

# **AGREEMENT WITH AN INTERMEDIARY.**



# AGREEMENT WITH AN INTERMEDIARY

**THIS AGREEMENT** is made on the day  /  /

BETWEEN BELL POTTER SECURITIES LIMITED ABN 25 006 390 772 AFS Licence No. 243480 of 101 Collins Street, Melbourne in the State of Victoria ("Bell Potter") a Market, Clearing and Settlement Participant of the Australian Securities Exchange of the first part

<b>AND</b>	Intermediary
	ABN of Intermediary
<b>OF</b>	Address of Intermediary

## SCHEDULE 1

Bell Potter's Australian Financial Services Licence Number and Authorisation

## SCHEDULE 2 (to be attached by Intermediary)

Intermediary's Australian Financial Services Licence Number and Authorisation and States and Localities of Operations

## SCHEDULE 3 (Enclosed)

Account Opening Form for Execution, Clearing and Settlement Service

## BACKGROUND

### BELLPOTTER:

- is the holder of an Australian Financial Services Licence under the Corporations Act 2001, the licence number and the authorisation section of which are set out in Schedule 1 hereto;
- is a Participant of the Australian Securities Exchange Group (ASX) including Australian Securities Exchange Markets (Trading), ASX Clear and ASX Settlement;
- operates a securities business servicing professional, sophisticated, experienced and retail investors throughout Australia;
- undertakes securities research and fundamental and technical analysis of securities and prepares research reports and bulletins, commentaries and/or recommendations in relation to its research and analysis and holds views (either as a firm or by an individual representative) on some of the Financial Products listed on the ASX or an exchange recognised by the ASX which may be made available verbally, either by telephone or personally, in writing, either by delivery or mail, or electronically, by facsimile or by email or by access to a website (the Research);
- employs investment advisers who are accredited to provide advice to retail clients in relation to Financial

- Products listed on the ASX or an exchange recognised by the ASX; and
- offers investment products and services to its retail clients;
- provides Execution, Clearing and Settlement Services in relation to transactions in Financial Products listed on the ASX or an exchange recognised by the ASX (the ECS Services);
- provides General Financial Product Advice, which does not take account of any person's financial situation, particular needs or investment objectives and is provided solely as detailed herein;
- provides Personal Financial Product Advice but only when Bell Potter has been given the opportunity to take account of the recipient's personal financial situation, particular needs and investment objectives and in accordance with the terms and conditions as provided herein.

### THE INTERMEDIARY:

- is the holder of an Australian Financial Services Licence under the Corporations Act 2001, the licence number and the authorisation section of which are set out in Schedule 2 hereto;
- operates a financial planning business and wishes Bell Potter

- to provide the Intermediary with its investment products and services being;
  - the ECS Services to investors which are clients of the Intermediary and which the Intermediary introduces to Bell Potter for the purpose of obtaining the ECS Services and who execute to the satisfaction of Bell Potter, Bell Potter's Account Opening Form for Execution, Clearing and Settlement Services (the Clients or the Client);
  - the Research as General Securities Advice for the purpose of assisting the Intermediary in the provision of financial and investment advisory services to the Clients in accordance with the terms and conditions set out herein;
  - Personal Securities Advice for the purpose of assisting the Intermediary in the provision of financial planning and investment advisory services to the Clients in accordance with the conditions set out hereunder.
- is, or will be, authorised by the Clients to take instructions from the Clients with regard to the provision of ECS Services by Bell Potter to the Clients and to transmit instructions relating to the provision of such services in relation to transactions in Financial Products on the ASX or

# AGREEMENT WITH AN INTERMEDIARY

an exchange recognised by the ASX to Bell Potter for the account of the Clients.

## 1. BELL POTTER SERVICES

- a. Bell Potter will, from time to time as it considers appropriate, provide the Intermediary with its investment products and services in relation to Financial Products listed on the ASX or an exchange recognised by the ASX being:
  - i. the ECS Services on the terms and conditions set out herein;
  - ii. the Research which Bell Potter considers from time to time to be appropriate to provide to the Intermediary and the Intermediary's Representative appointed pursuant to clause 8 hereof as General Securities Advice in accordance with the terms and conditions set out hereunder;
  - iii. the Personal Securities Advice, which Bell Potter considers from time to time to be appropriate to provide to the Intermediary and the Intermediary's Representative as aforesaid but only in accordance with the terms and conditions set out hereunder;
- b. That the Intermediary:
  - i. may introduce to Bell Potter clients who wish to utilise the ECS Services;
  - ii. will accept any Research provided as General Securities Advice only; and
  - iii. shall not request from Bell Potter or transmit to a Client any advice amounting to Personal Securities Advice without Bell Potter having received in writing in its required format and having considered details of the Client's financial situation, particular needs and investment objectives all in relation to Financial Products listed on the ASX or an exchange recognised by the ASX.

## 2. REGULATORY COMPLIANCE

- a. Bell Potter and the Intermediary agree to comply with, the ASIC Market Integrity Rules, Australian Securities Exchange Limited's (ASX) Operating Rules, the ASX Clear Operating Rules, the ASX

Settlement Operating Rules (as applicable) (together referred to as the ASX Group Rules), the rules, customs and usages of the exchange on which the financial product is executed, being a recognised stock exchange under the ASX Group Rules, the clearing house of any such exchange, the Corporations Act and any other applicable law as amended from time to time (collectively "Regulatory Rules").

- b. The Intermediary must hold a licence or other authorisation under the Corporations Act 2001 which authorises the Intermediary to recommend or distribute Financial Products and the Financial Adviser represents that it will only provide financial services to the extent that it is so authorised under its Licence.
- c. The Intermediary will notify Bell Potter immediately upon it ceasing to hold a Licence.
- d. The Intermediary represents that it and its Representatives will comply with the Corporations Act, its Licence and the rules of any market operator in respect of any financial services it provides including without limitation:
  - i. that it will comply with the education and training requirements of ASIC Policy Statement 146 (as amended, supplemented or replaced from time to time) in respect of the Intermediary's Representatives who provide financial product advice to retail clients;
  - ii. that it will comply with all relevant disclosure requirements, including all relevant requirements relating to the disclosure of fees, and any requirements to provide product disclosure statements, financial services guide, statements of advices or any disclosures required by the Corporations Act; and
  - iii. that to the extent that it provides securities advice to a retail client, it will make reasonable inquiries to learn the investment objectives, financial situation and particular needs of the client and will have

regard to any financial product guidelines prior to making any financial product recommendation.

## 3. SERVICES TO BE PROVIDED TO THE CLIENTS OF THE INTERMEDIARY

- a. Bell Potter and the Intermediary acknowledge and agree that:
- b. the Clients will obtain financial planning and investment advisory services in relation to the Client's investments in Financial Products from the Intermediary only and the Intermediary agrees to provide such financial planning and investment advisory services to the Clients and that Bell Potter will not provide such services to Clients;
- c. Bell Potter will provide only the ECS Services to the Clients in relation to the Client's investments in Financial Products as instructed by the Intermediary in accordance with the terms and conditions of this Agreement and Bell Potter and the Intermediary both acknowledge that the Clients will become Clients of Bell Potter in relation to the provision of the ECS Services only;
- d. Bell Potter agrees that it will not initiate contact with the Clients in relation to the provision of the ECS Services other than as required by law;
- e. Bell Potter's service obligations to the Clients shall be limited to providing the ECS Services on the instruction of the Intermediary, the Intermediary's Representatives or the Clients, provided that in the event of the Clients giving Bell Potter instructions in relation to the ECS Services Bell Potter shall inform the Intermediary or the Intermediary's Representative, that has been instructing Bell Potter in relation to that Client, of those instructions with the minimum of delay but such latter obligation shall not delay Bell Potter's obligation to action the Client's instructions if they are capable of execution;
- f. Bell Potter shall not provide the Clients with any Financial Product advice pursuant to the terms of the

# AGREEMENT WITH AN INTERMEDIARY

- Bell Potter Account Opening Form For Services referred to herein;
- g. the Intermediary and the Intermediary's Representative will determine the Client's financial position, particular needs and investment objectives so as to enable the Intermediary and the Intermediary's Representative to have an appropriate basis for the Intermediary's Representative to provide financial planning and investment advisory services to the Client and that Bell Potter has no responsibility whatsoever to provide any such financial planning and investment advisory services;
  - h. the Intermediary accepts responsibility for providing Financial Product advice (including personal advice) to the Clients and for having an appropriate basis for all such advice having regard for the Client's financial situation, particular needs and investment objectives and the particular circumstances of the Financial Product recommended to the Clients;
  - i. any Research provided by Bell Potter to the Intermediary or the Intermediary's Representative hereunder is provided to generally assist the Intermediary and the Intermediary's Representative in providing financial planning and investment advisory services to a Client of the Intermediary who is utilizing ECS Services provided by Bell Potter and shall not be passed on to any third persons, including any such Clients, or used for any other purpose without the prior written permission of Bell Potter given under the signature of a director of Bell Potter; provided that access to the Research including access to the website shall only be provided to the Intermediary's Representative(s) nominated pursuant to clause 8 hereof. To the extent that advice is given by the Research it is General Securities Advice and does not take account of any particular person's financial situation, particular needs or investment objectives and is provided subject to any conditions, qualifications and disclosures contained in the Research or otherwise notified by Bell Potter;
  - j. Bell Potter may, if it considers it appropriate provide Personal Securities Advice with respect to the clients of the Intermediary to enable the Intermediary to advise its clients in the following circumstances:
    - i. It has been provided in relation to a Financial Product listed on the ASX or an exchange recognised by the ASX, and
    - ii. It has been provided to the Intermediary at the request of the Intermediary or the Intermediary's Representative for the purpose of a particular client of the Intermediary, and
    - iii. Prior to its provision the Intermediary has provided Bell Potter with details in writing of the financial situation, particular needs and investment objectives of the particular client of the Intermediary in the form of a client profile used at the time by Bell Potter for recording the same personal financial information of Bell Potter's clients to whom Bell Potter is providing Personal Securities Advice directly, and
    - iv. Such details of the financial situation, particular needs and investment objective of the particular client of the Intermediary are current, complete and correct, and
    - v. Bell Potter shall not be responsible for updating the personal financial information, particular needs and investment objectives of the client of the Intermediary and the Intermediary accepts total responsibility for keeping abreast with changes in its client's personal financial situation, particular needs and investment objectives and relaying them in writing in the form of the profile utilised by Bell Potter as aforesaid.

## 4. CLIENT VETTING AND INFORMATION

- a. The Intermediary acknowledges that prior to introducing a Client to Bell Potter it will take adequate steps to check and verify the identity, residential address and signature of the Client. By way of example, but without limitation, for a Client that is an individual acting in a principal capacity, by obtaining a certified copy of the client's passport or driver's licence and either a copy of the Client's utility bill or verifying the Client's address via a publicly available source such as the Telstra white page telephone directory and where the Client is a partnership, trustee, company or other entity other than an individual acting in a personal capacity the Intermediary also undertakes to take adequate steps to check and verify the Client is identified, duly and validly incorporated (or otherwise duly and validly established) and to take steps as detailed above in respect of the sole beneficial owner or at least two beneficial owners of the funds being invested by the Client.
- b. The Intermediary represents and warrants that it will maintain any information gathered in accordance with the aforementioned paragraph on its files for the relevant statutory period and will make such information available to Bell Potter on request.
- c. The Intermediary further represents and warrants that it will take adequate steps to assist in the prevention of money laundering activities, which steps may include, without limitation, identifying the Client's source of wealth and monitoring of any unusual transactions.

## 5. INTERMEDIARY'S AUTHORITY

The Intermediary acknowledges that:

- a. the Client has appointed the Intermediary, to provide the Client with financial planning and investment advice and to take instructions from the Client

# AGREEMENT WITH AN INTERMEDIARY

to deal in Financial Products for transmission to Bell Potter for the purpose of the Client availing itself of Bell Potter's ECS Service;

- b. the Client has appointed the Intermediary as the Client's Agent to provide instructions to Bell Potter in relation to the ECS Services that Bell Potter will provide to the Client and in communicating those instructions to Bell Potter the Intermediary will act as the Client's Agent and not as an Agent of Bell Potter;
- c. the Intermediary is not authorised to represent or hold itself out as being the representative of, or the holder of, a Proper Authority from Bell Potter.

## 6. WARRANTIES

By completing and executing this Agreement with Bell Potter, the Intermediary warrants that:

- a. it will hold a written and irrevocable authorization from the Client authorising the Intermediary to give Bell Potter instructions for the account of the Client with Bell Potter with respect to the ECS Services without further reference to the Client before the Intermediary transmits any instructions to Bell Potter for the account of a Client;
- b. in communicating the Client's instructions to Bell Potter, the Intermediary is acting as the Client's Agent and not as the Agent of Bell Potter and that the Intermediary is not authorised to represent or hold itself out as being the representative of Bell Potter or the holder of a Proper Authority from Bell Potter;
- c. while the Client will become a Client of Bell Potter in relation to the provision of the ECS Services, in all other respects the Client will be a Client of the Intermediary;
- d. Bell Potter has no responsibility whatsoever to provide financial planning and investment advisory services to the Client;
- e. if the Client who the Intermediary introduces to Bell Potter is an individual, the name in which the

Client opens an account at Bell Potter is as far as the Intermediary is aware the name the Client is generally known by and is not an alias;

- f. as far as the Intermediary is aware the Client is not an employee of another ASX Market Participant;
- g. the Client will settle transactions with Bell Potter in accordance with Bell Potter's standard terms of settlement, and will meet all obligations to Bell Potter, which arise from the execution of the instructions transmitted by the Intermediary to Bell Potter for the account of the Client;
- h. all information given by the Intermediary to Bell Potter with respect to any of its clients, including any information given pursuant to clause 3(i) in connection with a request for Bell Potter to provide Personal Securities Advice with respect to such client will be true, correct, complete, current and not misleading on each occasion when Bell Potter provides such advice to the Intermediary.

## 7. BELL POTTER'S ACCOUNT OPENING FORM FOR EXECUTION, CLEARING AND SETTLEMENT SERVICES

- a. The Intermediary acknowledges that Bell Potter will not provide any ECS Services for the Clients unless those Clients first execute to the satisfaction of Bell Potter an agreement in the form attached as Schedule 3 to this Agreement, or such other or revised agreement required by Bell Potter to be signed by ECS Services Clients, a copy of which other or revised form will from time to time be given to the Intermediary ("Bell Agreement").
- b. The Intermediary acknowledges the terms and conditions of the Bell Agreement being the terms and conditions upon which Bell Potter is prepared to perform the ECS Services for the Clients.

## 8. INSTRUCTIONS

As Bell Potter will provide the ECS Services to the Clients further

to the financial planning and investment advisory services that the Intermediary will provide to the Clients, the Intermediary will be authorised by the Clients to instruct Bell Potter to deal in Financial Products for the account of the Clients and Bell Potter will accept any verbal, written or electronic instructions of the Intermediary for the account of the Clients subject to the following terms and conditions:

- a. Bell Potter having first received the following documentation:
  - i. from the Intermediary, a copy of the Intermediary's Australian Financial Services Licence under the Corporations Act 2001 as aforesaid if required by Bell Potter;
  - ii. from the Intermediary, a copy of the Representative Authorisation issued by the Intermediary to any director, employee, authorised representative or agent, who hold a current Representative Authorisation from the Intermediary and who is the individual, from time to time giving instructions to Bell Potter for the Client's account with Bell Potter (any one of which is hereinafter called the Intermediary's Representative);
  - iii. the Bell Potter Account Opening Form executed by the Client to the satisfaction of Bell Potter.
- b. written or electronic instructions will be accepted and acted upon if Bell Potter acknowledges receipt by return written or electronic acknowledgement. The fact that a facsimile or email has been sent by the Intermediary or the Intermediary's Representative on behalf of a Client or opened by Bell Potter in the case of an email does not constitute Bell Potter's acceptance of the instruction;
- c. unless Bell Potter has received written notice of the revocation of a Representative's Authorisation that has been issued by the Intermediary and copied to Bell Potter, Bell Potter is entitled to assume the genuineness, authenticity and currency of any

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- such Representative's Authorisation and the Intermediary will be deemed to have ratified and confirmed any instruction given by the Intermediary's Representative to Bell Potter;
- d. Bell Potter is not liable for anything it does or does not do as a result of acting on the instruction of the Intermediary's Representative or on the instruction given by a person Bell Potter reasonably believes to be the Intermediary's Representative;
- e. the Intermediary acknowledges that while the Intermediary and an Intermediary's Representative will be able to instruct Bell Potter in relation to the Client's account, Bell Potter in its absolute discretion may require confirmatory verbal, written or electronic instructions from the Intermediary;
- f. Bell Potter, in its absolute discretion, may decline any instruction given by the Intermediary or the Intermediary's Representative at any time PROVIDED if Bell Potter refuses to accept instructions from the Intermediary or any of the Intermediary's Representative it will notify the Intermediary as soon as practicable;
- g. notwithstanding anything contained in this clause an Intermediary or any of the Intermediary's Representatives shall not be entitled to direct Bell Potter in relation to a Client's account as to the payment of funds held in the Client's account with Bell Potter or any associated entity to anyone other than by transfer to anyone of the following, which has been specifically and completely authorised (including BSB and Account Numbers where appropriate) in writing by the Client,
- i. a Wrap Account with an authorised Custodian
  - ii. a Direct Credit to the Client's Bank Account
  - iii. a Direct Credit to the Client's Account with a Cash Management Trust or facility properly constituted and operated pursuant to
- Prospectus or our product disclosure document
- iv. by cheque payable to the Client and marked "Not Negotiable Account Payee Only" mailed to the Client's residential address or registered office as appropriate
- Provided that any direction to Bell Potter pursuant to (i), (ii) or (iii) above must be signed by the Client, and Bell Potter must be able to verify the authenticity of the Client's signature;
- h. Bell Potter may decline to accept instructions from the Intermediary or the Intermediary's Representative in relation to a Client's account with Bell Potter if the Client has outstanding settlements or has not settled previous transactions in accordance with Bell Potter's settlement terms and any acceptance of instructions by Bell Potter if settlements are or have been outstanding beyond the Settlement Date shall not constitute any waiver of or agreement to vary those settlement terms;
- i. all instructions to buy or sell Financial Products other than Options will be worked on a Good Until Cancelled (GTC) basis unless specific instructions are given to the contrary and all instructions to buy and sell Options will be worked on a Good For the Day (GFD) basis unless specific instructions are given to the contrary.
- 9. INDEMNITIES**
- 9.1 The Intermediary will indemnify, keep indemnified and hold harmless Bell Potter and each of its directors, officers, employees and agents from and against all claims, losses, actions, demands, amounts, proceedings, liabilities, damages and costs (including legal costs on a full indemnity basis) whatsoever and howsoever arising, paid, suffered or incurred by Bell Potter directly or indirectly arising out of or in connection with:
- a. any wrongful acts, misstatements, fraud by, breach of law or of any
- of the terms contained in this agreement by the INTERMEDIARY;
- b. any warranty or representation given by the Intermediary in this Agreement being inaccurate or incorrect; or
  - c. any advice given by the Intermediary to its clients provided that the indemnity in this sub clause (c) will not apply in the following circumstances only:
    - i. Bell Potter gave personal securities advice to the Intermediary with respect to a client of the Intermediary ("Advice");
    - ii. the Intermediary gave that same Advice to that client;
    - iii. that client claims that Advice did not have an appropriate basis having regard to that client's financial situation, particular needs or investment objectives; and
    - iv. the information given to Bell Potter by the Intermediary on which the Advice was based first with respect to subclause (c) (iii) that client's financial situation, particular needs and investment objectives was at the date Bell Potter gave the Advice to the Intermediary complete, correct, accurate and current and not misleading or defective in any respect.
- 9.2 Bell Potter will indemnify, keep indemnified and hold harmless the Intermediary and each of its directors, officers, employees and agents from and against all claims, losses, actions, demands, amounts, proceedings, liabilities, damages and costs (including legal costs on a full indemnity basis) whatsoever and howsoever arising, paid suffered or incurred by the Intermediary arising out of or in connection with:
- a. Any wrongful acts, misstatements, fraud by, breach of law or of any of the terms contained in this Agreement by Bell Potter;
  - b. Any warranty or representation given by Bell Potter in this agreement being inaccurate or incorrect.
- 10. LIMITATION OF LIABILITY**

# AGREEMENT WITH AN INTERMEDIARY

- a. Bell Potter does not exclude or limit the application of any statute (including the Competition and Consumer Act 2010 (Cth)) where to do so would contravene that statute or cause any part of this agreement to be void.
- b. Bell Potter excludes all conditions, warranties or terms implied by statute, general law or custom except to the extent that such exclusion would contravene any statute or cause this provision to be void.
- c. Bell Potter's liability for a breach of any provision implied by law, which cannot be excluded is limited to the supplying of the services again.

## 11. TELEPHONE RECORDING

The Intermediary consents to the recording of the Intermediary's telephone conversations with representatives of Bell Potter (with or without a tone warning device).

## 12. GOVERNING LAW

This Agreement is governed by the

laws of New South Wales.

## 13. NO ASSUMPTION OF LIABILITY BY BELL POTTER

Bell Potter assumes no responsibility and has no liability for the financial planning and investment advisory services provided by the Intermediary and its representatives nor will Bell Potter perform any supervisory function in respect of any services provided by the Intermediary.

## 14. NO AGENCY

Nothing in this Agreement will amount to an agency relationship between the Intermediary and Bell Potter.

## 15. TERMINATION

This Agreement will be terminated by notice in writing to that effect by either party to the other. Termination will not affect any rights or obligations that have arisen before that time

**EXECUTED BY THE PARTIES HERETO ON THE DAY AND YEAR HEREIN BEFORE WRITTEN.**

Name of Intermediary

**BELL POTTER SECURITIES LIMITED:**

By

By

Name of Director

Name of Director

Signature of Director

Signature of Director

## SCHEDULE 1

# BELL POTTER'S AUSTRALIAN FINANCIAL SERVICES LICENCE AND AUTHORISATION

## Australian Financial Services Licence

BELL POTTER SECURITIES LIMITED

ABN: 25 006 390 772

Licence No: 243480

was licensed as an Australian Financial Services Licensee pursuant to section 913B of the Corporations Act 2001. The conditions of the licence are hereby varied from the date hereunder. The licensee shall continue to be licensed as an Australian Financial Services Licensee subject to the conditions and restrictions which are prescribed, and to the conditions contained in this licence and attached schedules.

Effective 14 December 2004

### Authorisation

1. This licence authorises the licensee to carry on a financial services business to:
  - (a) provide financial product advice for the following classes of financial products:
    - (i) deposit and payment products limited to:
      - (A) basic deposit products;
      - (B) deposit products other than basic deposit products;
    - (ii) derivatives;
    - (iii) foreign exchange contracts;
    - (iv) general insurance products;
    - (v) debentures, stocks or bonds issued or proposed to be issued by a government;
    - (vi) life products including:
      - (A) investment life insurance products as well as any products issued by a Registered Life Insurance Company that are backed by one or more of its statutory funds; and
      - (B) life risk insurance products as well as any products issued by a Registered Life Insurance Company that are backed by one or more of its statutory funds;
    - (vii) interests in managed investment schemes including:
      - (A) investor directed portfolio services;
    - (viii) retirement savings accounts ("RSA") products (within the meaning of the Retirement Savings Account Act 1997);
    - (ix) securities;
    - (x) superannuation; and
    - (xi) financial products limited to miscellaneous financial investment products limited to managed investment warrents:
      - (A) to which the definition of derivative in subsection 761D(1) applies that is a financial product of the kind referred to in subparagraph 764(1)(b)(ii) or 764(1)(ba)(ii); and
      - (B) that is transferable; and
      - (C) that is a warrant as defined in the ASX Operating Rule that has been admitted by the ASX to trading status on a financial market of the ASX;
    - (xii) financial products limited to:
      - (A) miscellaneous financial investment products limited to MDA services;
  - (b) deal in a financial product by:
    - (i) issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:
      - (A) deposit and payment products limited to:
        - (1) basic deposit products;
        - (2) deposit products other than basic deposit products;
      - (B) derivatives;
      - (C) foreign exchange contracts;
      - (D) debentures, stocks or bonds issued or proposed to be issued by a government;



ASIC  
Australian Securities &  
Investments Commission

## SCHEDULE 1

# BELL POTTER'S AUSTRALIAN FINANCIAL SERVICES LICENCE AND AUTHORISATION

## Australian Financial Services Licence

BELL POTTER SECURITIES LIMITED

ABN: 25 006 390 772

Licence No: 243480

was licensed as an Australian Financial Services Licensee pursuant to section 913B of the Corporations Act 2001. The conditions of the licence are hereby varied from the date hereunder. The licensee shall continue to be licensed as an Australian Financial Services Licensee subject to the conditions and restrictions which are prescribed, and to the conditions contained in this licence and attached schedules.

Effective 14 December 2004

### Authorisation

- (E) interests in managed investment schemes including:
  - (1) investor directed portfolio services;
- (F) securities;
- (G) superannuation; and
- (H) financial products limited to miscellaneous financial investment products limited to managed investment warrants:
  - (1) to which the definition of derivative in subsection 761D(1) applies that is a financial product of the kind referred to in subparagraph 764(1)(b)(ii) or 764(1)(ba)(ii); and
  - (2) that is transferable; and
  - (3) that is a warrant as defined in the ASX Operating Rule that has been admitted by the ASX to trading status on a financial market of the ASX;
- (I) financial products limited to:
  - (1) miscellaneous financial investment products limited to MDA services;
- (ii) applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products:
  - (A) deposit and payment products limited to:
    - (1) basic deposit products;
    - (2) deposit products other than basic deposit products;
  - (B) derivatives;
  - (C) foreign exchange contracts;
  - (D) debentures, stocks or bonds issued or proposed to be issued by a government;
  - (E) interests in managed investment schemes including:
    - (1) investor directed portfolio services;
  - (F) retirement savings accounts ("RSA") products (within the meaning of the Retirement Savings Account Act 1997);
  - (G) securities;
  - (H) superannuation; and
  - (I) financial products limited to miscellaneous financial investment products limited to managed investment warrants:
    - (1) to which the definition of derivative in subsection 761D(1) applies that is a financial product of the kind referred to in subparagraph 764(1)(b)(ii) or 764(1)(ba)(ii); and
    - (2) that is transferable; and
    - (3) that is a warrant as defined in the ASX Operating Rule that has been admitted by the ASX to trading status on a financial market of the ASX;
- (iii) underwriting;



ASIC  
Australian Securities &  
Investments Commission

## SCHEDULE 1

# BELL POTTER'S AUSTRALIAN FINANCIAL SERVICES LICENCE AND AUTHORISATION

## Australian Financial Services Licence

BELL POTTER SECURITIES LIMITED

ABN: 25 006 390 772

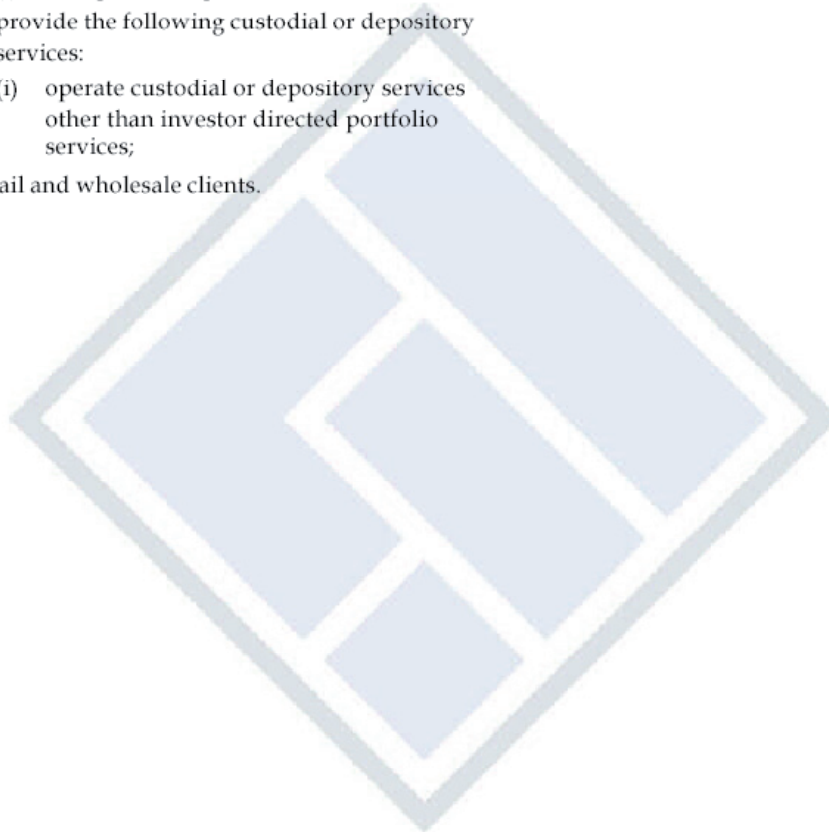
Licence No: 243480

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Effective 14 December 2004

### Authorisation

- (A) interests in managed investment schemes; and
  - (B) an issue of securities;
  - (c) make a market for the following financial products:
    - (i) foreign exchange contracts; and
  - (d) provide the following custodial or depository services:
    - (i) operate custodial or depository services other than investor directed portfolio services;
- to retail and wholesale clients.





## **SCHEDULE 2**

**INTERMEDIARY'S AUSTRALIAN  
FINANCIAL SERVICES LICENCE AND  
AUTHORISATION (PLEASE ATTACH)**



### **SCHEDULE 3**

**ACCOUNT OPENING FORM  
FOR EXECUTION CLEARING &  
SETTLEMENT SERVICES (PLEASE  
REFER TO ENCLOSED DOCUMENT)**

