



Client Information Access Agreement

This form is to be used when a Licensee wishes to establish a data feed of client information between IOOF Investment Management Limited (IIML) and their Service Provider.

Please complete these instructions in BLACK INK using CAPITAL LETTERS and ✓ boxes where provided.

Step 1: Licensee details

Licensee name																														
ABN					-					-					-					AFSL number										
Licensee address																														
Suburb																State				Postcode										
Mailing address (if different from above)																														
Suburb																State				Postcode										
Name of Service Provider For example: IRESS.																														

Step 2: Scope

This agreement will operate for products issued by IIML as trustee or service operator, in relation to:

- All Clients linked to the Licensee or any of its representatives
- All Clients linked to the following representatives only:

Adviser code	Adviser name

- All Clients linked to the representatives named in the attached listing only (please attach a listing of representatives to this agreement)

Step 3: Authorisation

Important note: By signing this document, you agree to the terms and conditions contained on the following page 3. IIML offers to enter into this agreement on the basis of these terms and conditions. Any amendments to this agreement in its current form will not be binding on IIML.

Executed for and on behalf of the Licensee by:

Director	<input type="text"/>	
Signature	<input type="text"/>	Date <input type="text"/> / <input type="text"/> / <input type="text"/>
Director/Secretary	<input type="text"/>	
Signature	<input type="text"/>	Date <input type="text"/> / <input type="text"/> / <input type="text"/>

Please forward completed form to:

Licensee Support Services
IOOF Investment Management Limited
GPO Box 264
Melbourne VIC 3001

Parties:

IOOF Investment Management Limited ABN 53 006 695 021 AFSL 230524 of Level 6, 161 Collins Street, Melbourne, Victoria, 3000 (IIML)

as trustee of:

The IOOF Portfolio Service Superannuation Fund ABN 70 815 369 818

and

service operator of:

The IOOF Investor Directed Portfolio Service ABN 41 855 887 271

The Licensee**Recitals**

- A.** The Licensee has entered into an agreement with the Service Provider for the provision of services relating to Clients.
- B.** The Licensee agrees to appoint IIML as its agent for the purposes of disclosing Client Information to the Service Provider.

The parties agree:

1. Interpretation

Applicable Laws means the Privacy Act 1988 (Cth), any amendments, regulations or codes which apply to Client Information at the date of execution of this agreement or which may apply in the future and includes the Australian Privacy Principles.

Confidential Information means Client Information and all information, whether oral, graphic, written or in any other form, that is in fact, or should reasonably be regarded as, confidential.

Licensee means the non-exclusive licensee of the product, named as a party to this Agreement, and its Representatives.

Client means the holder of an interest in products issued by IIML who has appointed the Licensee or a representative of the Licensee as its nominated adviser, such appointment having not been revoked, altered or otherwise transferred by that person or the Licensee.

Client Information means information held by IIML relating to each Client and includes Personal Information.

Personal Information means all information about a person that is 'personal information' as defined in the Privacy Act 1988 (Cth) which is collected or held by any of the parties in connection with this agreement.

Permitted Purpose means the use of Confidential Information in financial planning software to assist the Licensee and its advisers to provide financial planning services and advice to its clients.

Service Provider means the nominated third party provider of a service to the Licensee. Generally this will be a provider of a system, for example a client information collation system or financial planning tool.

2. Appointment of IIML as Licensee's Agent

- a** The Licensee agrees to appoint IIML as its agent for the purposes of disclosing Client Information to the Service Provider for a Permitted Purpose; and
- b** IIML agrees to accept the appointment as agent of the Licensee on the terms in this agreement.

3. Obligations of Licensee

The Licensee will ensure that:

- a** it has obtained all consents necessary under the Applicable Laws to permit IIML, as its agent, to disclose the Client Information to the Service Provider;

- b** such disclosure by IIML constitutes a Permitted Purpose for the use of Client Information under the Applicable Laws and the Licensee's privacy policy; and
- c** the Service Provider treats Client Information in accordance with the Applicable Laws, including but not limited to:
 - i)** restricting access to Client Information provided by IIML to the Licensee only
 - ii)** returning and or destroying Client Information at the request of the Licensee.
- d** notifying IIML as soon as practicable if consent to disclose the Client Information to the Service Provider is withheld or withdrawn by a Client.

4. Obligations of IIML

IIML will ensure that:

- a** it will disclose Client Information to the Service Provider only for the Permitted Purpose from the date of the execution of this agreement; and
- b** it will act upon any notification under Clause 3(d) as soon as practicable.

5. Indemnities and Liability

- a** The Licensee agrees to indemnify IIML, its officers, employees and agents from and against all actions, suits, claims, proceedings, judgements and demands and any loss, damage, liabilities, costs and expenses arising from a breach of this agreement by the Licensee.
- b** IIML excludes all liability to the Licensee for any loss (whether direct, indirect or otherwise) arising under or in relation to this agreement (whether in contract, negligence or otherwise) to the fullest extent permitted by law.
- c** The Licensee acknowledges that IIML is not liable for any act, omission or negligence by the Service Provider.

6. Notices

All notices to IIML under this agreement must be provided in writing and sent via mail to:

Licensee Support Services
IOOF Investment Management Limited
GPO Box 264
Melbourne VIC 3001

7. Miscellaneous

The parties agree that this agreement:

- a** is governed by, and will be construed according to, the laws of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Agreement;
- b** may be varied by IIML providing the Licensee with 14 days written notice of the variation, if that variation does not reduce the Licensee's rights or increase its obligations. Otherwise, the Agreement may only be varied as agreed in writing between the parties; and
- c** may be terminated by either party at any time by providing two weeks notice in writing to the other party.