

# Grove Portfolio Online

## 2. Sub Account Setup Form



PLEASE USE BLACK INK

**1 Existing and New account names** **Please complete your consolidated client account details with Grove Portfolio Online**

Account name

Account code\*

**What is the name of the sub account you wish to establish?**

Include this sub account for consolidated reporting  Yes  No

**2 Your ABN/TFN details** If you have an ABN please provide it here

-    -    -

Tax file number #         or exemption

*Please attach exemption documentation*

**3 Your Contact Information** Please provide your contact name Telephone number

( )

What is your email address?

**4 What is your mailing address?**

Postcode

*All correspondence will be sent here*

**5 What is your street address?**  
(If different from above)

Postcode

**6 Banking details for the nominated account, for the Custodian to pay redemption proceeds into**

Bank, building society or credit union name

Branch address

Postcode

Branch number (BSB)    -    Account number

Account name

**7 GST information**

Are you registered for GST?  Yes  No

Are you a resident of Australia for income tax purposes?  Yes  No

If no, please state country of residence for income tax purposes

**8 Adviser details**

Adviser Organisation

Adviser  Contact Person

Anna Uremovic

# If you are an organisation not required to lodge a tax return, please quote the code "NL" and provide the exemption documentation. It is not an offence to withhold your TFN, but if you do not provide it, tax may be deducted from your investments. Collection of TFN information is authorised and its use and disclosure is strictly regulated by taxation laws and the Privacy Act.

\* For initial application code is to be left blank

Your personal information provided to Grove on the Application Forms or otherwise is collected in accordance with Grove's Privacy Statement. By signing each Application Form, you authorise Grove to collect, maintain, use and disclose your personal information in the manner set out in Grove's Privacy Statement, which is available on request and at no charge.

Office use only	M Code	S Code	SSC	Sig	ANZ	F/end	GF
-----------------	--------	--------	-----	-----	-----	-------	----

## By signing this form I/we:

- (i) acknowledge that I/we have received from Grove Research & Advisory Pty Limited (ABN 93 052 348 026) ("**Grove**") each of the Grove Portfolio Online Investor Brochure ("**Investor Brochure**") and the Grove schedule of fees ("**Fee Letter**") detailing the fees that I/we will be charged when using Grove Portfolio Online and I/we have read these documents;
- (ii) wish to apply to Grove to use the Grove Portfolio Online service in accordance with the details set out in this form, the client registration form and the access authority form ("**Application Forms**") and acknowledge that I/we have read each Application Form;
- (iii) agree to use Grove Portfolio Online on the terms set out in each of the Application Forms, the terms of the Investor Brochure, the Fee Letter, the terms specified on Grove Portfolio Online and any other terms agreed in writing between Grove and I/us and agree to be bound by each of those terms ("**Grove Portfolio Online Terms**");
- (iv) represent and warrant that I/we am/are a person to whom an offer of financial products may be made without needing a product disclosure statement to be provided to investors under Part 7.9 of the Corporations Act 2001 (Cth) ("**Corporations Act**");
- (v) represent and warrant that I/we am /are a person to whom an offer of securities may be made without needing a prospectus or other disclosure document to be provided under Chapter 6D of the Corporations Act;
- (vi) acknowledge and understand that the Investor Brochure issued in relation to Grove Portfolio Online is not a disclosure document or product disclosure statement for Corporations Act purposes;
- (vii) confirm that I/we am /are not a retail client as defined in section 761G of the Corporations Act and are/am fully aware of the risks associated with making investments in the various managed funds and investments offered through Grove Portfolio Online;
- (viii) agree, as the "Client", to be bound by the terms of the Custody Terms and Conditions with ANZ (ABN 11 005 357 522) ("**Custodian**") that I/we have been provided with by Grove pursuant to which the Custodian is to hold legal title to and act as custodian of all my/our investments made through Grove Portfolio Online;
- (ix) acknowledge that I have reviewed the Custody Terms and Conditions and acknowledge and agree that I/we formed my/our own opinion regarding the terms and conditions of the Custody Terms and Conditions and am/are not relying on Grove or any representations or actions of Grove in making my/our decision to agree to be bound by the terms of the Custody Terms and Conditions;
- (x) authorise Grove to enter into the Custody Terms and Conditions on my/our behalf and appoint Grove as my/our attorney to execute the Custody Terms and Conditions;
- (xi) acknowledge and agree that appointment of the Custodian may be terminated and a replacement Custodian appointed by Grove on my/our behalf, at Grove's discretion;
- (xii) authorise Grove to enter into new Custody Terms and Conditions on my/our behalf for the purposes of appointing a replacement custodian and appoint Grove as my/our attorney to execute the new Custody Terms and Conditions;
- (xiii) acknowledge and agree that the terms and conditions of the Custody Terms and Conditions or the new Custody Terms and Conditions may be amended or varied from time to time and I/we will be deemed to have agreed to such amendments upon notification of those amendments;
- (xiv) acknowledge that Grove and the Custodian have entered into an agreement with Investment Administration Services Pty Limited (ACN 109 199 108) ("**IAS**") which governs the provision of administration services and certain custody related services provided in connection with Grove Portfolio Online and may enter into alternative arrangements with one or more other service providers as a replacement or additional service provider (IAS and each such service provider referred to as a "**Service Provider**");
- (xv) represent and warrant that I/we have legal power and authority to use Grove Portfolio Online and direct the Custodian to invest in the investments through Grove Portfolio Online;
- (xvi) authorise Grove, the Custodian, the Service Provider and their agents to act on my/our instructions submitted using Grove Portfolio Online (including to acquire or dispose of Assets, within the meaning of the Custody Terms and Conditions) and to operate my portfolio on the Grove Portfolio Online Terms and in accordance with the Custody Terms and Conditions;
- (xvii) authorise the Custodian or its agent to deduct (in each case including any applicable GST) the Funds Management Fees, the Custody, Administration and Advisory Fees and any other fees and expenses described in the Investor Brochure, the Fee Letter, the Custody Terms and Conditions, Grove Portfolio Online and in any other written terms agreed between myself/us and Grove applicable to my/our use of Grove Portfolio Online and my/our investments by deduction from the Assets in which I/we have invested through Grove Portfolio Online in accordance with the Custody Terms and Conditions. I/we also acknowledge that additional fees may be charged for additional services I / we may require from time to time, subject to Grove agreeing those fees with me/us;
- (xviii) acknowledge that Grove may in its absolute discretion, nominate the Asset in which I/we have invested through Grove Portfolio Online from which to deduct the Custody, Administration & Advisory Fees and any other fees, expenses and rebates referred to in (xvii) above (other than the Funds Management Fees) unless and until I/we provide written instructions to Grove nominating a specific Asset in which I/we have invested through Grove Portfolio Online from which Grove may deduct its fees.
- (xix) acknowledge and agree that where fees and/or expenses referred to in (xvii) above cannot be paid by deduction from the Assets I/ we will be invoiced for such fees and/or expenses and will be liable to pay those fees and/or expenses to Grove;
- (xx) acknowledge and agree that Grove does not make any representations, warranties or guarantees regarding the financial performance of investments made through Grove Portfolio Online, and these investments are subject to investment risk including the risk of loss of income and principal invested;
- (xxi) agree that prior to making an investment through Grove Portfolio Online, I/we will read the relevant information memorandum, disclosure document, term sheet or product disclosure statement for that investment;
- (xxii) agree that Grove, the Service Provider, the Custodian and their agents may access, at inquiry level only, my/our reports and portfolio information on Grove Portfolio Online for the purpose of providing services to me/us on Grove Portfolio Online;
- (xxiii) acknowledge and agree that, to the maximum extent permitted by law, Grove is not liable to me/us in contract or in tort or otherwise for any loss or damage I/we incur or suffer in connection with using Grove Portfolio Online unless such loss or damages arises from Grove's or its employees negligence, fraud or wilful misconduct;
- (xxiv) acknowledge and agree that Grove is not liable or responsible for the acts or omissions of the Service Provider or the Custodian;
- (xxv) indemnify Grove, the Service Provider and the Custodian for any loss, damage or expense Grove incurs in connection with or arising from my/our use of Grove Portfolio Online in any way that is not in accordance with the terms in this form, the Investor Brochure, the Fee Letter and on Grove Portfolio Online or any other written terms agreed between Grove and me/us, arising from any breach of warranty or representation I/we have given on this form or which otherwise arises as a result of my/our negligence, fraud or wilful default or that of my/our officers, agents, employees or contractors. I/we further indemnify Grove, the Service Provider and the Custodian for any loss, damage or expense that Grove, the Service Provider or the Custodian incurs as a result of instructions submitted by me/us or an Authorised Signatory or Authorised User under the Custody Terms and Conditions by facsimile. I agree that this indemnity survives even if I/we have ceased to use the Grove Portfolio Online service;
- (xxvi) warrant that all details given on this form and each of the other Application Forms are true and correct;
- (xxvii) acknowledge that Grove may need to request certain information in order to comply with anti-money laundering and counter terrorist financing laws and agree to provide such information to Grove, as requested by Grove from time to time;
- (xxviii) acknowledge that Grove may be required by law to disclose certain of my/our information to government authorities or agencies and agree that Grove may disclose such information to the extent required by applicable law; and
- (xxix) agree that each time I/we access Grove Portfolio Online, that each of the warranties, representations and undertakings herein which I/we have provided are repeated at that time.

I/We also acknowledge that either Grove or I/we may terminate my/our access to Grove Portfolio Online at any time by giving the other not less than 3 months' written notice of termination (or such shorter period as Grove and I/we may agree). I/we also acknowledge that Grove may terminate my/our access to Grove Portfolio Online immediately (i) if I/we fail to pay any amount to Grove which I/we are required to pay under the Fee Letter; (ii) if any of the acknowledgments, confirmations, representations or warranties by me/us under this document are or become untrue, incorrect or misleading; (iii) if Grove terminates, or is entitled to terminate, the Custody Terms and Conditions; or (iv) if the Custody Terms and Conditions are terminated in accordance with their terms by any party.

**This form is taken to have been executed as, and shall operate as a deed poll.**

