



PRIVACY AGREEMENT

ADVISER DETAILS	
Full Name of Adviser:	
Address:	
Telephone No.:	
ABN:	
LEGAL ENTITY (please tick)	Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trustee <input type="checkbox"/>

By signing this Agreement you, the Adviser:

1. Appoint Navigator Australia Limited, ABN 45 006 302 987 AFSL 236466 ("Navigator"), NULIS Nominees (Australia) Limited ABN 80 008 515 633 AFSL 236465 ("NULIS") and related entities, known as MLC as your agent for the purpose of disclosing on your behalf confidential information relating to your clients to your nominated service provider, ("the Service Provider").
2. Confirm that you have made all necessary arrangements with the Service Provider and your clients to comply with all applicable privacy requirements.
3. Acknowledge and agree to the attached Terms and Conditions, which form part of this Agreement between you and MLC.

SIGNED ON BEHALF OF THE ADVISER	
Signature:	
Name:	
Position:	
IN THE PRESENCE OF	
Witness Signature:	
Witness Name:	
Date:	
SIGNED ON BEHALF OF MLC	
Signature:	
Name:	
Position:	
IN THE PRESENCE OF	
Witness Signature:	
Witness Name:	
Date:	

1. DEFINITIONS

The following definitions apply in this Agreement.

"**Confidential Information**" means the following, whether or not in material form, and whether disclosed to the Service Provider prior to or after the date of this Agreement, and including Personal Information:

- (a) all information held by MLC:
 - i. treated by MLC as confidential; and
 - ii. disclosed by MLC (as agent for the Adviser) to the Service Provider for the Permitted Purpose;
- (b) that part of all notes and other records prepared by the Service Provider based on or incorporating the information referred to in paragraph (a); and
- (c) all copies (whether on paper, in electronic storage or other storage medium) of the information and those parts of the notes and other records referred to in any of paragraphs (a) and (b).

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

"**Privacy Laws**" means the *Privacy Act 1988 (Cth)* of Australia and the National Privacy Principles contained in Schedule 3 to that Act or any approved privacy code that applies to any of the parties to this Agreement.

"**Permitted Purpose**" means the use of Confidential Information in financial planning software to assist the Adviser to provide financial planning and advice to its clients;

"**Service Provider**" means the service provider named in this Agreement and any other service provider the parties may later agree in writing is to be treated as a Service Provider for the purposes of this Agreement.

2. APPOINTMENT OF AGENT

In consideration of the agreements and obligations set out in this Agreement:

- (a) The Adviser confirms that it is necessary for MLC (as agent for the Adviser) to provide Confidential Information to the Service Provider so that the Service Provider may provide software and services to and on behalf of the Adviser in relation to financial planning;
- (b) The Adviser appoints MLC as its agent for the purpose of disclosing Confidential Information relating to the Adviser's clients to the Service Provider on behalf of the Adviser;
- (c) The Adviser instructs MLC to enter into an agreement with the Service Provider to evidence the relationship between the Service Provider and the Adviser and the obligations arising under that relationship in relation to information provided to the Service Provider by MLC acting as the Adviser's agent.
- (d) MLC agrees to act as agent for the Adviser for the purpose set out above.

3. COMPLIANCE WITH PRIVACY LAWS

- (a) The Adviser will take all reasonable steps to ensure that the Service Provider will at all times comply with the Privacy Laws in relation to Personal Information disclosed to it under this Agreement.
- (b) The Adviser warrants that:
 - i. it has obtained all necessary permissions and consents from each of its clients to permit disclosure of their Confidential Information by MLC to the Service Provider; and
 - ii. the Adviser's privacy policy permits disclosure as referred to in clause 3(b)i.
- (c) The Adviser will comply with all requirements applicable to it under the Privacy Laws.

4. CONFIDENTIALITY AND PERMITTED USE

- (a) The Adviser will take all reasonable steps to require the Service Provider to treat all Confidential Information as strictly confidential and to use it only for the Permitted Purpose.

- (b) When accessing any Confidential Information held by the Service Provider, the Adviser will:

- i. only access Confidential Information relating to its own clients;
- ii. ensure that only users specifically authorised by the Adviser have access to the Confidential Information;
- iii. comply with all applicable security and access requirements of the Service Provider and MLC including keeping user names and passwords secure and only providing such user names and passwords to users specifically authorised by the Adviser.

5. RETURN OR DESTRUCTION OF RECORDS

The Adviser must take reasonable steps to ensure that on the earlier of:

- (a) the Adviser's request; or
- (b) when no longer required for the Permitted Purpose; or
- (c) the completion or termination of the Permitted Purpose, the Service Provider must as soon as practicable, at its cost:
 - i. stop using and/or disclosing all and any of the Confidential Information ; and
 - ii. deliver to the Adviser or, at the Adviser's request and direction, destroy, erase or de-identify, all tangible and intangible records of the Confidential Information (whether prepared by or for the Service Provider or the Adviser or any other person) in the possession, custody or control of the Service Provider or any person to whom it has given access to these records, whether or not in accordance with this Agreement.

6. INDEMNITIES, WARRANTIES AND LIABILITY

- (a) The Adviser unconditionally indemnifies MLC against any loss, liability or expense that MLC Limited may suffer, directly or indirectly:
 - i. because the Service Provider breaches any of its obligations to the Adviser in respect of the Confidential Information;
 - ii. because the Adviser breaches any of its obligations under this Agreement;
 - iii. in any other way in connection with the disclosure of Confidential Information to the Service Provider under this Agreement.
- (b) The Adviser acknowledges that any breach or threatened breach by the Service Provider or the Adviser of its obligations may cause MLC immediate and irreparable harm for which damages alone may not be an adequate remedy. The Adviser agrees that MLC may commence proceedings to restrain any such breach or threatened breach of such obligations or to compel specific performance of the terms of this Agreement.
- (c) The Adviser acknowledges that MLC has no control over the use made of Confidential Information by the Service Provider and MLC is not liable for any act, omission or negligence by the Service Provider.
- (d) MLC excludes all liability to the Adviser 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.

7. GENERAL

- (a) This Agreement is governed by the law in force in Victoria.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.
- (c) Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that another party may reasonably require to give full effect to this Agreement.
- (d) If the Adviser is a trustee it enters into this Agreement on behalf of itself and the trust and warrants that it has all powers, consents and authorities necessary to bind itself and the trust.