

Managed Portfolio Subscription Form

Mason Stevens Limited ABN 91 141 447 207 AFSL 351578

Mason Stevens Super ABN 34 422 545 198 RSE Registration Number R1004168

Trustee: Diversa Trustees Limited ABN 49 006 421 638 RSE License Number L0000635 AFSL License 235153

Use this form to instruct us which managed portfolios to open in the account indicated in Section 1. This form contains the MDA Service Terms which apply to retail clients investing in a managed portfolio using a Mason Stevens Global Investment Service account.

For advisers:

- Please upload a completed and signed form via the Mason Stevens platform by navigating to *Account > Add portfolio*.
- Attach a copy of the advice documentation provided to the client recommending the managed portfolios to be opened indicated on this form. This only applies to a retail client in the Mason Stevens Global Investment Service and does not apply for Mason Stevens Super accounts.
- Attach an *Advice fee consent* form if you wish to charge an ongoing adviser fee on the managed portfolios or amend the existing ongoing adviser fee loaded on the account.
- If there are assets you would like to transfer into a managed portfolio, please ensure you have submitted the required transfer documents to start this process.
- Please note it is your responsibility to invest the client's funds into the managed portfolios once they have been opened in the account.

Account Details

1

What is the Mason Stevens account you want to open the managed portfolios in?

Account Name

Account number

Managed Portfolios

2

Which managed portfolio/s do you want to open in this account? **Once they are open in the account, it is your adviser's responsibility to invest your funds into the managed portfolios.**

Portfolio name

1.
2.
3.
4.
5.



Declaration and Signature

3

By signing below, you instruct Mason Stevens to open the above selected portfolios on your account. If you are a retail client, you confirm that you agree to the Managed Discretionary Account (MDA) Service Terms attached to this form and that your financial adviser has provided you with a Statement of Advice and the relevant disclosure document for the selected managed portfolios.

Signature 1

Full name

Date

Director Sole Director Secretary

Signature 2

Full name

Date

Director Sole Director Secretary

Signature 3

Full name

Date

Director Sole Director Secretary

Signature 4

Full name

Date

Director Sole Director Secretary



Managed Discretionary Account (MDA) Service Terms

Important information

This document sets out the MDA Service Terms for the MDA Contract between the person named as the applicant in the Application Form (**Client/you/your**) and Mason Stevens Limited ABN 91 141 447 207 AFSL 351 578 (**us/we**) and should be read in conjunction with the Investment Mandate for the specific Managed Portfolios that you have chosen. The Investment Mandate is available from your adviser. This explains the terms on which we agree to provide MDA Services to you. These do not apply if your account comprises a Self-Directed Portfolio only.

For information on Mason Stevens and the MDA Service please also refer to the Financial Services Guide available at masonstevens.com.au/fsg

If you are unable to access the online information, your adviser or Mason Stevens can provide the information in hard copy free of charge.

MDA Contract

1. An MDA Contract between us and you on the following terms:
 - a. An **MDA Contract** is an agreement made by Client and Mason Stevens for Mason Stevens to provide MDA Services to Client in respect of a Managed Account. The **MDA Contract** comprises:
 - a. Client's application for the MDA Contract (including made by or on behalf of Client);
 - b. our FSG for MDA Services;
 - c. the Investment Program for the Managed Account; and
 - d. these MDA Service Terms;
 - e. any other specific authorisations, instructions, limits or requirements agreed (in writing) by Client and us.
 - b. There is a separate MDA Contract in respect of each Managed Account unless Client applies at the same time for more than one Managed Account and that application for more than one Managed Account is accepted (which automatically makes one MDA Contract in respect of all of the requested Managed Accounts).
 - c. A **Managed Account** is an account with us provided pursuant to the Services Agreement and managed by us pursuant to the MDA Contract for the Investment Program referable to it (as evidenced in our records).

For the avoidance of doubt, the MDA Contract (including the MDA Service Terms) is not part of the Services Agreement.
 - d. The Investment Program is selected by Client as notified to us in Client's application for the MDA Contract.

The Investment Program includes and incorporates the Investment Mandate or Mandates for the Investment Program (whether stated in the Investment Program or it is stated there that it incorporates by reference to the Investment Mandate).
2. **MDA Services** are on the following terms:
 - a. Mason Stevens is authorised to manage Client's Managed Account in accordance with these MDA Service Terms to implement the Investment Program for the Investment Mandate allocated to the Managed Account.
 - b. Mason Stevens is authorised, in operating the Managed Account, to deal in Financial Products on Client's behalf, without any prior approval from, or consultation with, Client in respect of the purchase, sale and other management of Financial Products, including their exercise or roll-over (subject to any limits agreed with Client and subject to the Services Agreement).
 - c. Client accepts:
 - a. The MDA Services are primarily to give authority and power to Mason Stevens to exercise its discretion to make transactions for the Managed Account (in accordance with the MDA Contract).
 - b. The discretionary trading of Financial Products for the Managed Account is speculative and carries with it the risk of loss of some or the entire amount traded and that Client's liability is not necessarily limited to the balance of the Managed Account but may include Client's full liability arising from trading in Financial Products on terms authorised by Client.



- c. Mason Stevens does not assure, guarantee or represent to Client that any particular investment performance will be achieved, that the capital invested by Client will be maintained or that any particular investment or trading strategy will obtain assured outcomes or meet any performance criteria.
 - d. Past performance of any mandate, strategy or investment approach is not a guarantee, assurance or representation of future success, whether regarding accounts of any kind, any investment or trading strategy or mandate or any service or investment.
 - e. Dealing in Financial Products involves the risk of substantial loss as well as the prospect of profit.
 - f. Income (if any) earned for the account may be irregular and the timing of that income might not suit Client's requirements. Income earned outside of Australia may be subject to tax laws applying in those other jurisdictions, including obligations on the payer to make withholdings or to disclose information to tax or other authorities. Income earned in other currencies may fluctuate in unrealised value until converted into Australian currency, and any exchange in currencies may incur losses, charges (including by way of spreads) or fees, reducing the amount available to Client.
 - g. Mason Stevens has complete discretion to manage Client's Managed Account (subject to the MDA Contract and to duties and other obligations of Mason Stevens which by law cannot be excluded).

In exercising this discretion, Mason Stevens might expose Client to a range of risks including risk associated with currency exchanges, derivatives, changes in economic cycles, interest rates, investor sentiment and political, social, technological and legal factors as well as changes in a company's management or its business environment as described. These risks may affect the value of Client's Managed Account and the return which Client receives from Property in the Managed Account.
 - h. Mason Stevens may but is not obliged to exercise any specific right or other benefit attached to or granted to a holder of any Financial Products held for Client in the Managed Account (including, but not limited to, voting rights, participation in rights issues, share purchase plans, buy backs, takeover offers or schemes of arrangement) and will not be liable for undue or unreasonable failure or delay in exercising any of those rights on Client's behalf.
 - i. Mason Stevens is not responsible for any loss or liability incurred by Client if Mason Stevens acts or refrains from acting within the terms of the MDA Contract other than where it has acted fraudulently, negligently or recklessly.
 - j. If a term of the Services Agreement would be (but for this provision) inconsistent with the MDA Service Terms and such inconsistent term would prevent Mason Stevens from complying with the ASIC MDA Instrument for the MDA Contract, that inconsistent term in the Services Agreement is (by these MDA Service Terms) severed from the Services Agreement.
- Apart from the foregoing, the MDA Service Terms do not limit the Services Agreement.
3. In these MDA Service Terms, the following defined expressions are used:
- Client** means the person who is the Client for the Services Agreement and is identified in the application for the MDA Contract.
- Financial Product** means a financial product as defined for the purposes of the Corporations Act 2001 (Commonwealth).
- FSG** means financial services guide (relevant to the MDA Service).
- Investment Mandate** means a document (or section of a document) of that name or description which is referred to in, and incorporated by reference to, an Investment Program.
- Investment Program** means a program for investing Client's Property through an MDA Service, pursuant to the MDA Contract. The Investment Program may be set out in a statement of advice accepted by Client and may include one or more Investment Mandates.
- Managed Account** is defined in clause 1.c.
- MDA Contract** is defined in clause 1.a.
- MDA Service** is described in clause 2.
- Property** means all Financial Products, cash or cash equivalent, choses in action and ancillary rights held on behalf of Client by us, or accruing to Client as a result of the Services Agreement with us.
- Services Agreement** means the agreement of that name made by Client and Mason Stevens for account, custody and other services.

