



## Questionnaire

**Business Description**

- 1.1 Who is the Dealer Group?**
- 1.1.1 List of Principals (**eg directors, responsible managers, managing partners, etc**) Please complete section 5
- 1.1.2 Current ownership information (including ultimate ownership and beneficial ownership) (eg shareholders or corporate group)  
 Documents attached
- 1.1.3 Authorised signatories (eg POA)  
 Documents attached
- 1.1.4 Number of advisers currently
- 1.1.5 Number of clients currently (approximate.)

- 1.2 How does the Dealer Group promote products?**
- 1.2.1 Please ✓ the three main ways the Dealer Group promotes financial products:
- Promotional activity**
- Seminars     Internet advertising     Dealer Group website advertising  
 Mail-outs     Emails     Individual client consultations  
 Print media advertising
- 1.2.2 Does the Dealer Group hold individual client consultations before recommending a product to a client?  
 Always     Almost always     Sometimes     Never
- 1.2.3 Attach an example of marketing materials **previously used** for similar products.  
 Documents attached

**1.3 Professional Memberships of the Dealer Group (eg FPA)**

List here:

  
  
  

**1.4 Platforms used by the Dealer Group**

List here:

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## Client Assessment and Due Diligence on Product

### 2.1 Client Assessment and Product Recommendations

- 2.1.1 Does the Dealer Group (and each Representative) undertake reasonable inquiries into each client's personal circumstances (including age, longevity, investment experience, assets and liabilities and investment goals) and investigate and consider that information in order to ensure that personal advice is appropriate?  Yes  No
- 2.1.2 When recommending investments for a client, does the Dealer Group make a specific assessment of the suitability of the recommended products (including the risk profile of the products) for that specific client?  Yes  No
- 2.1.3 When recommending a product for a client, does the Dealer Group (and each Representative) draw their client's attention to the risk descriptions in the product disclosure document for that product?  Yes  No

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## Compliance and Competency/Expertise

### 3.1 Dealer Group AFSL

- 3.1.1 Does the AFS Licence authorise the Dealer Group to undertake all activities which it will provide in relation to the Macquarie products the Dealer Group is considering recommending?  Yes  No
- 3.1.2 Has the Dealer Group complied, and does it continue to comply, with all conditions attached to the AFS Licence, including the continued employment of all "key persons" identified on the AFS Licence?  Yes  No
- 3.1.3 Have there been any significant breaches of the AFS Licence which the Dealer Group was obliged to report to ASIC since the Licence was granted to the Dealer Group?  Yes  No
- If yes, were those breaches in relation to:**
- Advice provided to a client?  Yes  No
- Disclosure obligations to a client?  Yes  No
- Suitability assessment of a client?  Yes  No
- if yes** to any of the above, have structural/procedural changes been introduced in response to that breach?  Yes  No
- 3.1.4 Does the Dealer Group have policies, procedures and systems in place to effectively ensure compliance with obligations and duties under the applicable laws, regulations and licences?  Yes  No

### 3.2 Compliance procedures

- 3.2.1 Does the Dealer Group have the following procedures and practices in place:
- Regular compulsory training on general compliance and advisory practices  Yes  No
- Compulsory training for new staff on procedures and policies  Yes  No
- Compulsory training on products before being allowed to advise investors  Yes  No
- Processes to identify, review and assess competency of Representatives  Yes  No
- 'Know Your Client' and anti-money laundering policies  Yes  No
- Complaint handling procedures  Yes  No

- 3.2.2 Does the Dealer Group have an appropriately qualified and resourced compliance officer in place to monitor and ensure compliance with the above policies?  Yes  No

**if no**, does the Dealer Group outsource this function? Please specify to whom

- 3.2.3 Does this person review policies and procedures on a periodic basis to ensure those policies are up to date, relevant and applied?  Yes  No

- 3.2.4 Has the Dealer Group been subject to any actual, pending or threatened litigation over the last three years relating to its advisory functions? If so, please attach a summary  Yes  No

Summary attached

- 3.2.5 Have there been any frauds or acts of negligence in the Dealer Group in relation to client money, investments or advice in the last five years? If so, please attach a summary  Yes  No

Summary attached

- 3.2.6 Has the Dealer Group or any relevant staff been subject to any audits, investigations or reviews by ASIC? If so, please attach a summary  Yes  No

Summary attached

How many advice related complaints have resulted in the payment of compensation:

in the previous 12 months?

in the 12 months before that?

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## Bank Account Information – for payments to be made to the Dealer Group

Name of financial institution:

Address of financial institution:

Account name (must be in the name of the AFSL licence holder):

BSB number:    -

Account number:

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List of Principals (please insert additional pages as required)

Name:

Former names (if any):

Qualifications:

Previous professional employment/positions (previous five years):

Name:

Former names (if any):

Qualifications:

Previous professional employment/positions (previous five years):

Name:

Former names (if any):

Qualifications:

Previous professional employment/positions (previous five years):

Name:

Former names (if any):

Qualifications:

Previous professional employment/positions (previous five years):

Name:

Former names (if any):

Qualifications:

Previous professional employment/positions (previous five years):

**Privacy – Important Information** – Macquarie Group Limited and its related bodies corporate (Macquarie) collect personal information under this form and use the information to review the Dealer Group (or for related purposes which would reasonably be expected without your permission). You can contact us to request access to your information and to ask for the relevant form to correct/update any personal information. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by telephoning us on 1800 080 033 or email the Privacy Officer at: [privacy@macquarie.com](mailto:privacy@macquarie.com). You may also request a copy of your Privacy Policy which contains further details about our handling of personal information, including how you may access or update your personal information and how we deal with your concerns. The Privacy Policy can also be found via [macquarie.com.au](http://macquarie.com.au). You agree and consent that Macquarie may disclose information we hold about you in the following circumstances (even if the disclosure is to an organisation overseas the locations are specified in our Privacy Policy): to companies and representatives that provide services on our behalf, for example printing statements or notices which we send to you; to other Macquarie Group companies or Macquarie’s agents or contractors who may provide related services; to your agents and representatives; if the disclosure is required or authorised by law.

**If you do not disclose the information** – You may choose not to give personal information to Macquarie, and if you do not give personal information Macquarie may not be able to review the Dealer Group or provide you with information regarding your clients’ investment(s) and/or loan(s) (where consent is given). You agree and acknowledge that Macquarie may collect your personal information and disclose that information to relevant authorities in connection with its obligations under the Financial Transaction Reports Act 1988 and the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 or other Australian or overseas legislation.

## Dealer Group Acknowledgements and Confirmations

This document contains acknowledgements and confirmations in relation to the financial services **(as defined under s761G of the Corporations Act)** provided by the Dealer Group **(You)** or your representatives **(as defined in s910A of the Corporations Act)** **(Representatives)** in respect of any products or investments issued or offered by the Macquarie Funds Group **(Products)** or any other products we may determine from time to time.

Macquarie Group Limited and its related bodies corporate are referred to as Macquarie, we, us in this document. If a disclosure document, previous proposals, discussions, understanding or agreements are inconsistent with these acknowledgements and confirmations in this document, this document prevails.

### 1. Relationship of parties

**You, the Dealer Group, acknowledge that:**

- 1.1 You have no authority to conduct any business, and you will not represent yourself as conducting any business:
  - a. as an agent for Macquarie;
  - b. as a representative of Macquarie; or
  - c. in any other capacity where you act on behalf of Macquarie including as partner or joint venturer,

and that Macquarie is not acting as a fiduciary or adviser for you or your Representatives.

- 1.2 Macquarie is relying, and will continue to rely, on the confirmations and acknowledgements provided in the Questionnaire and this document.

**You, the Dealer Group, confirm that:**

- 1.3 The information in the Questionnaire is true and accurate and all reasonable enquiries have been made to ensure this is the case.
- 1.4 You will notify Macquarie immediately if an acknowledgement or confirmation set out in this document ceases to be correct.

### 2. Dealer group's licence and insurance

**You, the Dealer Group, confirm that:**

- 2.1 You are not in breach of your AFSL in connection with any financial services and will immediately notify Macquarie of:
  - a. any breaches of your AFSL, any cancellation, suspension, alteration of any condition or replacement of your AFSL or any action or investigation taken by the Australian Securities and Investments Commission in connection with your AFSL or any industry body in connection with the financial services provided by you and your Representatives; and
  - b. any court judgment, civil penalty or disqualification order against you or your principals or any compensation paid to clients by you or your principals in relation to your advisory functions or fraud or negligence in relation to client money, investments or advice;
  - c. any details of any material change in the ownership or control of your business.
- 2.2 You have in place insurance appropriate to the type and scale of the business you operate, including without limitation, professional indemnity insurance and you undertake to provide to Macquarie reasonable evidence of your insurance on request by Macquarie.
- 2.3 You will provide Macquarie with any information reasonably requested by Macquarie from time to time.

### 3. Promotion of products

**You, the Dealer Group, confirm that:**

- 3.1 You will ensure that your Representatives have read and understood the terms of the applicable disclosure document (including any associated loan documents) for the Products and will not make any representations about the Product that are factually inconsistent with the relevant disclosure document.
- 3.2 In providing your financial services, neither you nor your Representatives have received from Macquarie, or will rely on, any representation, warranty, assurance or guarantee as to the costs or expected performance of the Product other than the information contained in the applicable disclosure document (and any associated pricing term sheets).
- 3.3 You and your Representatives will provide financial services in a professional and ethical manner.
- 3.4 You will not (and you will ensure that your Representatives will not):
  - a. engage in any act or conduct which is, or is likely to involve a misrepresentation about the Product or Macquarie; or
  - b. do or omit to do anything that may bring Macquarie or Macquarie's financial standing into disrepute or that may render Macquarie to criminal prosecution, regulatory action or civil proceedings; or
  - c. engage in any act or conduct which is, or is likely to be, false, misleading, deceptive, fraudulent, unlawful or unconscionable;
  - d. represent that any calculation, comparison, extrapolation or simulation made by you or your Representatives is endorsed by Macquarie.
- 3.5 You will promptly provide any advertising or promotional material in relation to a Product (including but not limited to print and radio advertising, direct mail letters and email and internet web pages) for review by Macquarie, at Macquarie's request.
- 3.6 You will immediately cease using, and ensure that your Representatives cease using, your promotional material if Macquarie determines that such material is factually inconsistent with a relevant disclosure document or may be adverse to Macquarie in any way.



**You, the Dealer Group, acknowledge that:**

- 3.7 Any tools and resources provided by Macquarie (including sample client promotional material) are provided for general information purposes only.
- 3.8 Macquarie takes no responsibility for the use of the tools and resources and Macquarie is not representing or guaranteeing that the tools and resources are appropriate for use by you or your Representatives or comply with any relevant law.
- 3.9 Certain material may be provided to you on the basis that it is for “adviser use only”, and you undertake to ensure that such “adviser use only” material will be not be given to clients.
- 3.10 The use of the tools and resources and compliance with relevant laws is your sole responsibility.
- 3.11 All intellectual property rights in the Products are the intellectual property rights of Macquarie.

**4. Remuneration****You, the Dealer Group, confirm that:**

- 4.1 You and your Representatives will disclose to your clients all fees, alternative remuneration and other incentives, whether trailing or otherwise to which you and your Representatives may respectively become entitled in respect of the Products.
- 4.2 You will provide to Macquarie a list containing the signatures of your Representatives authorised to executed documents and issue instructions on your behalf and will ensure that this signatory list is up to date.

**5. Macquarie’s discretion****You, the Dealer Group, acknowledge that:**

- 5.1 Macquarie has the right to exercise discretion with respect to its Products, and where it does so, it will not be responsible for loss suffered by any person.
- 5.2 Macquarie has the right, and may be required, to deal with your clients directly.

**6. No tax advice****You, the Dealer Group, acknowledge that:**

- 6.1 Macquarie does not give, nor does it purport to give, any taxation advice in respect of any Products or otherwise. Accordingly, you will ensure that your clients rely on their own personal taxation advice when considering an investment in a Product.

**7. Responsibility****You, the Dealer Group, acknowledge that:**

- 7.1 Macquarie is not responsible for the actions of you or your Representatives and does not accept any liability for any claim, expense, loss or damage relating to you or your Representatives’ actions.

**8. Aml/ctf verification records and customer identification procedures****You, the Dealer Group, confirm that:**

- 8.1 You will:
  - a. comply with all applicable guidelines and laws with respect to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (“AML/CTF Laws”).
  - b. make available to Macquarie, on request, original verification and identification records obtained by you in respect of any client who applies for a product issued or offered by Macquarie, being those records referred to in the FSC/FPA Form in respect of that client.
  - c. use reasonable efforts to obtain additional information from clients who have applied for a product issued or offered by Macquarie if Macquarie requests you to do so.
  - d. not knowingly do anything to put Macquarie in breach of the AML/CTF Laws. and
  - e. notify Macquarie immediately if you become aware of anything that would put Macquarie in breach of AML/CTF Laws.

**Authorised signature(s)**  
**Signature of licensed entity (if individual) or Company Officer (if company)**

Date:

Please print name:

Please print position(s):

**If company, signature of second Company Officer**

Date:

Please print name:

Please print position(s):

Please complete and return to **Macquarie Specialist Investments, GPO Box 4294, Sydney NSW 1164**, email **structuredinvestments@macquarie.com** or facsimile **02 8232 6158**.

If you require any assistance please contact the **Client Service Team** on **1800 080 033** or email **structuredinvestments@macquarie.com**.

Macquarie Specialist Investments is a business within the Macquarie Funds Group. Other than Macquarie Bank Limited ABN 46 008 583 542 (**MBL**), any entity that issues products or provides loans within the Macquarie Funds Group is not an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Commonwealth of Australia). That entity's obligations do not represent deposits or other liabilities of MBL. MBL does not guarantee or otherwise provide assurance in respect of the obligations of any entity within the Macquarie Funds Group, unless noted otherwise.

Bank Use Only	CIP Collection Complete	Signature	Name	Date