

# Macquarie Wrap 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) and the Macquarie Consolidator Cash Account (Cash Account).

Use this form to authorise someone else to view or operate your Macquarie Wrap 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 Wrap website. Your adviser is able to do this as part of their authority to operate your Macquarie Wrap account. For Investment Manager and Investment Consolidator accounts, this form also allows you to authorise a third party, including your adviser, to operate the CMA/Cash Account.

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  with an (X).

1

## Your account details

Account number	Account name
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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

To authorise an individual ► **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](http://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 Macquarie Wrap 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 Macquarie Wrap Investment and Super accounts.

Company Code/Bulk Transacting Code (if known):

For Macquarie Wrap Investment accounts only, if you want the company to transact on your CMA/Cash Account, please select the level of authority you are giving:

- |   |   |
|---|---|
| <input type="checkbox"/> Authorised Signatory Authority*    | <input type="checkbox"/> General Withdrawal Authority** |
| <input type="checkbox"/> Government/Tax Payment Authority** | <input type="checkbox"/> Fee Authority**                |
| <input type="checkbox"/> Enquiry Authority                  |   |

\* If you selected Authorised Signatory authority, additional identification may be required. Further information is available at [macquarie.com.au/idforms](http://macquarie.com.au/idforms). A Financial Services Company must be registered with Macquarie before it can be given access to/authority on the account.

\*\* Only available for Investment Manager/Investment Consolidator accounts.

## 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/ Cash Account and with ClientView access on your Macquarie Wrap account. Macquarie Wrap 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:

- Government – Tax Payment Authority (for Investment Manager/Investment Consolidator accounts and available to Advisers only).** This enables your Adviser to make tax payments online on your behalf from the CMA/Cash Account and gives ClientView access on your Macquarie Wrap account. Macquarie Wrap 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 Macquarie Wrap account.

**B. Details of first individual**

This section is to be completed by the first individual appointed)

Title:

Full name:

Any other name known by:

Date of birth:  /  /

Residential address (cannot be a post office box):

Occupation:

Mother's maiden name:

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.*

Phone number:

Email address:

**C. Declaration of first 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 [macquarie.com.au/yourwrap](http://macquarie.com.au/yourwrap) or by contacting us.

Signature:

Date:  /  /

## 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/ Cash Account and with ClientView access on your Macquarie Wrap account. Macquarie Wrap 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:

- Government – Tax Payment Authority (for Investment Manager/Investment Consolidator accounts and available to Advisers only).** This enables your Adviser to make tax payments online on your behalf from the CMA/Cash Account and gives ClientView access on your Macquarie Wrap account. Macquarie Wrap 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 Macquarie Wrap account.

**B. Details of second individual**

This section is to be completed by the second individual appointed)

Title:

Full name:

Any other name known by:

Date of birth:  /  /

Residential address (cannot be a post office box):

Occupation:

Mother's maiden name:

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.*

Phone number:

Email address:

**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 [macquarie.com.au/yourwrap](http://macquarie.com.au/yourwrap) or by contacting us.

Signature:

Date:  /  /

4

## Would you like to cancel a Third Party Authority or Company access on your Macquarie Wrap account?

No  Yes, please specify name:

*Existing authorities will remain on your Macquarie Wrap 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 1:

Date:

 /  / 

Title:

Name:

If a company officer, your corporate title:

Signature 2:

Date:

 /  / 

Title:

Name:

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 Macquarie Wrap 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 Macquarie Wrap account on Macquarie Online.
2. You authorise the "Third Party" to use the Macquarie Online service to view your Macquarie Wrap account, if permitted by Macquarie:
  - 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.
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 Macquarie Wrap 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 Macquarie Wrap 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 Macquarie Wrap account and you cannot claim that he or

## Terms and conditions (continued)

- 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 Macquarie Wrap 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 Macquarie Wrap account.
2. If you appoint a third party to withdraw from your Macquarie Wrap account, they will automatically be able to enquire on your Macquarie Wrap 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 Macquarie Wrap 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 Macquarie Wrap 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 Macquarie Wrap 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 Macquarie Wrap account, by telling you in writing.
8. In the event of the death of a Macquarie Wrap account holder, the authority given under this form will automatically terminate.
9. Third parties may not set up Direct Debits on your Macquarie Wrap account or give other third parties access or authority on your Macquarie Wrap account.
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 Macquarie Wrap 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 Macquarie Wrap 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 [macquarie.com.au/yourwrap](http://macquarie.com.au/yourwrap) or by calling us on 1800 025 063.
12. **Enquiry Authority**
  - a) You authorise the third party to have access to information about your Macquarie Wrap account.
  - b) You do not authorise the third party to make withdrawals from your CMA/Cash Account, make any changes to your Macquarie Wrap account details, close your Macquarie Wrap 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/Cash Account 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/Cash Account 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 Macquarie Wrap account details, close your Macquarie Wrap 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 Macquarie Wrap account (subject to clause 9) and close your Macquarie Wrap account.

Please complete and return the form to **Macquarie Wrap, GPO Box 4045, Sydney NSW 2001**, or via email to [wraolutions@macquarie.com](mailto:wraolutions@macquarie.com) or via fax to **1800 025 175**.

If you have any queries about completing this form please contact us on **1800 025 063**.