

HUB24 Platform Terms and Conditions

31 October 2023

1. HUB24 Platform Terms and Conditions

1.1 Licensee Registration

- a. A Licensee may submit a Licensee Registration Application to apply for access to the HUB24 Platform and to register as a Licensee that is permitted to provide Services in connection with one or more Relevant Products and the SMSF Service to Investors (**Licensee Application**).
- b. The main body of this document and the relevant Schedule(s) sets out the terms applicable to:
 - i. **Schedule 1:** HUB24 Platform;
 - ii. **Schedule 2:** Relevant Products;
 - iii. **Schedule 3:** SMSF Service;
 - iv. **Schedule 4:** AML/CTF Reliance;
 - v. **Schedule 5:** Definitions and Interpretation, together, referred to as the **Licensee Terms**.
- c. By submitting a Licensee Registration Application:
 - i. you agree to comply with and be bound by the Licensee Agreement (which includes the Licensee Terms, as varied or replaced from time to time); and
 - ii. you agree to ensure that each of your Registered Users has been provided with a copy of the Licensee Terms and any applicable Product Fee Schedule and to use best endeavours to ensure that each of your Registered Users complies with the terms of the Licensee Agreement, as varied or replaced from time to time.
- d. For the avoidance of doubt, the Licensee Agreement applies to cases that include (without limitation) where:
 - i. a Licensee has Retail Clients and/or Wholesale Clients;
 - ii. a Licensee is an MDA provider or an External Adviser to an MDA provider;
 - iii. the Licensee and/or its Advisers provide personal advice (as defined in section 766B of the Corporations Act) to their clients in respect of one or both of HUB24 Invest and HUB24 Super; and
 - iv. Advice Practice fees and costs arrangements may be in place.
- e. The terms of the Licensee Agreement (including these Licensee Terms and any special conditions that may be agreed to by HUB24) are subject to change and may be varied, amended or replaced by HUB24 from time to time. HUB24 will:

- i. give you at least 30 days' prior notice of any variation, amendment or replacement of the Licensee Agreement that HUB24 (acting reasonably) believes is materially adverse, except where it is not reasonably practicable to do so (for example, where the variation, amendment or replacement is required to be made without prior notice being given in order for HUB24 to comply with Relevant Law), in which case you will be notified as soon as practicable.
- ii. In the event of any variation, amendment or replacement of the Licensee Agreement that HUB24 (acting reasonably) believes is not materially adverse, you will be notified within 30 days after that event.

Each such notification for the purposes of this clause 1.1(a) may be provided via the HUB24 Platform or such other means as is reasonably determined by HUB24 from time to time.

- f. The current version of the Licensee Terms will be available on AdviserHUB, at hub24.com.au/licensee or by calling 1300 854 994.
- g. The Licensee acknowledges that if it no longer wants or accepts to be bound by the Licensee Agreement (as varied, amended or replaced from time to time), it may terminate the Licensee Agreement between us in accordance with clause 16.

1.2 Non-exclusivity

The Licensee Agreement (including these Licensee Terms) is not exclusive to any party. Any party may enter into similar or different arrangements to those contemplated in the Licensee Agreement with any other person at any time.

1.3 Adviser (including Authorised Representative) and Approved User Registration

- a. The Licensee may nominate its Advisers (who include Authorised Representatives and Corporate Authorised Representatives) to be registered to access the HUB24 Platform, to provide the Services on its behalf by providing HUB24 with the details of each such Adviser in writing and in such manner and form as is prescribed by us (acting reasonably) from time to time.
- b. Each nominated Adviser must complete and submit an Adviser Registration Application to HUB24.

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- c. The Licensee or a registered Adviser may nominate individuals who are Representatives of the Licensee (referred to in these Licensee terms as “**Approved Users**”) to access the HUB24 Platform and to assist with the provision of the Services by providing HUB24 with the details of each such person in writing and in such manner and form as is prescribed by us (acting reasonably) from time to time.
- d. Each nominated Approved User must complete and submit an Approved User Registration Application to HUB24.
- e. The Licensee is responsible for ensuring the accuracy (on an ongoing basis) of the details of all Advisers and Approved Users nominated to HUB24.
- f. The Licensee warrants that:
 - i. it has authorised its nominated Advisers and Approved Users to access the HUB24 Platform and to provide the Services.
 - ii. each nominated Adviser and Approved User require access to the HUB24 Platform to either provide the Services for Investors or to assist with the provision of the Services for Investors.
- g. The Licensee acknowledges and agrees that we are not obliged to make any enquiries as to the status of Advisers or Approved Users and we may register or decline to register Advisers and Approved Users in our sole discretion.
- h. Registered Advisers and Approved Users are referred to in these Licensee Terms as “**Registered Users**”.

2. Licensees and their Representatives

- a. Each Licensee is:
 - i. responsible for monitoring the conduct of their Representatives;
 - ii. liable for the acts and omissions of each of its Representatives to the extent that the Licensee would have been liable if the Licensee had performed the act or made the omission; and
 - iii. not relieved from any of its responsibilities or liabilities under the Licensee Agreement or Relevant Law, notwithstanding that the Licensee may have engaged or appointed a Representative to perform part or all of the Licensee’s duties or obligations.

3. Our relationship with the Licensee

- a. Except as expressly provided otherwise:
 - i. nothing in the Licensee Agreement creates a relationship of employment, trust, agency or partnership between HUB24 and the Licensee; and
 - ii. the Licensee is not authorised to, and may not, act as agent or otherwise for or on HUB24’s behalf, and neither the Licensee nor HUB24 have the right or power to create or assume any obligation or liability on behalf of the other.
- b. Where appropriate, a party must include a statement or disclaimer to the effect described in sub-clause 3(a) in any advice, document or material provided by or on behalf of that party.
- c. HUB24 is not responsible for the acts or omissions of any Licensee or its Representatives.

4. Investor and Issuer contact and communications

- a. HUB24 reserves the right to communicate directly with an Investor or an Issuer for any purpose we determine is reasonably necessary, having regard to our obligations under Relevant Law, the relevant Disclosure Documents and the obligations of any Issuer.
- b. Without limiting clause 4(a), HUB24 may contact an Investor (directly or indirectly) to communicate to the Investor in respect of products, features or services related to the HUB24 Platform, a Relevant Product, the SMSF Service or (subject to Relevant Law) any products or services provided by any Related Company of HUB24 (including to provide information in respect of upgrades or marketing material).

5. No provision of personal advice by HUB24

HUB24 does not provide any personal advice (as defined in section 766B of the Corporations Act) in connection with any Relevant Product, Accessible Investment or the SMSF Service, to any Investor or the Licensee or their Representatives. For the avoidance of doubt, this is the responsibility of the Licensee.

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6. Licensee obligations

6.1 Compliance with the law

- a. The Licensee must at all times comply with and use its best endeavours to ensure its Representatives comply with, Relevant Law in all respects in connection with any access or use of the HUB24 Platform, any Service they provide, any distribution of the SMSF Service, any operation of an MDA service it provides or the performance of its obligations under the Licensee Agreement.
- b. The Licensee must not, by act or omission, and must use its best endeavours to ensure that its Representatives do not, by act or omission, do anything which would cause HUB24 or an Issuer to be in breach of:
 - i. its regulatory or legal obligations including (without limitation) any Relevant Law, provided that this obligation will only apply to the extent that the Licensee or the Representative (as applicable) knows or should reasonably be expected to know that such act or omission would cause such breach; and
 - ii. the terms of any applicable Disclosure Document.
- c. The Licensee must implement such procedures as are agreed with HUB24 which are reasonably required to ensure that HUB24 does not breach Relevant Law and/or the terms of the applicable Disclosure Documents.
- d. The Licensee must, as relevant:
 - i. hold an AFSL or be the beneficiary of a relevant exemption from having to be the holder of an AFSL, such that it is duly authorised to perform its obligations under the Licensee Agreement or to provide the Services it provides in connection with the Relevant Products or to distribute the SMSF Service;
 - ii. comply with the conditions of its AFSL or the conditions of its exemption from having to be the holder of an AFSL;
 - iii. comply with its duties to act efficiently, honestly and fairly;
 - iv. be a member of an external dispute resolution service and have appropriate dispute resolution and complaints handling processes in place;
 - v. hold appropriate professional indemnity insurance consistently with its obligations under Relevant Law and which includes protection against fraud by its Representatives;
 - vi. comply with the AML/CTF Laws, and have adequate processes and controls in place to ensure it is able to comply with the AML/CTF Laws, on an ongoing basis;

- vii. implement and maintain adequate arrangements to ensure that neither it nor any of its Representatives receive or pay a benefit that is or may become Conflicted Remuneration or to which it or its Representatives (as applicable) are not entitled, including (but not limited to) because there is no current consent from the Investor or because an adviser is no longer an Authorised Representative; and
- viii. ensure that neither it nor its Representatives will charge an asset-based fee on a borrowed amount used or to be used to acquire Accessible Investments by or on behalf of an Investor.

6.2 Reporting obligations

The Licensee must notify HUB24 as soon as reasonably practicable if:

- a. either the Licensee or a Registered User no longer requires access to the HUB24 Platform;
- b. a Registered User's authority to access the HUB24 Platform on the Licensee's behalf ceases;
- c. the Licensee's relationship or an Adviser's relationship with an Investor is terminated (including on the death of an Investor) or suspended including, without limitation, if the Adviser ceases to be the financial adviser in respect of an Investor or is replaced by another Adviser as the financial adviser in respect of an Investor;
- d. any of the Licensee's Registered Users cease to be a Representative;
- e. the Licensee or any of its Registered Users breach, or are reasonably likely to breach, any of these Licensee Terms;
- f. a Regulator commences legal proceedings in respect of the Licensee or any of its Representatives;
- g. the Licensee becomes aware of any matter that may adversely impact upon its or HUB24's compliance with Relevant Laws;
- h. the Licensee ceases to be the holder of an AFSL or if it ceases to have the benefit of a relevant exemption from having to be the holder of an AFSL;
- i. a Registered User that is an Authorised Representative of the Licensee ceases to be eligible to be, or ceases to be, an Authorised Representative of the Licensee;
- j. the Licensee becomes aware of any circumstances that may result in the cancellation, suspension or termination of, or imposing of additional conditions on, its AFSL or its exemption from having to be the holder of an AFSL or the authorisation of any of its Authorised Representatives (as applicable);

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- k. without limiting subparagraphs (h), (i) or (j) above, the Licensee or any of its Registered Users ceases to hold the requisite licence(s), registration(s), approval(s), consent(s), authorisation(s) or exemption(s) to provide the Services; or
- l. there has been any non-compliance by the Licensee or any of its Registered Users with any instruction or direction given by HUB24 (acting reasonably) to the Licensee or any of its Registered User.

6.3 Documents and information

- a. The Licensee must use best endeavours to ensure that the information it provides to HUB24 is accurate and complete in all respects.
- b. The Licensee must provide HUB24 with reasonable assistance, information or documents (including, without limitation, copies of any Records of Advice or Statements of Advice in relation to financial product advice provided by the Licensee or its Registered Users to an Investor that are in the Licensee's possession or control) when reasonably requested, including to enable HUB24 to verify compliance with Relevant Law or these Licensee Terms, or to enable HUB24 or an Issuer to comply with Relevant Law (including to complete any returns to a Regulator or reports required under Relevant Law). The Licensee must comply with any such request in connection with providing HUB24 with documents or information within such time as may be reasonably specified by HUB24.
- c. HUB24 may, from time to time (acting reasonably), require a Licensee to provide HUB24 with a compliance certification in a form prescribed by us (acting reasonably), verifying that the Licensee and its Registered Users have complied with Relevant Law (including, without limitation, the AML/CTF Laws) and the Licensee Agreement during the relevant period. The Licensee must provide such certification within a reasonable time after receiving such a request from us and, in any case, within 30 Business Days of receipt of the request or such longer period as is reasonably specified by us.
- d. HUB24 may, from time to time, require that a Licensee or its Registered Users provide HUB24 with tax residency and related tax information about an Investor and relevant third parties for the purpose of allowing HUB24 to meet our obligations under Relevant Law. The Licensee warrants that where it provides information of this kind, the applicable Registered User is the authorised representative of the Investor and any relevant third party for this purpose and that the tax information provided is accurate and reasonable considering the documentation provided by the Investor.

6.4 Modern Slavery

- a. HUB24 and the Licensee must each:
 - i. have reasonable processes and procedures in place to ensure compliance with Modern Slavery Laws which include reasonable steps to review its supply chains and business for instances of modern slavery or human trafficking; and
 - ii. on the reasonable request of the other party, provide reasonable assistance to the other party in relation to the other party's compliance with Modern Slavery Laws.
- b. Each of the Licensee and HUB24 must notify the other as soon as the Licensee or HUB24 (as applicable) becomes aware of any material:
 - i. breach of Modern Slavery Laws; or
 - ii. modern slavery or human trafficking in a supply chain which has a connection with HUB24's Licensee Agreement with the Licensee,and upon receipt of such a notice, the party receiving such a notice may immediately terminate the Licensee Agreement with written notice to the other party.

6.5 Conflicts management

Each of HUB24 and the Licensee acknowledge and agree that it has in place adequate arrangements for the management of conflicts of interest that may arise wholly, or partially, in relation to (as applicable) the performance of their obligations under the Licensee Agreement and they each agree to promptly notify the other of any material breach of these arrangements after becoming aware of the relevant matter.

7. Anti-bribery and corruption

In connection with these Licensee Terms, each of HUB24 and the Licensee agree that it:

- a. is aware of Australian anti-bribery laws applicable from time to time to the performance of its obligations under these Licensee Terms and will comply with all such laws;
- b. has not made, offered or authorised, and will not make, offer, or authorise, any payment, gift, promise or other advantage, including a facilitation of payment in contravention of those laws; and
- c. will use reasonable endeavours to impose requirements to the effect of those in this clause on any subcontractor or other person appointed by it from whom material goods and/or services are procured in relation to the performance of its obligations under these Licensee Terms.

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8. Privacy

- a. HUB24 and the Licensee each must:
 - i. observe the Privacy Laws and any privacy protocol as agreed between them in respect of Personal Information; and
 - ii. ensure that only it or any of its Related Companies' officers, employees, contractors and agents with a need to know have access to Personal Information and all such relevant persons are properly trained to meet the requirements of this clause.
- b. HUB24 may provide Personal Information relating to the Licensee or its Representatives or Investors to third parties (including Australian or foreign government agencies or regulators, Australian authorised deposit-taking institutions, our Related Companies, our appointed agents or delegates e.g. service providers, organisations that assist us with our business, fund managers, portfolio managers and other investment management firms, product issuers or third parties whom you have an agreement with) to:
 - i. facilitate your access to, and use of, the HUB24 Platform and the tools, resources and functionality available through the HUB24 Platform;
 - ii. facilitate the operation of the SMSF Service, Relevant Products or Accessible Investments and other services that may be made available to the Licensee, its representatives or Investors;
 - iii. give effect to instructions received from the Licensee or its Representatives or Investors;
 - iv. enable research to be conducted by fund managers and other financial institutions;
 - v. facilitate the provision of reports for other users of the HUB24 Platform, such as fund managers or portfolio managers;
 - vi. let you know about services and products that we or our Related Companies may provide; or
 - vii. comply with our legal obligations (or those of the relevant Issuer).

By agreeing to be bound by the Licensee Agreement, you agree and consent to such disclosure.

- c. HUB24:
 - i. may disclose Personal Information relating to the Licensee or its Representatives or Investors to an entity which is located outside of Australia, which may include entities located in the United States of America, members of the European Union and Vietnam; and
 - ii. makes no undertaking, representation or warranty that any foreign government agency or regulator to whom we have disclosed Personal Information will comply with the Privacy Laws of Australia.

By agreeing to be bound by the Licensee Agreement, the Licensee agrees and consents to such disclosure and warrants that, if required by Privacy Law, your Representatives and Investors have consented to such disclosure.

- d. The Licensee agrees:
 - i. not to do anything that will cause HUB24 or an Issuer to breach the Privacy Laws;
 - ii. to inform Investors that their Personal Information may be disclosed to us for any one or more Permitted Purposes or as required by Relevant Law, and warrant that where you do so, you have complied with Relevant Law in respect of disclosure to and collection by HUB24;
 - iii. notify us promptly and as soon as practicable if:
 - (A) the Licensee becomes aware that a disclosure of Personal Information may be required by law or a Regulator; or
 - (B) any law prevents or may prevent you from performing your obligations under this clause 8;
 - iv. if the Licensee become aware of or suspects a data breach of Personal Information has occurred, the Licensee will as soon as practicable notify HUB24 and consult with HUB24 as to the proper management of the breach or suspected breach; and
 - v. to provide reasonable assistance to HUB24 to enable us to resolve any enquiry, complaint, issue, suspected or actual data breach relating to Personal Information.
- e. If the Licensee does not provide all the information we reasonably request, HUB24 may refuse to provide the Licensee or its Registered Users access to the HUB24 Platform or suspend or revoke access to the HUB24 Platform for the Licensee or its Registered Users. HUB24 will not be liable to you if we exercise our discretion in this manner.
- f. HUB24's Privacy Policy is available from our website at: www.hub24.com.au/privacy.

9. HUB24's obligations

If HUB24 agrees to provide the Licensee and its Representatives with access to the HUB24 Platform, we will provide you with:

- a. such standard reports via the HUB24 Platform as are available from time to time;
- b. Disclosure Documents relevant to the Relevant Products and (where applicable) Accessible Investments; and
- c. any other reports, materials or matters reasonably requested by the Licensee in connection with the Licensee Agreement, as may be agreed to by us from time to time.

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10. HUB24 Discretion

- a. HUB24 will exercise its rights, discretions and powers as set out in the Licensee Agreement having regard to its legitimate business interests, acting appropriately. In doing so, it will take into account the following:
 - i. commercial, operational and risk considerations;
 - ii. the purpose of the Licensee Agreement;
 - iii. its obligations under Relevant Law;
 - iv. any other factor which HUB24 considers appropriate, having regard to its legitimate business interests.

11. Confidentiality

- a. Subject to clause 11(b) of these Licensee Terms, each of HUB24 and the Licensee must not directly or indirectly:
 - i. disclose to any other person; or
 - ii. use for any purpose other than a Permitted Purpose, any of the other party's Confidential Information, and each of HUB24 and the Licensee must:
 - iii. keep all information of that kind confidential; and
 - iv. uses reasonable endeavours to ensure that any person to whom such information is disclosed keeps it confidential in accordance with this clause and only uses it for a Permitted Purpose.
- b. Clause 11(a) of these Licensee Terms does not apply to the extent that the disclosure by HUB24 or the Licensee (as applicable) is:
 - i. expressly required or permitted by these Licensee Terms;
 - ii. as a consequence of any direction or consent given to the disclosing party by the other party, or in the case of Investor Personal Information, by the Investor;
 - iii. to employees, contractors, Related Companies, auditors, service providers or agents of a party who has a need to know (and only to the extent that each has a need to know) for one or more Permitted Purposes of that party; or
 - iv. required by a Regulator or Relevant Law or the rules of a stock exchange (including, in the case of HUB24, where applicable to a Related Company of HUB24).
- c. Where any disclosure by HUB24 (or a Related Company of HUB24) or the Licensee is made where the disclosure is required by a Regulator or Relevant Law or the rules of a stock exchange (including in the case of HUB24 by a related Company), the party making the disclosure must:

- i. notify the third person recipient that the information is confidential information of the other party; and
 - ii. notify the other party of the disclosure, where practicable, before the disclosure is made and give the other party the reasonable opportunity to comment on the proposed disclosure and, where it is not practicable to notify the other party before the disclosure is made, notify the other party of the disclosure as soon as practicable after the relevant disclosure.
- d. Subject to compliance with the Privacy Laws, HUB24 may provide Confidential Information to third party recipients in the following circumstances:
 - i. where the Confidential Information is anonymised and aggregated, and does not include any Personal Information; or
 - ii. otherwise, with the Licensee's prior written approval (not to be unreasonably withheld).
 - e. Neither HUB24 nor the Licensee may enter into other legal obligations that may require them to disclose any information that would be Confidential Information of the other party without the prior written consent of that party.
 - f. Each of HUB24 and the Licensee owns all of its Confidential Information and nothing in these Licensee Terms is an assignment of any of that information to any other party.

12. Indemnity

- a. The Licensee agrees to indemnify HUB24, each Issuer and each of our respective officers, employees, contractors, agents and other representatives (together **Indemnified Persons**) against all Loss suffered or incurred by an Indemnified Person in connection with:
 - i. any breach of the Licensee Agreement by the Licensee or its Representatives; or
 - ii. any payment of fees made on behalf of Investors, to the Licensee, to which the Licensee was not entitled; or
 - iii. any wrongful, fraudulent or negligent act or omission by the Licensee or its Representatives in relation to:
 - (A) the use of and access to the HUB24 Platform; or
 - (B) the provision of the Services or an Investor's interest in a Relevant Product; or
 - (C) an Investor's use of, or access to, the SMSF Service.

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- b. Additionally, the Licensee indemnifies and holds us and each Sub-Licensee harmless against any Loss suffered by us or a Sub-Licensee (as applicable) in connection with any claim brought by a third party alleging that the use, copying, reproduction, disclosure, communication, modification or adaptation of any Licensee Branding and Trade Marks or any other Licensee IP by us or the Sub-Licensee constitutes an infringement of the Intellectual Property rights of that third party (whether in Australia or elsewhere).
 - c. The releases and indemnities provided to each Indemnified Person (other than HUB24) are held on trust by HUB24 for the benefit of those other Indemnified Persons.
 - d. Upon HUB24 becoming aware of any event that would reasonably be expected to give rise to any Loss for which HUB24 could seek indemnification under the Licensee Agreement, HUB24 shall take all reasonable steps to mitigate such Loss but the reasonable expenses incurred by HUB24 with respect to such mitigation shall be part of the indemnifiable Loss.
 - e. Each indemnity in the Licensee Agreement is a continuing obligation, separate and independent from the other obligations of the parties to the relevant Licensee Agreement and survives termination of the Licensee Agreement for whatever reason.
 - f. It is not necessary for an Indemnified Person to incur expense or make payment before enforcing a right of indemnity conferred by these Licensee Terms.
 - (II) used in connection with the SMSF Service, provided that HUB24 has used reasonable endeavours to minimise any delay, interruption or unavailability and to remedy, as soon as practicable, any unplanned delay, interruption or unavailability;
- ii. HUB24 (and our Related Companies) accept no responsibility or liability to the Licensee, any Representative, any Investor or any other person, with respect to your access to, or use of, any third party products, services, tools or resources made available to you via the HUB24 Platform;
 - iii. if HUB24 breaches any condition or warranty implied by Relevant Law into a contract with a consumer, our liability is limited to a resupply of the goods or services in respect of which the breach occurred.
- b. Neither HUB24 nor the Licensee has any liability whatsoever for Consequential Loss, including where such Loss arises as a consequence of suspension or revocation of access to the HUB24 Platform or the SMSF Service by us.
 - c. Each of HUB24's and the Licensee's liability to pay Losses to another party (including under an indemnity in clause 12 of these Licensee Terms or any other indemnity in these Licensee Terms) is reduced to the extent the liability was caused or contributed to by:
 - i. the breach of these Licensee Terms by the other party;
 - ii. any wrongful, fraudulent or negligent act or omission of the other party or any of the officers, employees, contractors or agents of that party or any of its Related Companies.

13. Limitation of liability

- a. To the extent permitted by Relevant Law:
 - i. HUB24 accepts no liability to the Licensee, any Representative, any Issuer, any Investor or any other person for:
 - (A) any Loss caused by us as a result of following an instruction given by the Licensee or its Representatives or an Investor or any other person;
 - (B) any delay, interruption or unavailability of the HUB24 Platform or SMSF Service, or any inaccuracy or incompleteness of data provided by any person and:
 - (I) available on the HUB24 Platform; or
- d. To the maximum extent permitted by law, and notwithstanding anything else in the Licensee Agreement, our aggregate liability will not exceed the administration fees we have received from the relevant Licensee in respect of the Relevant Products referable to its clients in the 12 months preceding the relevant liability or, where such administration fees in the 12 months preceding the relevant liability is nil, our aggregate liability will not exceed any other fees we have received in respect of the investment(s) of the Licensee's clients in or through the Accessible Investments made available via the Relevant Products referable to the Licensee's clients by HUB24. This limitation does not apply to the extent the relevant liability is a direct result of fraud.

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14. Intellectual Property

- a. HUB24 and the Licensee agree that:
 - i. other than as provided in this clause 14 and in clause 15, nothing in the Licensee Agreement transfers ownership in, or otherwise grants any rights in, any Intellectual Property of HUB24 or the Licensee; and
 - ii. nothing in these Licensee Agreement affects the ownership of HUB24's or the Licensee's Intellectual Property existing prior to the Commencement Date.
- b. HUB24 and the Licensee acknowledge and agree that HUB24 owns all rights to or has a right of use in respect of:
 - i. the HUB24 Platform and the SMSF Service, their respective contents and all data, records, documents, information (including technical, manufacturing, service and maintenance information), software, source codes, know-how, data, processes, or methodologies in connection with the HUB24 Platform, the SMSF Service or a Relevant Product; and
 - ii. all Developed IP.

HUB24's title to any such Intellectual Property, data, records, documents, information, software, source codes, know-how, data, processes or methodologies is unlimited.

15. Licensee Branding and Trade Marks

- a. You acknowledge that we or the Issuer (as relevant) own all data, documents and records relating to a Relevant Product including all Investor, asset, investment and financial information and Personal Information held in electronic, photographic or hard copy form.
- b. The Licensee grants to us, for the term of the Licensee Agreement and after the termination of the Licensee Agreement, a perpetual, irrevocable, transferable, non-exclusive and royalty-free licence (with the right to sub-licence to any Issuer or to any of our or an Issuer's Related Companies, contractors, agents, delegates and other representatives (each a **Sub-Licensee**)) to use, copy, reproduce, disclose, communicate, modify or adapt the Licensee Branding and Trade Marks or any other Licensee IP which has been provided to us by the Licensee under or in connection with these Licensee Terms or the HUB24 Platform:
 - i. for a Permitted Purpose; or
 - ii. for the purposes set out in clause 15(c), but not for any other purpose.

- c. For the purposes of clause 15(b)(ii), the Licensee agrees that the Licensee Branding and Trade Marks and any other Licensee IP may be used, copied, reproduced, disclosed, communicated, modified or adapted by HUB24 or a Sub-Licensee in the following circumstances and in the form approved by the Licensee:
 - i. in any Disclosure Document or fact sheet relating to an Accessible Investment or a Relevant Product;
 - ii. on the Issuer's or HUB24's website, or on the HUB24 Platform, in relation to an Accessible Investment or a Relevant Product where used in connection with a statement agreed pursuant to these Licensee Terms;
 - iii. in any other product issuer, Investor, potential client, investor or adviser communication in relation to an Accessible Investment or a Relevant Product;
 - iv. in any promotional document, information or presentation provided to any person relating to an Accessible Investment or a Relevant Product where used in connection with a statement agreed pursuant to these Licensee Terms;
 - v. in any of the circumstances described in sub-clauses 15(c)(i) to (iv) after termination of the Licensee Agreement or after termination of an Accessible Investment or a Relevant Product:
 - (A) where the use of the Licensee Branding and Trade Marks or other Licensee IP is in relation to a period before termination;
 - (B) where the Licensee Branding and Trade Marks or other Licensee IP is used to identify the terminated arrangement and to explain to Investors what arrangements are being made after termination; or
 - (C) where the Licensee Branding and Trade Marks or other Licensee IP has been used in marketing material put into the public domain before the termination of the Licensee Agreement or an Accessible Investment or a Relevant Product, provided the material (including offer documents) is updated to promptly remove references to the Licensee.
- d. HUB24 will comply with, and will use its best endeavours to procure that each Sub-Licensee complies with, all reasonable directions, instructions and specifications given by the Licensee regarding the representation of the Licensee Branding and Trade Marks and all other Licensee IP and the manner of their use.

HUB24 Platform Terms and Conditions

- e. The Licensee represents and warrants that:
 - i. it is the owner or licensee of the Licensee Branding and Trade Marks and all other Licensee IP, or has the right to use and licence them; and
 - ii. HUB24 and any Sub-Licensee will not be in breach of any Intellectual Property rights held by any person by using, copying, reproducing, disclosing, communicating, modifying or adapting any Licensee Branding and Trade Marks or any other Licensee IP referred to in this clause 15 in accordance with these Licensee Terms.
 - f. To the extent:
 - i. a party to the Licensee Agreement assigns, licenses or supplies any material to the other party under or in connection with the Licensee Agreement; and
 - ii. any individual is entitled to assert any moral rights (as conferred under the *Copyright Act 1968* (Cth)) in relation to any such material,
the party assigning, licensing or supplying the material must obtain from that individual all necessary consents and waivers in writing authorising any act or omission by the other party or any other person that is permitted under these Licensee Terms which would otherwise infringe that individual's moral rights in relation to that material.
 - iii. if the other party ceases to hold or fails to meet the conditions of the appropriate legal or regulatory licences, registrations, approvals, consents, exemptions or authorisations required to carry on its business or perform its obligations under the Licensee Agreement;
 - iv. if the other party materially breaches the Licensee Agreement or Relevant Law;
 - v. if the other party ceases to carry on business;
 - vi. if the other party becomes, or is likely to become, subject to an Insolvency Event;
 - vii. if a Force Majeure prevents the other party from performing a material obligation under the Licensee Agreement for a period in excess of 20 Business Days;
 - viii. if the other party engages in conduct resulting in likely disrepute or damage to the goodwill, good name, business or reputation of the terminating party, or which may damage an Investor's, the terminating party's or a Related Company of the terminating party's standing in the market in which it operates or with a Regulator; or
 - ix. in the circumstances set out in, and in accordance with, clause 6.4(b).
- b. HUB24 may immediately terminate the Licensee Agreement at any time by providing written notice to the Licensee:

16. Term and termination

16.1 Term

The Licensee Agreement commences on the Commencement Date and remains in force until terminated in accordance with these Licensee Terms.

16.2 Right to terminate for convenience

HUB24 or the Licensee may terminate the Licensee Agreement between them, in part or in whole, at any time by providing to the other party not less than 20 Business Days' written notice (or such other period of written notice as agreed between the parties).

16.3 Right to terminate for cause

- a. HUB24 or the Licensee may immediately terminate the Licensee Agreement between them, in part or in whole, at any time by providing written notice to the other party:
 - i. if Relevant Law requires the Licensee Agreement to terminate;
 - ii. if the other party's continued participation in or compliance with the terms of the Licensee Agreement would cause it to be in breach of Relevant Law, its AFSL or the conditions of its exemption from having to be the holder of an AFSL;
- ii. if the Licensee sells or transfers or makes any agreement for the sale or transfer of the main business and undertaking of the Licensee other than pursuant to an Internal Restructure which HUB24 has consented to in writing; or
- iii. if any appointment or engagement of the Licensee (or of any of its Representatives) to provide services to Investors or to an Issuer cease.

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16.4 Claims and transactions

The termination of the Licensee Agreement does not affect:

- a. the obligation of any party to continue to perform their duties under the Licensee Agreement up to the Termination Date;
- b. any provision of the Licensee Agreement which is expressed to survive, or by necessary implication survives, termination of the Licensee Agreement;
- c. any transaction properly entered into prior to the Termination Date;
- d. any claim by any party in respect of accrued fees incurred in respect of the period to the Termination Date; or
- e. any other claim which any party may have against another arising out of the Licensee Agreement.

16.5 Transition out

Upon termination of the Licensee Agreement:

- a. the Licensee and each Registered User of the Licensee will immediately cease to be authorised to access the HUB24 Platform and the SMSF Service;
- b. the Licensee and each Registered User of the Licensee must (unless otherwise agreed by us, acting reasonably):
 - i. give instructions to us in respect of each Investor and provide reasonable assistance to us in connection with the orderly transition of Investors:
 - (A) to another Licensee; or
 - (B) out of the Relevant Product(s) and/or SMSF Service; and
 - ii. bear all reasonable costs and expenses (excluding internal staffing costs) incurred in relation to the above;
- c. to the extent it is reasonably practicable to do so, HUB24 will notify the Licensee of, and consult with the Licensee in relation to, the costs and expenses in relation to the orderly transition of Investors:
 - i. to another Licensee; or
 - ii. out of the HUB24 Platform and/or SMSF Service, prior to incurring such costs or expenses.
- d. in the event that an Investor does not have an Adviser, the Licensee acknowledges and agrees that:
 - i. any Investor Account of that Investor may be closed; and
 - ii. where relevant, we have the right to terminate any Investor's access to the Relevant Product and/or the SMSF Service;

- e. subject to Relevant Law and the terms of the Licensee Agreement, at the request of the other party, the party who receives the request must deliver to the other party (or as the other party reasonably directs) all Confidential Information and Intellectual Property under its control that is owned by the other party, provided however that each party may retain copies of any such Confidential Information or Intellectual Property that it is required to hold under Relevant Law or under such reasonable internal compliance or record-keeping policies and procedures it may have in place.

16.6 Survive termination

Any provision of these Licensee Terms which by its nature is intended to survive termination of the Licensee Agreement, including:

- a. clauses 8, 12, 13, 14, 15, 16, 17 and 18 of the main body of this document, clause 6.9 of Schedule 2 and clauses 2.9 and 2.10 of Schedule 4;
 - b. any indemnity, or any exclusion or limitation of liability, or any obligation of confidence or privacy or in relation to Client Identification Procedures; and
 - c. any other provisions specified in these Licensee Terms to survive termination,
- survives termination of the Licensee Agreement.

17. Force majeure

- a. The obligations of HUB24 or the Licensee under the Licensee Agreement between them will be suspended to the extent any such obligation cannot be performed wholly or substantially due to Force Majeure, provided that the party seeking to rely on the benefit of this clause:
 - i. as soon as reasonably practicable, notifies the other party of the extent to which it is unable to perform its obligations; and
 - ii. uses its best endeavours to remedy the Force Majeure, mitigate the adverse effects of the Force Majeure and resume performing its obligations under the Licensee Agreement as quickly as possible.
- b. A notice given under clause 17(a)(i) must:
 - i. specify the obligations the party claiming the Force Majeure cannot perform;
 - ii. fully describe the event of Force Majeure;
 - iii. estimate the time during which the Force Majeure will continue; and
 - iv. specify the measures proposed to be adopted to remedy or abate the Force Majeure.

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18. Disputes

- a. Each of HUB24 and the Licensee must not start arbitration or court proceedings (except proceedings seeking urgent injunctive or other interlocutory relief) in relation to a dispute arising in connection with the Licensee Agreement between them unless it has complied with this clause 18.
- b. A party to the Licensee Agreement between HUB24 and the Licensee claiming that a dispute, difference or question has arisen in relation to the Licensee Agreement (**Dispute**) must give the other party written notice of the details of the Dispute (**Dispute Notice**):
 - i. identifying and providing full particulars of the Dispute; and
 - ii. stating that party's position in relation to that Dispute.
- c. Upon receiving a Dispute Notice, HUB24's and the Licensee's respective senior executives must make diligent and good faith efforts to resolve the Dispute by negotiation.
- d. If HUB24's and the Licensee's senior executives cannot resolve a Dispute by negotiation within 10 Business Days (or such other period of time as agreed between HUB24 and the Licensee), then the Dispute will be referred to mediation administered by the Australian Disputes Centre (**ADC**).
- e. The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC (the **Guidelines**).
- f. The terms of the Guidelines are hereby deemed incorporated into the Licensee Agreement.
- g. Subject to the rights of HUB24 and the Licensee under the Licensee Agreement between them, HUB24 and the Licensee must continue to perform their respective obligations under the Licensee Agreement between them pending the resolution of a Dispute.
- h. This clause shall survive termination of the Licensee Agreement.

19. Representations and warranties

19.1 Mutual representations and warranties

HUB24 and the Licensee each represent and warrant to the other that during the term of the Licensee Agreement between them:

- a. it is duly incorporated and validly exists under the law of its place of incorporation;

- b. it has the power to enter into and perform the Licensee Agreement and has obtained all necessary consents to enable it to do so;
- c. its entry into and performance of the Licensee Agreement does not constitute a breach of any obligation (including, but not limited to, any statutory, contractual or fiduciary obligation) or default under any agreement or undertaking by which it is bound;
- d. it enters into the Licensee Agreement as principal and not as agent for any person;
- e. the Licensee Agreement is a legal, binding and enforceable agreement in accordance with its terms; and
- f. it is not subject to any material, actual or reasonably likely litigation or dispute which (if pursued, in the case of a reasonably likely claim) could materially affect its ability to perform its obligations under the Licensee Agreement.

19.2 Representations and warranties of the Licensee

The Licensee represents and warrants to HUB24 that during the term of the Licensee Agreement between them:

- a. it will at all times:
 - i. be the holder of an AFS License and hold all other licences, authorities, registrations, approvals, consents or authorisations; or
 - ii. have the benefit of a relevant exemption, as required to be held under Relevant Law governing its activities under the Licensee Agreement;
- b. so far as it is aware, it is not subject to any investigations or material regulatory proceedings by any regulatory body; and
- c. it has appropriate compliance policies and procedures to ensure it is able to comply with the terms of the Licensee Agreement and Relevant Law.

19.3 Repetition of representations and warranties

The representations and warranties in clauses 19.1 and 19.2 are taken to be repeated on each day from the Commencement Date until the Termination Date, on the basis of the facts and circumstances as at that day.

19.4 Reliance on representations and warranties

Each of HUB24 and the Licensee acknowledges that:

- a. the other party has entered into the Licensee Agreement and agreed to perform their obligations under the Licensee Agreement in reliance on the representations and warranties that are made or repeated in clauses 19.1 and 19.2 and elsewhere in the Licensee Agreement; and

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- b. in entering into the Licensee Agreement and deciding to exercise any right or perform any obligation under the Licensee Agreement, it has not relied and will not rely on any representation, warranty, advice, statement or promise made by or on behalf of the other party other than the representations and warranties set out or repeated in clauses 19.1 and 19.2 and elsewhere in the Licensee Agreement.

20. Information security

- a. HUB24 and the Licensee must each:
 - i. maintain an appropriate information security framework, commensurate with its exposures to vulnerabilities and threats; and
 - ii. establish and maintain effective security controls and measures which it reasonably considers appropriate to safeguard information assets (including Personal Information) that comes into its hands from access or use not authorised under the Licensee Terms and/or the relevant Disclosure Documents.
- b. HUB24 and the Licensee must each provide assistance reasonably requested by the other in relation to any proceedings the other may take against any person for unauthorised use, copying or disclosure of information required under these Licensee Terms.
- c. The Licensee must at all times comply with our instructions and security requirements as notified to the Licensee (as amended from time to time) regarding the use of the HUB24 Platform or the SMSF Service.
- d. The Licensee must immediately notify us of any actual or suspected security breach or compromise of our software or systems, including any unauthorised access to our data or to Personal Information of any person.

21. GST

21.1 Definitions

In this clause 21:

- a. GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- b. terms used in this clause which are not defined in the Licensee Terms but which are defined in the GST Law have the meaning given in the GST Law.

21.2 Consideration GST exclusive

Unless otherwise stated in these Licensee Terms, amounts payable, and consideration to be provided, under any provision of these Licensee Terms exclude GST.

21.3 Payment of GST

Despite any other provision in these Licensee Terms, if a party (**Supplier**) makes a supply under or in connection with these Licensee Terms on which GST is imposed (not being a supply the consideration for which is described in these Licensee Terms as being inclusive of GST):

- a. the recipient of the supply (**Recipient**) must pay the Supplier an additional amount equal to the GST payable on that supply (**GST Amount**); and
- b. the GST Amount must be paid to the Supplier by the Recipient at the same time as the GST exclusive consideration is payable or to be provided.

21.4 Reimbursements (net down)

If a payment to a party under the Licensee Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party (or the representative member of the GST group to which that party is a member) is entitled for that loss, cost or expense.

21.5 GST excluded from formulas

If a payment to be made under these Licensee Terms is calculated as a percentage of or by reference to another amount or revenue stream, that payment shall be calculated as a percentage of or by reference to that other amount or revenue stream net of any GST component.

21.6 Recipient Created Tax Invoice

- a. HUB24 and the Licensee agree that the following will apply to all supplies made by the Licensee under the Licensee Agreement unless otherwise agreed in writing:
 - i. the Recipient may issue a recipient created tax invoice (**RCTI**) in respect of any taxable supply made by the Supplier to the Recipient under these Licensee Terms;
 - ii. without limiting subparagraph (i) above, we will (on behalf of the Issuer) issue to the Licensee, an RCTI for each taxable supply made by the Licensee to the relevant Issuer under these Licensee Terms; and
 - iii. the Licensee must not issue a tax invoice in respect of any taxable supply it makes to us or the Issuer.
- b. HUB24 and the Licensee each acknowledge and warrant that it is registered for GST.
- c. Each of HUB24 and the Licensee must notify the other if it ceases to be registered for GST or it ceases to comply with any of the requirements of any taxation ruling issued by an authority relating to the creation of RCTIs.

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22. General

22.1 No waiver

A party does not waive a right or remedy in connection with the Licensee Agreement if it:

- a. fails to exercise its right or remedy;
- b. only partially exercises the right or remedy; or
- c. delays in exercising the right or remedy.

22.2 Assignment

- a. HUB24 and the Licensee may assign or novate its rights or obligations under the Licensee Agreement to any of its Related Companies without prior notice to the other party. In any such case the party assigning or novating its rights or obligations in accordance with this clause, will notify the other party of such action within a reasonable time prior to doing so.
- b. Neither the Licensee nor HUB24 may assign or novate its rights or obligations under the Licensee Agreement to a third party that is not a Related Company without the other party's prior written consent.

22.3 Further assurances

Each party must do everything reasonably necessary to give effect to the Licensee Agreement and the transactions contemplated by the Licensee Agreement.

22.4 Severability

If any term or part of the Licensee Agreement is for any reason prohibited, void, illegal or unenforceable, that term or part must be read down to the extent necessary to preserve its operation. If it cannot be read down, it must be severed and the remaining terms or parts of the Licensee Agreement continue in force.

22.5 Governing law and jurisdiction

- a. The Licensee Agreement is governed by the law in force in New South Wales.
- b. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts in respect of any proceedings in connection with the Licensee Agreement.
- c. Each party waives any right it has to object to an action being brought in the courts of New South Wales including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

22.6 Non-merger

No provision of the Licensee Agreement merges on execution, completion or termination.

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Schedule 1– Access to the HUB24 Platform

1. HUB24 Platform access

- 1.1 If HUB24 agrees to grant a Representative of the Licensee with access to the HUB24 Platform, the Registered User will be provided with a unique log-in and invited to select a secure password.
- 1.2 Each Registered User must keep their log-in and password secure and not share it with any other person. Each Registered User must also implement such other security protocols and procedures regarding their access to or interface with the HUB24 Platform as HUB24 reasonably requires and notifies to the Licensee and/or Registered Users from time to time.
- 1.3 The Licensee is responsible for:
 - a. all acts and omissions performed using the log-in of a Registered User, whether performed by them or any other person; and
 - b. ensuring compliance, including by Registered Users, with all security protocols and procedures regarding their access to or interface with the HUB24 Platform as HUB24 reasonably requires and notifies to the Licensee and/or Registered Users from time to time.
- 1.4 HUB24 will provide registered Licensees and their Registered Users with initial training on how to use the HUB24 Platform and with training after that as is reasonably requested.
- 1.5 HUB24 reserves the right at any time, in its sole discretion, to:
 - a. refuse to provide the Licensee or any of its Representatives access to the HUB24 Platform;
 - b. suspend or cancel the ability of the Licensee and/or its Registered Users to submit instructions using the HUB24 Platform; or
 - c. suspend or revoke access to the HUB24 Platform for the Licensee and/or any of the Licensee's Registered Users.

HUB24 will not be liable to the Licensee or to any other person if we exercise our discretion in this manner, except to the extent that we have committed a wrongful, fraudulent or negligent act or omission.
- 1.6 If the Licensee Agreement is terminated, the access of the Licensee and its Registered Users to the HUB24 Platform is also terminated.

2. Changes to the HUB24 Platform

- 2.1 We reserve the right at any time, in our sole discretion, to alter the HUB24 Platform, the arrangements for access to or interface with the HUB24 Platform, or the way in which we use the HUB24 Platform. If any such alteration has a material adverse impact on the functionality of the HUB24 Platform, the arrangements for access to or interface with the HUB24 Platform or the way in which HUB24 uses the HUB24 Platform, we will seek to notify the Licensee of such alteration as soon as reasonably practicable prior to the alteration being made.

3. Your obligations in relation to access to the HUB24 Platform

Authorisations and instructions

- 3.1 The Licensee must ensure that it or its Registered Users are duly authorised in writing and, where the Registered User is an Adviser, appointed by the Investor:
 - a. to provide instructions via the HUB24 Platform and that any such instruction is within the scope of their authority; and
 - b. to receive communications and Disclosure Documents electronically, including via the HUB24 Platform and including on the Investor's behalf.
- 3.2 The Licensee and its Registered Users must provide instructions via the HUB24 Platform only as authorised and instructed by the Investor.
- 3.3 Subject to compliance with the above, you and your Registered Users must promptly communicate via the HUB24 Platform any relevant instructions in relation to a Relevant Product or an Accessible Investment.
- 3.4 HUB24 is entitled to rely on instructions as received from the Licensee and its Registered Users in relation to a transaction for an Investor, as if they were given by the Investor. We shall not be liable for ensuring the accuracy or appropriateness nor the completion and satisfaction of those instructions.

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- 3.5 HUB24 has no obligation to act in accordance with the whole or part of an instruction which we reasonably consider is ambiguous, unclear, or in conflict with Relevant Law or local market practice.
- 3.6 HUB24 is not liable for a delay in acting on an instruction where we are seeking clarification on the instruction.
- 3.7 HUB24 is not liable to the Licensee, its Registered Users or any Investor or any other person for any Loss caused by HUB24 following instructions given to HUB24 by the Licensee, any Registered User or Investor, or any other person.
- 3.8 We are not liable for any delay in the performance of our obligations under the Licensee Agreement, where such delay was caused by a corresponding delay in the provision of an instruction or information by the Licensee or its Registered Users, an Issuer or an Investor.

Use of the HUB24 Platform

- 3.9 The Licensee must:
 - a. ensure that the HUB24 Platform is used:
 - i. solely for purposes directly related to an Investor Account or an Investor's investment in a Relevant Product or an Accessible Investment or the operation of the SMSF Service; and
 - ii. in accordance with the relevant Disclosure Documents, agreements, this Licensee Agreement;
 - b. ensure that up to date details of each Registered User and any change in those details are provided to HUB24 in such form and manner as is reasonably required by HUB24 from time to time, so that each Registered User can be set up on the HUB24 Platform before the first Investor is registered for that Registered User;
 - c. take all reasonable measures to ensure that the integrity of the unique log-ins and secure passwords issued to Registered Users in connection with the Licensee Agreement are protected;
 - d. take all reasonable measures to protect the HUB24 Platform from corruption or misuse by the Licensee, Registered Users, Investors or any other person;
 - e. take all reasonable measures to ensure that no harmful code, computer virus, trojan or worm is coded or introduced into the HUB24 Platform, including (without limitation) any computer code which has the purpose or effect of corrupting or deleting information or data held or stored in or available through the HUB24 Platform, or preventing or inhibiting proper access to and use of the HUB24 Platform;

- f. ensure that all software that interfaces with the HUB24 Platform is compatible with the HUB24 Platform and does not prevent or hinder us in meeting our obligations;
- g. not authorise, permit or allow any person other than a Registered User to access or use the HUB24 Platform, and take all measures necessary to ensure that its Registered Users and other Representatives do not authorise, permit or allow any person who is not a Registered User to access or use the HUB24 Platform;
- h. notify HUB24 immediately if the Licensee, any Registered User or its other Representatives become aware of any unauthorised access to an Investor Account or the HUB24 Platform;
- i. not, and must ensure that its Registered Users and other Representatives do not, copy, adapt, alter, modify, reproduce, reverse assemble, reverse compile, reverse engineer, tamper with, or damage the whole or any part of the HUB24 Platform or any code, data, service or software provided in connection with the HUB24 Platform or a Relevant Product, or attempt to do so;
- j. not, and must not allow a third party to, use the HUB24 Platform in relation to the marketing of financial products other than a Relevant Product (or the Accessible Investments) in accordance with the Licensee Agreement;
- k. not authorise, permit or allow any person other than a Registered User to access an Investor Account, and must take all measures necessary to ensure that its Registered Users and other Representatives do not authorise, permit or allow any person who is not a Registered User to access an Investor Account;
- l. if the Licensee, a Registered user or other Representative reasonably believes that there is a defect in the HUB24 Platform that materially impacts upon its functions or performance, notify HUB24 of the details of the perceived defect.

3.10 The Licensee agrees and acknowledges that:

- a. the HUB24 Platform may be unavailable or interrupted or response times may be very slow, and that information on the HUB24 Platform may not be up-to-date, and that HUB24 will to the extent permitted by law not be liable to the Licensee, any Registered User, other Representative, Issuer or Investor or any other person for such, provided that HUB24 uses reasonable endeavours to minimise any delay, interruption or unavailability and to remedy, as soon as practicable, any unplanned delay, interruption or unavailability;

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- b. the Licensee:
 - i. is responsible for maintaining its own computers and any other required software, hardware, equipment, systems, telecommunications lines or facilities, at its expense, for the purposes of accessing and using the HUB24 Platform; and
 - ii. must use reasonable endeavours to maintain the quality, efficiency, integrity and security of any such software, hardware, equipment, systems, telecommunication lines or facilities, and HUB24 makes no representations or warranties about the suitability of any such software, hardware, equipment, systems, telecommunications lines or facilities; and
- c. HUB24 is entitled to assume that any access or use of the HUB24 Platform has been made by a Registered User, regardless of the true identity of the person accessing or using the HUB24 Platform.

4. Investor access

- a. Subject to clause 4(b), we may in our sole discretion, on such terms and conditions as determined by us from time to time, provide an Investor with the ability to access InvestorHUB.
- b. We reserve the right at any time, in our sole discretion, to:
 - i. refuse to provide an Investor with access to InvestorHUB or the ability to provide instructions to us through InvestorHUB; or
 - ii. suspend or revoke an Investor's access to InvestorHUB or an Investor's ability to provide instructions to us through InvestorHUB.

HUB24 will not be liable to the Licensee or to the relevant Investor if we exercise our discretion in this manner, except to the extent that HUB24 has committed a wrongful, fraudulent or negligent act or omission.

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Schedule 2 – Provision of Services in connection with Relevant Products

1. Provision of Services

- 1.1 The Licensee may provide Services directly or through a Registered User.
- 1.2 Where Services are provided through a Registered User:
 - a. the Registered User's Licensee must ensure that the Registered User provides such Services in accordance with the Licensee Agreement and Relevant Law; and
 - b. we are not required to pay any fees directly to Registered Users, notwithstanding any arrangement between the Licensee and that Registered User for the Registered User to be paid some or all of the fees to which the Licensee may be entitled.
- 1.3 The Licensee warrants, on an ongoing basis, that it has authorised its Registered Users to provide Services to Investors and that they meet the requirements of Relevant Law.

2. Your obligations in relation to the provision of Services

Disclosure Documents and Fee Schedule

- 2.1 The Licensee must ensure that it or its Registered Users, who are Advisers, are duly authorised and appointed by the Investor:
 - a. to receive communications and Disclosure Documents from us electronically, including via the HUB24 Platform and including on the Investor's behalf; and
 - b. to otherwise perform the role of 'Adviser' to the Investor, as described in the relevant Disclosure Document.
- 2.2 The Licensee and its Registered Users must not provide HUB24 with instructions on behalf of an Investor to acquire a Relevant Product or any Accessible Investment unless:
 - a. the Licensee is satisfied (acting reasonably) that the Investor has been provided with:
 - i. the current Disclosure Document for the Relevant Product; and
 - ii. the applicable Product Fee Schedule for the Relevant Product; and
 - b. either:
 - i. the Licensee is satisfied (acting reasonably) that the Investor has been provided with the current Disclosure Documents for the relevant Accessible Investment; or

- ii. each of the following is satisfied:
 - (A) the Licensee has a written agreement with the Investor expressly authorising the Licensee or the relevant Registered User, who is an Adviser, to receive Disclosure Documents in respect of Accessible Investments as agent for the Investor; and
 - (B) HUB24 has received evidence of the written agreement with the Investor for the purpose described in subparagraph (A) above; and
 - (C) the Licensee or the relevant Registered User has received the current Disclosure Documents for the Accessible Investment to which the instruction relates; and
- c. the Licensee has, in the case described in sub-clause 2.2(b)(ii) above, promptly given or sent the relevant Disclosure Document in respect of the relevant Accessible Investment to the Investor in accordance with the PDS Disclosure Instrument; and
- d. the Investor has agreed to be bound by the terms and conditions of the Relevant Product or Accessible Investment, as applicable; and
- e. the Licensee has complied with its obligations under Relevant Law in connection with the proposed acquisition of the Relevant Product or Accessible Investment, as applicable.

Corporate Actions

- 2.3 Without limiting the above, you must communicate to us any instructions of an Investor in relation to a corporate action relating to a Relevant Product or Accessible Investment in accordance with:
 - a. the current Disclosure Document for the Relevant Product or Accessible Investment, as applicable; and
 - b. any such policy we have put in place in relation to corporate actions, as provided or made available to you from time to time.
- 2.4 We have no obligation to participate in, or act upon, a corporate action in relation to a Relevant Product or Accessible Investment where we have not received the relevant Investor's instructions in respect of the corporate action.

Reporting obligations

- 2.5 The Licensee must promptly notify us if the Licensee removes a Relevant Product from its approved product list or precludes its Representatives from providing Services, including in relation to any Relevant Product on its approved product list.

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Documents and information

- 2.6 The Licensee must keep complete and accurate records of all Investors who have acquired the Relevant Products and in respect of any Services provided to them.
- 2.7 We acknowledge that a Licensee or their Representatives may have obligations, from time to time, to comply with directives or requests of a Regulator in relation to a Relevant Product or the Services, including an obligation to meet with the Regulator without us being present. Unless precluded by law from doing so, you agree to provide us with prior notice of the directive or request and to seek to have us invited to any meeting.

3. Additional obligations applicable to MDA providers

- 3.1 Where an application form in respect of a Relevant Product is executed by a Licensee or Adviser as an Investor's agent or attorney:
- the Licensee or Registered User who executed the application form on behalf of the Investor must, at or prior to the time of submitting each relevant application form, provide HUB24 with a copy or certified copy (if reasonably requested by HUB24) of the written and duly executed agency agreement or power of attorney with the Investor authorising the Licensee or Registered User (as applicable) to do so, in a form satisfactory to HUB24 (acting reasonably); and
 - the Licensee warrants and represents on an ongoing basis throughout the term of the Licensee Agreement that any fees referred to in the relevant application form that are to be paid to the Licensee from an account the relevant Investor has in a Relevant Product has been authorised in writing by the Investor and agrees to provide a copy or certified copy (if reasonably requested) by HUB24 of that authorisation.
- 3.2 The Licensee acknowledges and agrees that if clause 3.1(a) is not complied with, HUB24 may reject the relevant application (in its absolute discretion).

4. Managed portfolios where the portfolio manager is the Licensee or a Related Company of the Licensee

- 4.1 The Licensee acknowledges that HUB24 requires the consent (in a form determined by HUB24 from time to time) (**Consent**) of each applicable Investor to the payment of investment management fees and/or investment performance fees in respect of any managed portfolio (**Managed Portfolio**) available through an Accessible Investment where the portfolio manager is the Licensee or a Related Company of the Licensee.

- 4.2 The Licensee agrees that, unless the Consent referred to in clause 4.1 is obtained, it will not, and will ensure its Registered Users do not, seek to invest any Investor in any such Managed Portfolio.

5. Product Fee Schedules

- 5.1 HUB24 may, in its sole discretion, provide the Licensee with one or more documents (each a **Product Fee Schedule**) which sets out:
- the Relevant Products that the Licensee and its Registered Users are authorised to provide Services in connection with; and
 - terms and conditions applicable to the fees that apply to the Relevant Products, which may include a discount on any one or more of the fees and costs applicable to Investors who hold an interest in a Relevant Product,
- as amended by us from time to time.

For the avoidance of doubt, HUB24 may establish different fees and costs for different Licensees, for different cohorts of Investors that are clients of a Licensee and/or may establish different fees and costs for Advice Practices of a Licensee. Accordingly, one or more Fee Schedules may apply to a Licensee and/or an Advice Practice.

- 5.2 HUB24 will seek to consult with the Licensee and/or the applicable Advice Practice in relation to any Product Fee Schedule where practical to do so before providing it to the Licensee and/or the Advice Practice.
- 5.3 HUB24 and the Licensee agree to be bound by any such Product Fee Schedule(s) provided by HUB24 to the Licensee and, where applicable, any Advice Practice.
- 5.4 Subject to the fees and costs and terms and conditions set out in a Product Fee Schedule (if any) provided to the Licensee and any Advice Practice, the fees and costs applicable to Investors who hold an interest in a Relevant Product will be such rates or amounts determined by us from time to time, as set out in the latest applicable Disclosure Document(s).
- 5.5 HUB24 reserves the right to amend any term or condition in a Product Fee Schedule (including any fee or cost set out in the Product Fee Schedule), or to amend any fee or cost applicable in respect of a Relevant Product as set out in the Disclosure Document(s) for the Relevant Product and:
- if the amendment is to increase any one or more of the fees or costs set out in the Product Fee Schedule or Disclosure Document(s) (as applicable), will give at least 30 days' prior notice to the Licensee and, where applicable, any Advice Practice; or

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- b. if the amendment does not include any increase to any one or more of the fees or costs set out in any existing applicable Product Fee Schedule or Disclosure Document(s) (as applicable), will notify the Licensee and, where applicable, any Advice Practice as soon as practicable.

6. Licensee remuneration

6.1 Subject to the requirements of this clause 6, where authorised or directed to do so by the relevant Investor, HUB24 will facilitate payment of Licensee Remuneration.

6.2 The Licensee acknowledges that it will only be entitled to the payment of Licensee Remuneration to the extent that the Licensee provides the Services to which such Licensee Remuneration relates in accordance with:

- a. the Licensee Agreement;
- b. any agreement between the Licensee and the Investor; and
- c. Relevant Law.

6.3 The Licensee acknowledges and agrees that HUB24 may provide any of its Registered Users with a copy of any applicable Product Fee Schedule (without giving any prior notice to the Licensee).

6.4 The Licensee must ensure that:

- a. an authorisation or direction to pay Licensee Remuneration has been provided by the Investor;
- b. any payment of Licensee Remuneration is consistent with the requirements of Relevant Law, any applicable guidance from a Regulator and the terms of any agreement between the Licensee and the Investor;
- c. where Licensee Remuneration is proposed to be deducted from an Investor's account in a superannuation Product:
 - i. the Licensee Remuneration is only for advice in respect of that superannuation Product;
 - ii. no portion of the Licensee Remuneration is refunded or paid to the Investor; and
 - iii. the payment does not breach the 'sole purpose test', as set out in section 62 of the SIS Act.

6.5 The Licensee must notify HUB24 immediately if:

- a. the Investor withdraws or varies or does not renew any consent, authorisation or direction to pay Licensee Remuneration or if such a consent, authorisation or direction or renewal is no longer valid for any reason; or
- b. if it becomes aware that any Licensee Remuneration is not permitted to be paid under Relevant Law; or
- c. if any Adviser ceases (for any reason) to be authorised to provide financial product advice.

6.6 Notwithstanding anything else in the Licensee Agreement, HUB24 will not be obliged or required to pay any Licensee Remuneration if it has not been provided with a current and valid consent, authorisation or direction from the relevant Investor to pay the Licensee Remuneration.

6.7 The Licensee is responsible for ensuring that its contact and bank details held by us are current.

6.8 The Licensee is responsible for all costs, charges and expenses incurred by it in relation to the provision of Services.

6.9 HUB24 reserves the right to:

- a. claw back or set off any amount of Licensee Remuneration which has been incorrectly paid;
- b. suspend or refuse payment of Licensee Remuneration to protect the interests of an Investor or prevent a breach of the Licensee Agreement or Relevant Law; or
- c. set off any amount of Licensee Remuneration or other amount we owe you against any amount you owe us.

6.10 The Licensee agrees to repay or cause to be repaid to HUB24 any Licensee Remuneration paid to it which has not been validly authorised or consented to by the Investor or to which it is not otherwise entitled under the Licensee Agreement. This obligation survives termination of the Licensee Agreement.

7. Termination

7.1 On termination of the Licensee Agreement between the Licensee and HUB24 and subject to clause 6 and Relevant Law, HUB24 will pay to the Licensee any Licensee Remuneration owing up to the date of termination.

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Schedule 3 – HUB24 SMSF Service

1. Licensees and Representatives

- 1.1 The Licensee may provide access to the SMSF Service directly, or through a Registered User, who is an Adviser.
- 1.2 By signing the Licensee Registration Application, the Licensee confirms that all Advisers who submit an Adviser Registration Application are authorised to distribute the Product known as 'HUB24 Invest' as well as to distribute the SMSF Service unless the Licensee notifies us otherwise in writing.

2. Access to the SMSF Service

- 2.1 HUB24 authorises the Licensee and its Registered Users to distribute the SMSF Service to Investors in accordance with the terms of the Licensee Agreement.
- 2.2 HUB24 reserves its right, in its sole discretion, to refuse to provide an Investor or a class of Investors with access to the SMSF Service.
- 2.3 HUB24 reserves the right at any time, in its sole discretion, to alter the SMSF Service, the arrangements for access to the SMSF Service, or the way in which we provide the SMSF Service. If any such alteration has a material adverse impact on the SMSF Service, the arrangements for access to or interface with the SMSF Service or the way in which HUB24 provides the SMSF Service, we will seek to notify the Licensee of such alteration as soon as reasonably practicable after the alteration is made.

3. Licensee obligations

Documents and information

- 3.1 The Licensee must keep complete and accurate records of all Investors who have acquired the SMSF Service.
- 3.2 The Licensee must comply with all reasonable requests from HUB24 in terms of:
 - a. obtaining required documentation from an Investor;
 - b. ensuring relevant documents are executed by an Investor; and
 - c. using your best endeavours to ensure an Investor makes all applicable payments for the SMSF Service to us.

Use of the SMSF Service

- 3.3 The Licensee must:
 - a. ensure that the SMSF Service is used solely for purposes directly related to an Investor's establishment of an SMSF and in accordance with the terms of the Licensee Agreement, the SMSF Service Guide, and any other terms of use notified by HUB24 from time to time;
 - b. take all reasonable measures to protect the SMSF Service from corruption or misuse by you or any other person;
 - c. not allow a third party who is not authorised by HUB24 to use or distribute the SMSF Service; and
 - d. if the Licensee or a Registered User reasonably believes that there is a defect in the SMSF Service that materially impacts upon its functions or performance, notify HUB24 of the details of the perceived defect.
- 3.4 The Licensee agrees and acknowledges that:
 - a. the SMSF Service may be unavailable or interrupted or response times may be slow and that HUB24 will to the extent permitted by law not be liable to the Licensee, any Representative or Investor or any other person for such, provided that HUB24 has used reasonable endeavours to minimise any delay, interruption or unavailability and to remedy, as soon as practicable, any unplanned delay, interruption or unavailability;
 - b. the Licensee:
 - i. is responsible for maintaining its own computers and any other required software, hardware, equipment, systems, telecommunications lines or facilities, at its expense, for the purposes of accessing and distributing the SMSF Service;
 - ii. must use reasonable endeavours to maintain the quality, efficiency, integrity and security of any such software, hardware, equipment, systems, telecommunication lines or facilities,and HUB24 makes no representations or warranties about the suitability of any such software, hardware, equipment, systems, telecommunications lines or facilities; and
 - c. HUB24 is entitled to assume that any access or use of the SMSF Service has been made by the Licensee or a Registered User, regardless of the true identity of the person accessing or using the SMSF Service.

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4. HUB24's obligations

- 4.1 HUB24 must at all times comply with Relevant Law in all respects in connection with the provision of the SMSF Service.
- 4.2 HUB24 will provide the Licensee with:
 - a. disclosure documents relevant to the SMSF Service; and
 - b. any other materials reasonably requested by the Licensee or a Registered User to enable them to provide the SMSF Service, as may be agreed to by us from time to time.
- 4.3 HUB24 will provide the SMSF Service to Investors under the terms set out in the SMSF Service Guide.

5. Remuneration

- 5.1 The Licensee acknowledges and agrees that:
 - a. HUB24 will not be required to pay the Licensee any remuneration in consideration for the Licensee distributing the SMSF Service;
 - b. the Licensee will not charge Investors any additional fees for accessing the SMSF Service; and
 - c. the Licensee is responsible for all costs, charges and expenses incurred by it in relation to the distribution of the SMSF Service.

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Schedule 4 – Client identification and verification of Investors for the purposes of the AML/CTF Laws

1. Reliance on the Licensee

- 1.1 The Licensee acknowledges and agrees that HUB24 relies on, and any Issuer may rely on the Licensee to identify and verify or (where agreed by HUB24) to have identified and verified Investors in accordance with the Licensee's Client Identification Procedures and AML/CTF Program and the AML/CTF Laws. The Licensee acknowledges that it is responsible for the client identification and verification process and that HUB24 is relying on it to do so or (where applicable) to have done so in accordance with the requirements of its Client Identification Procedures and AML/CTF Program and the AML/CTF Laws.
- 1.2 The Licensee represents and warrants on an ongoing basis that:
 - a. it is a reporting entity and the provider of a 'designated service' in respect of each Investor, within the meaning of the AML/CTF Act, and it makes arrangements for each Investor to receive a designated service from HUB24 or an Issuer;
 - b. it has measures in place to comply with its obligations under the AML/CTF Laws (including, without limitation, Parts 2 and 10 of the AML/CTF Act);
 - c. its AML/CTF Program (including its Client Identification Procedures) complies with the AML/CTF Laws;
 - d. each Investor who is a client of the Licensee will have been identified in accordance with the Licensee's Client Identification Procedures, its AML/CTF Program and the AML/CTF Laws prior to them becoming an Investor.

2. Licensee obligations

General

- 2.1 The Licensee must at all times:
 - a. comply with the AML/CTF Laws when performing its obligations under the Licensee Agreement, including retaining all relevant Client Identification Records and all other relevant records for the period prescribed by the AML/CTF Laws and complying with the applicable 'know your customer' requirements under the AML/CTF Laws;
 - b. not do, or omit to do, anything to cause us or an Issuer to breach the AML/CTF Laws; and
 - c. immediately notify us if you become aware of any matter which may give rise to a potential breach of AML/CTF Laws.

Client Identification Procedure

- 2.2 The Licensee must undertake its Client Identification Procedures in respect of each Investor.
- 2.3 The Licensee must:
 - a. without limiting clause 2.2 above, obtain all information required under the AML/CTF Laws relating to the identity of an Investor, the beneficial owner of an Investor (if any) and a person acting on behalf of an Investor (if any) before commencing to provide a designated service to the Investor;
 - b. provide us or our nominee with a copy of the information listed in paragraph (a) above, as soon as practicable after the Licensee obtains such information (and, in any event, before commencing to provide a designated service to the Investor); and
 - c. provide us or our nominee with the results of the Client Identification Procedures undertaken in respect of each Investor, as soon as practicable after completion of the applicable Client Identification Procedures (and, in any event, before commencing to provide a designated service to the Investor).
- 2.4 If, during the course of its relationship with an Investor, the Licensee discovers or is notified of:
 - a. a discrepancy or a change in the information provided by the Investor as part of the Licensee's Client Identification Procedures, the Licensee must notify us of the discrepancy or change in the information within 3 Business Days of discovering the change unless prohibited by law; or
 - b. that it has not complied with its Client Identification Procedures in respect of the Investor, it must notify us of its non-compliance with its Client Identification Procedures as soon as is reasonably practicable unless prohibited by law.
- 2.5 The Licensee will comply with all reasonable requests from HUB24 to assist us or an Issuer to comply with Part 2 of the AML/CTF Act in relation to Investors, including collecting and verifying additional information in respect of any Investor. The parties agree to co-operate or minimise the burden on the Licensee or the Investors in responding to such requests.
- 2.6 The Licensee must notify us of any change to the Licensee's Client Identification Procedures as soon as reasonably practicable before the change is made, unless the Licensee is required to make the change immediately on becoming aware of the need to make the change, in which case the Licensee must notify us of the proposed change as soon as reasonably practicable after the change is made.

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Insufficient information

- 2.7 Where an Investor has not provided sufficient information to enable the Licensee to complete its Client Identification Procedures, the Licensee must:
- notify the Investor that we will not be able to provide the relevant services to the Investor before the Licensee is able to complete the Client Identification Procedures; and
 - not make any further arrangements for the Investor to receive a service from us until the Licensee is able to complete the Client Identification Procedures.

Access to Client Identification Records and other records

- 2.8 On HUB24's request, the Licensee must, unless prohibited by law:
- provide us or our nominee with access to all or any Client Identification Records and other relevant documents, data and information obtained by the Licensee in the course of carrying out the Client Identification Procedures, that are held by the Licensee;
 - deliver copies of all or any of the Client Identification Records and other relevant documents, data and information to us or our nominee;
 - provide us with such information or assistance reasonably required to enable us to assess:
 - the type and level of money laundering, financing of terrorism or other serious crime risks that we or the Licensee may reasonably be expected to face in the provision of designated services;
 - the nature, size and complexity of the Licensee's business, including its products, services, delivery channels and customer types; and
 - the Licensee's compliance with its AML/CTF Program, the AML/CTF Laws (including, but not limited to, the requirements in paragraph 7.2.2 of the AML/CTF Rules) and this clause 2; and
 - provide any additional information or assistance reasonably required to enable us or any Issuer to comply with AML/CTF Laws,
- as soon as practicable following receipt of our request.

Retention of records

- 2.9 The Licensee must:
- retain the relevant Client Identification Records and other relevant documents, data and information obtained by the Licensee in the course of carrying out the Client Identification Procedures in accordance with the requirements of the AML/CTF Laws and the Licensee Agreement and for the shorter of:
 - seven years after the Investor the subject of the record ceases to be an Investor; and

- the relevant Client Identification Record has been requested and delivered to us;
- promptly provide to HUB24 any assistance, or information that is within the Licensee's possession or control, that we may reasonably request for the purposes of enabling or assisting us or an Issuer to comply with any laws relating to anti-money laundering or counter-terrorism financing, including but not limited to, the AML/CTF Laws, where information that is within the Licensee's possession and control as referred to in this clause includes information held by any relevant entity, Representative or person associated with the Licensee (including a subcontractor or agent of the Licensee) who makes arrangements for clients to receive a service from us or an Issuer. The obligations contained in this clause 2.9 will survive termination of the Licensee Terms.

Return of records

- 2.10 If the Licensee ceases to make arrangements for Investors to receive designated services from HUB24 or an Issuer, the Licensee must, as soon as reasonably practicable after being requested by us, deliver to us copies of all Client Identification Records kept by the Licensee in relation to Investors on the date of termination unless prohibited by law. The obligations contained in this clause 2.10 will survive termination of the Licensee Agreement.

Reporting

- 2.11 On request by HUB24 and at least annually, the Licensee must provide HUB24 with a Compliance Certificate signed by an Authorised Signatory of the Licensee for the designated period. The Licensee must provide the Compliance Certificate within 30 days of request, or such other date as the parties agree from time to time.

Access and review

- 2.12 HUB24 may, on an annual basis or after giving reasonable written notice to the Licensee, inspect, examine, review and take copies or extracts of any Client Identification Records or other relevant documents, data and information obtained by the Licensee in the course of carrying out the Client Identification Procedures, that are retained by the Licensee.

Sanctions

- 2.13 HUB24 reserves the right to delay, block, freeze, or refuse to make any payment, receive any money, process any transaction or otherwise transact in relation to an Investor if we believe that any such transaction may breach the AML/CTF Laws or any other law in Australia or any other country relating to sanctions, anti-money laundering or criminal or terrorist activities. HUB24 shall incur no liability to you or to any Investor in respect of any such decision.

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Schedule 5 – Definitions and Interpretation

1. Defined terms & interpretation

1.1 Defined terms

The following words have the following meanings in this document, unless the context requires otherwise:

Accessible Investment means assets, including securities and other financial products, that may be held through a Product using the HUB24 Platform from time to time.

Adviser means a Representative (including, without limitation an Authorised Representative and Corporate Authorised Representative) appointed or engaged by the Licensee, who is responsible for the provision of a financial service (within the meaning of section 761A of the Corporations Act), including for the provision of financial product advice (within the meaning of section 766B of the Corporations Act), to one or more Investors in relation to the SMSF Service, a Relevant Product or an Accessible Investment.

Advice Practice means any practice of an Adviser operating under the AFSL of the Licensee.

AdviserHUB means the web-based system that provides connectivity to a Relevant Product and which, among other things, provides Approved Users with access to Investor Account information and functionality to submit instructions.

Adviser Registration Application means the document in a form prescribed by us, which may be used by an Adviser to apply for access to the HUB24 Platform and to register as an Adviser that is permitted to provide Services in connection with one or more Relevant Products and to distribute the SMSF Service on the Licensee's behalf.

AFSL means an Australian financial services licence granted under section 913B of the Corporations Act that authorises a person who carries on a financial services business in Australia to provide financial services.

AML/CTF Act means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

AML/CTF Laws means the AML/CTF Act and any regulations, rules or other instruments made under that Act, as amended from time to time.

AML/CTF Program means the Licensee's anti-money laundering and counter-terrorism financing program, as defined under AML/CTF Laws.

AML/CTF Rules means the *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1)* (Cth).

Approved User means a person who is a Representative (other than an Adviser) of the Licensee that is nominated by the Licensee or a registered Adviser to access the HUB24 Platform and to provide the Services and distribute the SMSF Service on their behalf in accordance with these Licensee Terms.

Approved User Registration Application means the document in a form prescribed by us, which may be used by an Approved User of a Licensee or registered Adviser to apply for registration as a Registered User who is authorised to access the HUB24 Platform and permitted to provide Services in connection with one or more Relevant Products and to distribute the SMSF Service.

APRA means the Australian Prudential Regulation Authority.

ASIC means the Australian Securities and Investments Commission.

AUSTRAC means the Australian Transaction Reports and Analysis Centre or any other government or statutory authority that holds responsibility for administering the whole or any part of the AML/CTF Laws.

Authorised Representative has the meaning given to that term in section 761A of the Corporations Act.

Authorised Signatory means a person nominated by the Licensee in its Licensee Registration Application or by such other means as reasonably prescribed by HUB24, and accepted by HUB24, as an 'Authorised Signatory' of the Licensee for the purposes of the Licensee Agreement.

Business Day means a day which is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in Sydney, New South Wales, Australia.

Change of Control Event means, in relation to an entity, a transaction or a series of transactions in a 12 month period that results in Control of the entity residing with persons or third parties other than those holding that Control on the Commencement Date.

Client Identification Procedures means the Licensee's procedures for identifying and verifying Investors or any other person specified in clause 2.3(a) of Schedule 4 for the purposes of the AML/CTF Laws.

Client Identification Records means all documents and records obtained and made for the purposes of carrying out the Client Identification Procedures.

Commencement Date means the date of the Licensee Agreement.

Compliance Certificate means a statement confirming that the Licensee's Client Identification Procedures are in accordance with the AML/CTF Laws and that the Licensee complied with its Client Identification Procedures in respect of all Investors during the relevant period, including retention of the Client Identification Records.

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Confidential Information means all information, data, practices and techniques of a confidential nature, whether or not designated as “confidential information” related to the business or operations of a party to the Licensee Agreement (or a Related Company of a party to the Licensee Agreement) including but not limited to:

- a. all information (in whatever form it may be stored) concerning the financial or business affairs or operations of a party, its Related Companies, products, any proposed products, Intellectual Property, pricing, customers, agents and service providers; and
- b. all information related to employees, consultants or advisers to a party and its Related Companies,

except that Confidential Information does not include any information which is generally available to or known by the public other than as a result of a breach of these Licensee Terms or any other obligation of confidentiality, or any information which is available to a party on a non-confidential basis from a source other than the other party.

Conflicted Remuneration has the meaning given to it in the Corporations Act.

Consequential Loss means any Loss:

- a. that does not arise naturally and according to the usual course of things from the event giving rise to the Loss; or
- b. that arises due to special circumstances of the parties that were not known to the party having a liability under the Licensee Agreement.

Control has the meaning given to that term in section 50AA of the Corporations Act, and also includes owning or controlling, directly or indirectly, more than 50% of the shares of an entity.

Corporations Act means the *Corporations Act 2001* (Cth).

Corporate Authorised Representative means an Authorised Representative that is a corporation.

Developed IP means all Intellectual Property which is created, produced or otherwise brought into existence for the purpose of, or in the course of, performance under the Licensee Agreement, except for any Licensee Branding and Trade Marks or Licensee IP.

Disclosure Document means a prospectus, product disclosure statement, IDPS guide, profile statement, offer information statement, financial services guide or other disclosure document (or a supplementary thereof) required by Relevant Law in connection with an offer of a Relevant Product or an investment in a financial product that may be held through a Relevant Product, including the HUB24 Managed Portfolio Scheme (ARSN 645 033 941).

External Adviser to an MDA provider means an external MDA adviser as that term is defined in the MDA Instrument.

Force Majeure means an event or cause beyond the reasonable control of the party to the Licensee Agreement claiming force majeure, and includes (without limitation) fire, storm, flood, earthquake, lightning, explosion, accident, act of the public enemy, war (whether declared or undeclared), rebellion, revolution, insurrection, riot, sabotage, blockade, civil commotion, epidemic, pandemic, terrorist attack, quarantine restriction, labour dispute or labour shortage, transportation embargo or failure or delay in transportation or act of God.

HUB24 Invest is the investor directed portfolio service operated by HUB24, and (where applicable) any branded or co-branded version of this product.

HUB24 IP means all Intellectual Property owned by, or licensed to, HUB24 or a Related Company other than Licensee Branding and Trade Marks, Licensee IP and any other Intellectual Property licensed to HUB24 by the Licensee.

HUB24 Platform means the technology platform developed by HUB24 and which supports (amongst other things) the Relevant Products and the SMSF Service and which includes any one or more of AdviserHUB, InvestorHUB or ManagerHUB (as applicable).

HUB24 Super means the product known as HUB24 Super, which is offered through the regulated superannuation fund known as the HUB24 Super Fund (ABN 60 910 190 523, RSE R1074659), and (where applicable) any branded or co-branded version of this product.

Insolvency Event means any of the following:

- a. a person is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation;
- b. an application or order is made for the winding up or dissolution, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution, of a person;
- c. a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with or assignment for the benefit of, all or any class of the person’s creditors or members or a moratorium involving any of them; or
- d. in the case of a corporation:
 - i. the appointment of a controller (as defined in the Corporations Act) or similar officer to the property or any substantial part of the property of the corporation;
 - ii. the appointment of or the passing of a resolution to appoint an administrator or liquidator or the taking of any steps to appoint an administrator or liquidator or to pass a resolution to appoint an administrator or liquidator;
 - iii. the making of a winding up order by a court;
 - iv. the corporation being taken, under section 459F of the Corporations Act, to have failed to comply with a statutory demand;

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- v. the presumption of insolvency by a court under section 459C of the Corporations Act;
- vi. the passing of a resolution for winding up under Part 5.5 of the Corporations Act;
- vii. in respect of a Part 5.7 body as defined in the Corporations Act, the commencement of a winding up under Part 5.7 of the Corporations Act in respect of that body; or
- viii. the occurrence of any event that has a substantially similar effect to any of the above events under the law of any applicable jurisdiction.

Intellectual Property includes, both in Australia and throughout the world:

- a. any copyright, trade or service mark, logo, brand name, design, patent, utility model, semiconductor or circuit layout design or right, computer software or other technology, topography rights, right in a database, processes, website design, trade secrets, business or company name, indication of source or appellation of origin, or other proprietary right, or any right to registration of such rights;
- b. information, know-how and techniques (whether or not confidential and in whatever form held) including formulae, discoveries, design specifications, drawings, data, manuals and instructions, customer lists, sales marketing and promotional information, business plans and forecasts, working papers, research materials, technical reports, test results, analyses, computer programs, computer databases, computer and software routines, network and topology diagrams and information, other technical information of whatever kind and technical or other expertise;
- c. any domain name or social media address; or
- d. any other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967,

but excluding moral rights and similar personal rights, which by law are non-assignable.

Internal Restructure means a Change of Control Event in respect of a party which does not result in any change in the ultimate holding company of that party.

Investor means a client of the Licensee or its Representative who holds an interest in a Relevant Product or who intends to acquire or has acquired the SMSF Service (as relevant).

InvestorHUB means the web based system that may be used by an Investor to, amongst other things, access Investor Account information.

Investor Account means the account maintained by us on behalf of the relevant Issuer in respect of an Investor's interest in a Relevant Product.

Issuer means the issuer of a Product or Accessible Investment (as relevant).

Licensee means:

- a. the holder of an AFSL; or
- b. the beneficiary of a relevant exemption from having to be the holder of an AFSL,

who is a client of HUB24 and is authorised by HUB24 to access the HUB24 Platform.

Licensee Agreement has the meaning given to it in the Licensee Registration Application. For the avoidance of doubt, the Licensee Agreement includes the Licensee Terms.

Licensee Branding and Trade Marks means the Licensee's name, brand, logo and trade marks notified to us from time to time.

Licensee IP – means all Intellectual Property owned by, or licensed to, the Licensee other than HUB24 IP, Developed IP and any Intellectual Property licensed to the Licensee by HUB24.

Licensee Registration Application means the document in a form prescribed by us, which may be used by a Licensee to apply for access to the HUB24 Platform and to register as a Licensee that is permitted to provide Services in connection with one or more Relevant Products and the SMSF Service to Investors.

Licensee Remuneration means any fees or other remuneration payable to the Licensee in respect of an Investor's investment in a Relevant Product in accordance with the Licensee Terms.

Licensee Terms means the terms and conditions set out in this document, as amended by us from time to time.

Loss means, in relation to any person, any loss, liability, claim, damage, action, suit, demand, cost, interest, charge, expense, outgoing, payment, judgement, amount paid in settlement and reasonable expenses (including reasonable legal fees and costs) of any kind or character whatsoever.

ManagerHUB means the web based system by which investment managers, portfolio managers and other persons authorised by HUB24 may give instructions in relation to the investment portfolios they advise on or manage and access information and reports regarding those portfolios.

MDA Instrument means ASIC Corporations (Managed Discretionary Account Services) Instrument 2016/968.

MDA provider has the meaning given to it in section 912AG(4) of the Corporations Act, as notionally inserted by the MDA Instrument.

MDA service has the meaning given to it in section 912AG(4) of the Corporations Act, as notionally inserted by the MDA Instrument.

Modern Slavery Law means any relevant law relating to modern slavery and includes the *Modern Slavery Act 2018* (Cth), and any similar laws of the Commonwealth of Australia or any State or Territory or any foreign jurisdiction.

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OAIC means the Office of the Australian Information Commissioner.

PDS Disclosure Instrument means ASIC Corporations (Shorter PDS and Delivery of Accessible Financial Products Disclosure by Platform Operators and Superannuation Trustees) Instrument 2022/497.

Permitted Purpose means:

- a. in relation to the Licensee, discharging its obligations and enforcing its rights under the Licensee Agreement or for the purposes of providing the SMSF Service; and
- b. in relation to HUB24:
 - i. discharging its obligations and enforcing its rights under the Licensee Agreement; or
 - ii. arranging or facilitating the operation, administration or management of, or access to, the HUB24 Platform or the SMSF Service.

Personal Information has the meaning given to it in the Privacy Laws.

Privacy Act means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles set out in Schedule 1 of that Act.

Privacy Laws means all applicable laws, regulations and legislative instruments applying to the parties' obligations under the Licensee Agreement in relation to privacy or the use of Personal Information (including the collection, storage, disclosure or processing of such information), including the Privacy Act.

Product means a financial product offered or made available by us through the HUB24 Platform.

Product Fee Schedule has the meaning as given to it in clause 5.1 of Schedule 2.

Record of Advice means a record of financial product advice provided by the Licensee or an Adviser, which has been prepared in accordance with the Corporations Act.

Registered User means a person who is authorised by HUB24 to access the HUB24 Platform in accordance with these Licensee Terms.

Regulator means (as relevant):

- a. APRA, ASIC, AUSTRAC, the Commissioner of Taxation or the OAIC;
- b. any other applicable government or governmental, semi-governmental, regulatory, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, whether foreign, federal, state, territorial or local;
- c. any person (whether autonomous or not) who is charged with the administration of a law; and
- d. their successors.

Related Company means a 'related body corporate' within the meaning given to that term in section 9 of the Corporations Act.

Related Companies has a corresponding meaning.

Relevant Law means, as applicable:

- a. any requirement of the Corporations Act, the *Australian Securities and Investments Commission Act 2001* (Cth), the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth), the SIS Act, the AML/CTF Laws, the Privacy Laws and any other present or future law of the Commonwealth of Australia or any State or Territory or any foreign jurisdiction which a party must satisfy in order for a party to avoid a relevant penalty, detriment or disadvantage;
- b. any regulation, determination, proclamation, ordinance, by-law, authorisation, instrument, standard, ruling, judgment, order, decree, policy, circular or guideline (however described) made or issued under the requirements referred to in paragraph (a) or by any Regulator; or
- c. in relation to a party, any condition of the AFSL held by the party or any condition of the party's exemption from having to be the holder of an AFSL.

Relevant Product means a Product that you are authorised to provide Services in connection with, as determined by us from time to time.

Representative means the employees, contractors, agents and other representatives (including, but not limited to Advisers, Authorised Representatives and Corporate Authorised Representatives and each Registered User) of the Licensee who are engaged (as relevant):

- a. to perform, or assist in the performance of, the Services on behalf of the Licensee;
- b. to distribute, or assist in the distribution of, the SMSF Service on behalf of the Licensee.

Retail Client means a client of the Licensee who is a retail client (within the meaning given to this term in section 761G of the Corporations Act).

Services means the services provided by the Licensee or its Representative(s) to Investors when it deals in, provides advice in relation to, or promotes, a Relevant Product or an Accessible Investment and the SMSF Service.

SIS Act means the *Superannuation Industry (Supervision) Act 1993* (Cth).

SMSF means a self-managed superannuation fund.

SMSF Service means the HUB24 SMSF Establishment Service.

SMSF Service Guide means the HUB24 SMSF Establishment Service Guide, as updated from time to time.

Statement of Advice has the meaning given to it in section 761A of the Corporations Act.

Sub-Licensee has the meaning as given to it in clause 15(b) of the main body of this document.

Termination Date means the date of termination of the Licensee Agreement.

HUB24 Platform Terms and Conditions

we, us, our, HUB24 means HUB24 Custodial Services Limited (ABN 94 073 633 664, AFSL 239122).

Wholesale Client means a client of the Licensee who is a wholesale client (within the meaning given to this term in section 761G of the Corporations Act).

you, your means the Licensee.

1.2 Interpretation

The following apply in the interpretation of this document, unless the context requires otherwise:

- a. A reference to "this document" or a similar term means either the agreement set out in this document or the document itself, as the context requires.
- b. A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- c. A reference to the singular includes the plural number and vice versa.
- d. A reference to a gender includes a reference to each gender.
- e. A reference to a thing includes any part of that thing.
- f. A reference to a party means a person who is a party to the Licensee Agreement.
- g. A reference to month means a calendar month.
- h. A reference to dollars or \$ is to Australian currency.
- i. A reference to a document (including this document) includes all amendments or supplements to, or replacements or novations of, that document.
- j. A reference to a person includes a firm, corporation, body corporate, unincorporated association, governmental authority, body or instrumentality and any other entity.
- k. A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under these Licensee Terms, their substitutes and assigns.
- l. An agreement, representation, warranty or indemnity on the part of two or more persons binds them severally.
- m. An agreement, representation, warranty or indemnity in favour of two or more persons is for the benefit of them jointly and severally.
- n. A reference to "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- o. Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- p. A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.
- q. A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to, this document, and a reference to the document includes any schedule or annexure.
- r. A reference to an asset includes any real or personal, present or future, tangible or intangible property or asset (including intellectual property) and any right, interest, revenue or benefit in, under or derived from the property or asset.
- s. Each direction or instruction under this document forms part of this document.
- t. A heading is for reference only. It does not affect the meaning or interpretation of this document.
- u. No provision of this document will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this document or that provision.
- v. A word or phrase appearing in a certain context which, when used in a similar context in the Corporations Act would have a particular meaning, has that meaning in this document.

1.3 Non-Business Days

Unless otherwise provided in these Licensee Terms, if the day on or by which a person must do something under these Licensee Terms is not a Business Day, the person must do it:

- a. on or by the next Business Day; or
- b. on or by another Business Day agreed by the parties in a particular case.

1.4 Schedules

Any schedule attached to this document forms part of it. If there is any inconsistency between any clause of this document and any provision in any schedule, the provision in the schedule will prevail.