  - b. reliable data and information, to the extent that it is within its control. Macquarie takes no responsibility for the reliability of data and information outside its control.
- 7. Where you give authority to a company, firm or sole trader:
  - a. the company, firm, or sole trader will give us details of people who can view your account on their/its behalf
  - b. you acknowledge and agree that the company, firm, or sole trader may do this
  - c. the company or firm must tell us in writing if any nominated person no longer has authority. If we have not been advised in writing that the person no longer has authority, then that person may still view your account and you cannot claim that he or she is not acting for you until we are told by the company or firm in writing.
- 8. Subject to conditions and warranties implied by legislation, Macquarie excludes:
  - a. liability for any delay, interruption, or unavailability of Macquarie Online and for any inaccuracy or incompleteness of data provided to a third party and available online, and
  - b. all terms implied by statute, general law, or custom except ones that may not be excluded. If Macquarie breaches any condition or warranty implied by legislation into a contract with a consumer, Macquarie limits its liability for that breach to a resupply of the goods or services in respect of which the breach occurred.
- 9. Macquarie reserves the right to:
  - a. change any of these conditions of use at any time and you agree to comply with those changes from the time you are notified (which may be by a notice on the Macquarie website or by any other form of notice), and
  - b. suspend or cancel the appointment of a third party as an authority on your account without telling you in writing.
- 10. This authority takes effect on the date that we amend our records to note the appointment and continues until you cancel it by telling us in writing. Cancellation also takes effect on the date that we amend our records to note the change.

#### General terms which apply to all levels of authority

- 1. Only you may appoint a third party to access or withdraw from your account.
- 2. If you appoint a third party to withdraw from your account, they will automatically be able to enquire on your account, also.
- 3. Withdrawals may be for any amount and may be made at varying intervals of time.
- 4. You:
  - a. indemnify us against all loss, liabilities and costs incurred directly or indirectly as a result of the appointment of a third party
  - b. indemnify us against all loss, liabilities and costs incurred directly or indirectly in connection with any action by a third party under their appointment or any payment made from your account, on their instruction
  - c. release us from all claims and liabilities in connection with any act or omission relating to the appointment of a third party to your account, and
  - d. release us from all claims and liabilities in connection with any action by a third party under their appointment or any payment made from your account on their instruction.
- 5. However, we remain liable for any loss or liability which, by operation of law we cannot exclude.
- 6. This authority takes effect on the date that we amend our records to note the appointment and continues until you cancel it by telling us in writing. Cancellation also takes effect on the date that we amend our records to note the change.
- 7. We may cancel the appointment of a third party as an authority on your account, by telling you in writing.
- 8. In the event of the death of an account holder, the authority given under this form will automatically terminate.
- 9. Third parties may not set up Direct Debits on your account or give other third parties access or authority on your account.

# 6. Terms and conditions (continued)

#### General terms which apply to all levels of authority (continued)

- 10. Where you give authority to a company or firm such as your stockbroking or financial advisory firm:
  - a. the company or firm will give us details of people who can transact on its behalf
  - b. you acknowledge and agree that the company or firm may do this and that the people nominated by the company or firm can withdraw from your account in accordance with the authority you have given it
  - c. we will only act on requests from the company or firm, if the person requesting the withdrawal has been nominated by it in accordance with our procedures
  - d. the company or firm must tell us in writing if any nominated person no longer has authority. If we have not been advised in writing that the person no longer has authority, then that person may still operate your account and you cannot claim that he or she is not acting for you until we are told by the company or firm in writing.

#### Terms relating to each of the levels of authority

11. You agree to terms and conditions for Macquarie Online as set out in the applicable offer document available from **yourwrap.com.au/pps** or by calling us on 1800 300 163.

#### 12. Enquiry Authority

- a. You authorise the third party to have access to information about your account.
- b. You do not authorise the third party to make withdrawals from your CMA, make any changes to your account details, close your account or enable use of your cheque book.

#### 13. Fee Authority

You authorise your stockbroker or adviser, should you have one, to withdraw their fees from your CMA using online, electronic and telephone withdrawal services or any other method agreed in writing by us.

#### 14. Government/Tax Payment Authority

You authorise the third party to withdraw funds from your CMA to make payments on your behalf directly to government departments or agencies, using online and electronic services or any other method agreed in writing by us.

#### 15. General Withdrawal Authority

- a. You authorise the third party to withdraw fees in accordance with the "Fee Authority" above.
- b. In addition, you authorise the third party to make payments and withdrawals for any purpose including settlement or investment using online, electronic and telephone withdrawal services or any other method agreed in writing by us.
- c. You do not authorise the third party to make any changes to your account details, close your account or enable use of your cheque book, should you have one.
- d. Your stockbroker or adviser reserves the right to hold funds from the time the order is placed or the time of execution to settle trades.

#### 16. Authorised Signatory Authority

- a. You authorise the third party to make payments and withdrawals in accordance with the terms set out under "General Withdrawal Authority" above.
- b. In addition, this authority allows the third party to use your cheque book, should you have one, change details on your account (subject to clause 9) and close your account.

# Sign

### Submit

📿 Wet signature, or

Need Help?

Electronic signature from an approved provider.

Visit Adviser Help Centre to view our requirements.



Upload to **Request Centre** (advisers only)

Email to mpps@macquarie.com

Mail to Macquarie, GPO Box 4045, Sydney NSW 2001

If you're an adviser, you can visit **Adviser Help Centre** or chat to us through Adviser Online If you're a client, you can visit our **Personal Help Centre**, speak to your adviser, or call us on 1800 025 063