

Self Secure Self Managed Superannuation Fund Group Life Insurance

Advisor Registration & Services Agreement

Please note:

1. All incomplete forms will be returned to the sender
2. This form must be completed and signed by the Director or Authorised Officer of the AFS Licensee
3. Mandatory fields are indicated with *

Company Details	
Company Name*	
Company Address*	
Contact Person*	
Company Phone Number*	
ABN*	

Licensee Details	
Licensee Name*	
Licensee Address	
Licensee Phone Number	
Contact Person	

AFS Licence No.*	
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Specific requirements of the Licensee (if any)

Representative Details

Representative Type (Authorised Representative, Employee Representative, Corporate Authorised Representative)	<input type="checkbox"/> AR <input type="checkbox"/> ER <input type="checkbox"/> CAR	<input type="checkbox"/> AR <input type="checkbox"/> ER <input type="checkbox"/> CAR	<input type="checkbox"/> AR <input type="checkbox"/> ER <input type="checkbox"/> CAR
Authorised Rep Name/s*			
Authorised Rep No.*			

Advisor 1

Name*	
Date of Birth* (security validation)	
Phone No.*	
Email*	

Advisor 2

Name*	
Date of Birth* (security validation)	
Phone No.*	
Email*	

Advisor 3

Name*	
Date of Birth* (security validation)	
Phone No.*	
Email*	

Advisor 4

Name*	
Date of Birth* (security validation)	
Phone No.*	
Email*	

Intermediary Services Agreement**Particulars**

1. Paradigm: Paradigm Wealth Management Pty Ltd
ABN 97 101 700 949
Address: Level 7, 215 Spring Street, Melbourne
Email address (for notices cl 11.12):
2. Advisor: Name:
ABN:
Address:
Contact Person:
ASF Licence No:
Email address (for notices cl 11.12):
3. Commencement
Date:

Information Only:

Advisor's contacts:

Lead Contact:Name:
Address:
Telephone No:
Email address:**Contact 2:**Name:
Address:
Telephone No:
Email address:

Recitals

- A. Paradigm, among other things, has been appointed by OnePath Life to distribute, administer and promote cover under the Life Insurance Policy.
- B. Paradigm holds AFS Licence 297465.
- C. The Advisor wants to introduce Clients to the Life Insurance Policy and to be paid a Commission where Clients take out cover under the Life Insurance Policy.
- D. OnePath Life has appointed Self Secure Life (a Paradigm subsidiary) to provide policy and claims administration and other services.

Operative provisions

Paradigm and the Advisor agree as follows:

1. Definitions and interpretation**1.1 Definitions**

In this agreement, unless the context otherwise requires:

Associates means employees, agents and contractors of the Advisor;

Business Day means a day which is not a Saturday, Sunday, bank holiday or public holiday:

- (a) for the purpose of sending or receiving a notice, in the city where the notice is received; and
- (b) for all other purposes, in Melbourne;

Client means a client of the Advisor;

Commencement Date means the date set out in Item 3 of the Particulars;

Commission means the commission paid or payable to the Advisor under this agreement in connection with cover for a Client under the Life Insurance Policy;

Confidential Information means the content of this agreement and any information provided to the Advisor by, or on behalf of Paradigm, One Path or Self Secure Life which by its nature, is confidential, or is marked confidential or the Advisor is notified from time to time as being confidential, other than information in the public domain which has not got into the public domain due to a breach of confidence;

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time;

Life Insurance Application means applications by a trustee of a Self Managed Superannuation Fund for life insurance cover for one or more of the fund's members under the Life Insurance Policy;

Life Insurance Policy means the group life insurance policy issued by OnePath under which members of Self Managed Superannuation Funds obtain life insurance cover;

OnePath means OnePath Life Limited ABN 33 009 657 176;

Product Disclosure Statement means the product disclosure statement for the Life Insurance Policy Cover then current;

Self Secure Life means Self Secure Life Pty Ltd ACN 150 967 356;

Self Secure Life IP means the Self Secure Portal; each of Self Secure's Life and Paradigm's trade marks, brands, and logos; and the policies, procedures, brochures, forms, templates, advertising and other material provided in connection with the Life Insurance Policy or the Product Disclosure Statement;

Self Secure Portal means the internet portal from time to time nominated by Paradigm as the "Self Secure Portal"; and

Verifications Rules means the most recent rules, identified as such and from time to time issued by or on behalf of OnePath or Paradigm, and the Verification Rules as at the date of this agreement are set out in Annexure B.

1.2 Interpretation

In this agreement headings and bold typing are included for convenience only and do not affect interpretation and, unless the context otherwise requires:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to a party is a reference to a party to this agreement and includes a reference to that party's successors and permitted assigns;
- (d) no provision of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision;
- (e) a word or term defined in the Corporations Act has the same meaning in this agreement; and
- (f) a word or term defined in GST Law has the same meaning in this agreement where used in connection with the GST imposed under that Act.

2. Term**2.1 Term**

This agreement commences on the Commencement Date and continues until terminated by:

- (a) either party giving to the other 30 days written notice; or
- (b) Paradigm terminating this agreement in the way provided for in clause 8.

3. Role of the Advisor**3.1 Providing applications**

If the Advisor complies with the requirements of clauses 3.2 and 3.3, the Advisor may submit Life Insurance Applications for the Advisor's Clients electronically through the Self Secure Portal to OnePath.

3.2 Preliminary steps

The Advisor must, before submitting a Life Insurance Application for a Client:

- (a) disclose in writing to the Client the Commission the Advisor is to receive under this agreement, or where that amount is not known, the method of its calculation, in relation to cover under the Life Insurance Policy; and
- (b) ensure that the Client has received and has had an opportunity to read and understand the Product Disclosure Statement.

3.3 Form of Life Insurance Application

The Advisor must ensure that each Life Insurance Application submitted by the Advisor meets the following requirements:

- (a) the Life Insurance Application is lodged with the consent of the Client named in the application;
- (b) the Advisor has verified the accuracy of the information set out in the Life Insurance Application in accordance with the Verification Rules; and
- (c) the Life Insurance Application is complete and accurate.

3.4 Acknowledgement

The Advisor agrees:

- (a) that even if the requirements of clause 3.2 and 3.3 are met, OnePath may, at its sole discretion accept or reject a Life Insurance Application, or any other application for cover, for any reason and without cause;
- (b) that Paradigm is under no obligation to ensure that a Life Insurance Application or any other application for cover is accepted, or rejected, or processed in a timely way;
- (c) that neither Paradigm nor Self Secure Life is the issuer of and neither has any responsibility to the Advisor for the Product Disclosure Statement or the Life Insurance Policy or for the acts or omissions of OnePath, or of each other.

4. Commission

4.1 Commission payable

Subject to clause 4.2, Paradigm must pay to the Advisor the Commission calculated in the way and at the times set out in Annexure A.

4.2 Commission not payable

Paradigm has no obligation to pay the Commission for, or in connection with a Life Insurance Application or cover arising out of a Life Insurance Application or in any other way:

- (a) unless the Life Insurance Application has been accepted by OnePath;
- (b) unless Paradigm has received from OnePath, in cleared funds, Paradigm's entitlement to payments for the approved Life Insurance Application;
- (c) where the cover issued in consequence of the Life Insurance Application ends for any reason, including termination by any party, failure to renew, failure to pay premiums, non disclosure or death of the insured;
- (d) if the Life Insurance Application, having been accepted, is subsequently rejected by OnePath for any reason;
- (e) if this agreement is terminated or ends for any reason;
- (f) if Paradigm is not entitled to all of its payment from OnePath for the approved Life Insurance Application for any reason, including Paradigm's default;
- (g) if the Advisor ceases to be entitled, as between it and its Client, to receive or retain the Commission or a part of it; or
- (h) if the Client to which the cover under the Life Insurance Policy applies, or who was the applicant, ceases to be a Client of the Advisor.

4.3 Variations

Paradigm may vary any unpaid Commission (even where that Commission is in connection with a Life Insurance Application which has been or is approved by OnePath before the variation takes effect) by giving the Advisor not less than 14 days notice. The variation takes effect after the end of the period of notice given.

4.4 Repayment of Commission

- (a) If Commission has been paid to the Advisor by Paradigm and subsequently the Life Insurance Application relevant to that Commission:
 - (1) is not accepted by OnePath; or
 - (2) having been accepted is later rejected by OnePath;
 the Advisor must repay to Paradigm on demand the Commission paid in relation to such an application.
- (b) Paradigm may set off any amount payable under clause 4.4(a) against any amount payable by Paradigm to the Advisor at anytime.

4.5 Commission

Without affecting any other right to end paying a Commission, if this agreement is terminated or ends for any reason (including Paradigm's default) Paradigm's obligation to pay Commission ceases on that termination or ending.

5. Advisor's representations, warranties and undertakings

The Advisor agrees that:

- (a) it will and will ensure that all its Associates will comply with all laws, regulations and industry codes, including the Corporations Act and privacy laws;
- (b) it will maintain all necessary licences and registrations which are required to allow it to carry on its business and to carry out its functions and meet its obligations under this agreement;
- (c) it will provide its services to the Clients in a professional and courteous manner;
- (d) it will maintain adequate professional indemnity insurance at all times and for at least 7 years after the termination of this agreement and provide evidence of that cover to Paradigm, promptly following request; and
- (e) it will notify each Client before it makes a Life Insurance Application for that Client that the Advisor cannot bind or commit Paradigm, OnePath or Self Secure Life.

6. Intellectual Property

The Advisor agrees that it has no right, title or interest to the Self Secure Life IP.

7. Indemnity

The Advisor indemnifies Paradigm, its successors and assigns, and holds each of them harmless from and against any and all claims, demands, actions, judgments, suits and proceedings and all expenses, losses, damages and costs suffered or incurred in consequence of any breach by the Advisor of any of its obligations under this agreement, or if a representation made or warranty given by the Advisor in this agreement is misleading or incorrect.

8. Default and Termination

8.1 Events

If one or more of the following occur:

- (a) the Advisor breaches any of its obligations under this agreement or any representation made or warranty given by the Advisor in this agreement is misleading or is incorrect;
 - (b) an administrator, receiver, receiver and manager, liquidator or similar officer is appointed to, or an order is made for the administration, winding up or dissolution of the Advisor, or steps are taken towards doing so;
- then Paradigm may, at anytime, immediately terminate this agreement by notice to the Advisor.

8.2 Essential Terms

A breach by the Advisor of any of the following clauses is a breach of an essential term and constitutes repudiation: Clauses 3.2, 3.3, 5(b) and 5(d). Other obligations under this agreement may also be essential.

9. Not Exclusive

- (a) The appointment made and the rights given to the Advisor under this agreement are not exclusive.
- (b) Paradigm may effect other appointments and grant rights to others (even where in competition with the Advisor).

10. Confidentiality

10.1 Reasonable endeavours

The Advisor must use its reasonable endeavours to ensure that it and its Associates and advisers and others to whom it discloses Confidential Information keep that Confidential Information confidential.

10.2 Exceptions

Despite anything else contained in this agreement to the contrary, the Advisor may make any disclosure as is reasonably necessary to enforce its rights under this agreement or to comply with its terms (for example to disclose to its Clients the Commission payable) or to comply with any applicable law provided that all reasonable steps have been taken to limit, as far as reasonably possible, the extent of the disclosure.

11. General

11.1 Governing law and jurisdiction

This agreement is governed by the laws of Victoria. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

11.2 Amendment

Except where provided otherwise in this agreement, the parties may only amend this agreement if each party signs the written amendment.

11.3 Waiver

A provision of this agreement or a right created under it may not be waived except in writing signed by the party granting the waiver.

11.4 Survival

Clauses 4.2, 4.4, 6, 7, 10, 11.1, 11.3, 11.4, 11.6, 11.11, 11.12 and 11.13 survive termination of this agreement.

11.5 Assignment

- (a) This agreement is for the benefit of the parties and their successors and assigns. The parties and their successors and assigns are bound by this agreement.
- (b) The Advisor may only assign its rights under this agreement after it obtains the written consent of Paradigm, which consent must not be unreasonably withheld and can be subject to reasonable conditions.
- (c) Paradigm may assign or novate its rights and obligations under this agreement, or any of them, without requiring the consent of the Advisor. On effecting an assignment or novation of all of its rights and obligations, Paradigm is released from this agreement.

11.6 Severance

If any provision of this agreement is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

11.7 Counterparts

The parties may execute this agreement in two or more counterparts and all counterparts together constitute one instrument.

11.8 Consent or approval

Subject to an express provision in this agreement, a party may in its absolute discretion give its consent or approval conditionally or unconditionally, or withhold its consent or approval.

11.9 Entire agreement

This agreement constitutes the entire agreement of the parties in respect of the subject matter of this agreement and supersedes all prior discussions, undertakings and agreements.

11.10 Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to this agreement and the transactions contemplated by it, including without limitation the execution of documents.

11.11 Relationship

Nothing in this agreement constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably except as expressly stated in this agreement.

11.12 Notices

- (a) A party may send a notice in connection with this agreement by hand delivery, pre-paid post or email transmission to another party at the address details set out in items 1 and 2 of the Particulars, or in such other way as the recipient party may have last notified the other party in writing.
- (b) A notice is deemed to be received if sent by pre-paid post, on the second Business Day after the date of posting.

11.13 GST

- (a) All Commissions have been calculated inclusive of GST.
- (b) All other amounts payable to a party under this agreement (other than an amount for GST payable to the party under this clause 11.13) have been calculated without regard to GST.

- (c) If the whole or any part of any such amount (other than a Commission) is the consideration for a taxable supply for which the supplying party is liable to pay GST, the supplying party may charge the party liable to pay for the taxable supply under this agreement, and that party must pay the supplying party, concurrently with the payment of that amount, an additional amount equal to the GST payable in respect of the taxable supply calculated on the basis that the value of the taxable supply is the amount payable for the taxable supply excluding any GST.
- (d) The recovery of consideration for any taxable supply made under this agreement is subject to the supplying party issuing to the party liable to pay for the taxable supply a tax invoice in respect of the supply.
- (e) Any reference to a cost or expense incurred by a party in this agreement excludes any amount of GST forming part of the relevant cost or expense when incurred by the party for which the party can claim an input tax credit.
- (f) If a recipient created tax invoice (**RCTI**) is permitted to be issued, the following provisions apply:
 - (1) the RCTI applies to all the services provided by the Advisor under this agreement;
 - (2) Paradigm may issue RCTI for such supplies;
 - (3) where Paradigm does so, the Advisor must not issue tax invoices for such supplies; and
 - (4) Paradigm and the Advisor state to the other that they are registered for GST and agree if either ceases to be registered for GST, they will notify the other.

Executed as an agreement

Executed by Paradigm Wealth Management Pty Ltd by its authorised representative:)
)
)

.....
 Signature of Director

 Name of Director

Executed by the Advisor by a director who warrants)
 that he or she is authorised to bind the Advisor:)
)
)

.....
 Signature of Director

Name of Director
 In the presence of:

 Signature of witness

 Name of witness



Annexure A**Commission**

Commission for the first 12 months of the cover in relation to an accepted Life Insurance Application for which cover is given under the Life Insurance Policy:

22% of each month's premium paid to OnePath.

Commission after the first 12 months of the cover in relation to an accepted Life Insurance Application for which cover is given under the Life Insurance Policy:

22% of each month's premium paid to OnePath.

Calculation of all Commission is GST inclusive:
How and when payable – Subject to clauses 4.2, 4.3, 4.4 and 4.5:

Commission is payable in arrears after the premium to which it relates has been received by OnePath.

Electronic Banking Details

Bank :

Bank Address :

BSB Number :

Account Number :

Annexure B
Verification Rules

1. Name and address of the Client.
2. Name and address of the individual for which cover is being sought.
3. Accuracy of the bank account details.
4. The Trustee of the Self Managed Superannuation Fund and the individual for which cover is sought are Clients of the Advisor.
5. The Self Managed Superannuation Fund is a regulated and complying fund with the Australian Taxation Office.