
Non-Custodial Service

Information on the HUB24 Non-Custodial
Administration and Reporting Service

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hub24.com.au/noncustodialservice

This document is the HUB24 Non-Custodial Administration and Reporting Service Document, and it should be read in conjunction with the HUB24 Invest (or any branded versions of HUB24 Invest as approved by us from time to time) IDPS Guide Parts I and II. Issued by HUB24 Custodial Services Ltd (ABN 94 073 633 664, AFSL 239 122).



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Administration and Reporting Service

Contents

Purpose of this document	2
1. About HUB24 Non-Custodial Service	4
2. HUB24 Non-Custodial Service – key features at a glance	5
3. How the Non-Custodial Service Works	6
4. Non-Custodial Assets	9
5. Your Investment Rights	11
6. How we keep you informed	12
7. Risks	13
8. Fees and Costs	14
9. Tax	21
10. General Information	23



Purpose of this document

This document sets out what you need to know about the HUB24 Non-Custodial Administration and Reporting Service ('Non-Custodial Service') and provides information to help you decide whether to use the Non-Custodial Service. This document also sets out information about you and your adviser's role and obligations, and the conditions of using the Non-Custodial Service.

This document provides the following information:

- Information about HUB24 Invest and the Non-Custodial Service; and
- The terms and conditions of using the Non-Custodial Service.

Before applying to use the Non-Custodial Service you are required to open, if you do not already have, a HUB24 Invest account accessing the Choice Menu (or any branded versions of HUB24 Invest as approved by us from time to time) ('HUB24 Invest'). Accordingly, you should read this document in conjunction with the IDPS Guide Parts I and II ('IDPS Guide') and the HUB24 Financial Services Guide ('FSG') so you can understand how HUB24 Non-Custodial Service works alongside your HUB24 Invest account.

Important information

This document provides important information about HUB24 Invest, the Non-Custodial Service, and describes you and your adviser's responsibilities in respect of the Non-Custodial Service.

Other important documents

HUB24 Non-Custodial Service

- Non-Custodial Service Application Form
- Limited Power of Attorney document ('LPOA')

HUB24 Invest

- IDPS Guide (Part I) – Information on key features
- IDPS Guide (Part II) – Information on fees and other costs
- IDPS Contract (which will accompany or be available within Part I of the IDPS Guide)
- Investment Booklet for the Choice Menu
- HUB24 Invest Application Form
- Target Market Determination ('TMD')

It is important you read and understand all parts of this Document in conjunction with the other important documents and the FSG so you can understand how the Non-Custodial Service works. The various documents mentioned are available free of charge by contacting your financial adviser ('adviser') or the Service Provider.

About this document

This Non-Custodial Administration and Reporting Service Document ('Document') dated 28 March 2024 for the Non-Custodial Service is issued by HUB24 Custodial Services Ltd ('HUB24', 'the Service Provider') (ABN 94 073 633 664, AFSL 239 122).

HUB24 is the Operator and Custodian of HUB24 Invest, as set out in the IDPS Guide (and any other branded versions of HUB24 Invest). This Document has been prepared and issued by HUB24.

In this document, HUB24 is referred to as 'the Service Provider', 'we', 'us' or 'our' and 'you' and 'your' refers to investors applying for the Non-Custodial Service.

The information contained in this Document is general information only and does not take into account your individual objectives, financial situation, needs or circumstances.

Before acting on this information, you should consider its appropriateness, having regard to your personal objectives, financial situation, needs and circumstances. Before you make any decision about whether to acquire or continue to hold the Non-Custodial Service, HUB24 Invest or an investment available in HUB24 Invest, you should consider this Document, the HUB24 Invest IDPS Guide and obtain professional financial advice tailored to your personal circumstances, from your adviser.

The Service Provider is not authorised to provide personal financial product advice and you should consult an adviser to help you determine if the Non-Custodial Service is right for you. It is also a requirement that your adviser performs the role of adviser as described in this document.

The suitability of the Non-Custodial Service, and of a particular non-custodial asset within it (refer to the explanation of 'eligible asset' in Section 4), depends on your individual objectives, financial situation and needs. You should discuss these in detail with your adviser before taking up the Non-Custodial Service. Generally, we will only accept investors through an adviser, except in the case of certain wholesale clients (as defined by the *Corporations Act 2001* (Cth) (the 'Corporations Act')) and as accepted by us in our discretion, taking into account factors such as the AML/CTF Act requirements and investor location, or otherwise in accordance with our legitimate business interests, acting appropriately.

This Document, your completed Non-Custodial Service Application Form and LPOA together establish a legally binding agreement between you and us ('Agreement'). This Agreement is binding when we accept your completed Non-Custodial Service Application Form and LPOA. By completing the Non-Custodial Service Application Form, you agree to pay any fees and costs for using the Non-Custodial Service.

Purpose of this document (continued)

The Non-Custodial Service is only available to investors who receive this Document in Australia, in paper or electronic form. Investors who receive this Document in electronic form are entitled to obtain a paper copy of this Document and the Non-Custodial Service Application Form and LPOA free of charge by contacting us. We reserve the right to not accept an application for the Non-Custodial Service at our discretion, taking into account factors such as the AML/CTF Act requirements and investor location, or otherwise in accordance with our legitimate business interests, acting appropriately.

This Agreement is governed by the laws in force in New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

Changes to this document

The information in this Document is up to date at the date of publication. However, we may make changes from time to time in response to regulatory requirements or to reflect changes to the Non-Custodial Service (including changes in the way Non-Custodial Service accounts are administered), to ensure information in this Document remains accurate and up to date or otherwise in accordance with our legitimate business interests, acting appropriately. Please refer to 'Amendments and Changes' under Section 10: General Information for more information.

We reserve the right to make amendments to this Document as set out in the Agreement. You may request the updated information at any time by contacting your adviser.

You can obtain updated information or any revised Non-Custodial Service Document, or part of this Document, by asking your adviser or visiting the website shown on the front cover. You should regularly check the website to ensure that you have the most up to date information. You may request a printed or electronic copy of any updated information free of charge by requesting this from your adviser or by contacting the Service Provider.

Access to the Non-Custodial Service

Access to the Non-Custodial Service is available to investors with a HUB24 Invest account accessing the Choice Menu.



1. About HUB24 Non-Custodial Service

HUB24 Non-Custodial Service, together with HUB24 Invest, provides an integrated, comprehensive administration and reporting service that enables you, and your adviser, to transact, manage, administer, and report on all your investments and non-custodial assets in a single place.

To access the Non-Custodial Service, you will need to have established a HUB24 Invest account accessing the Choice Menu.

HUB24 Invest, is an investor directed portfolio service (‘IDPS’) through which investments are held on your behalf by HUB24 (as Custodian). HUB24 Invest, is underpinned by our award-winning¹ investment platform, which allows you to tailor an investment strategy from an extensive range of available investment options. You and your adviser can consider your goals and determine the investment and insurance strategy that’s right for you. When you use HUB24 Invest, we manage all your investments, execute your instructions and we provide comprehensive tax and performance reporting. For more information on how HUB24 Invest operates please refer to:

- IDPS Guide (Part I) – Information on key features;
- IDPS Guide (Part II) – Information on fees and other costs; and
- IDPS Contract (which will accompany or be available within Part I of the IDPS Guide).

HUB24 Non-Custodial Service is an administration and reporting service for non-custodial assets (as described under the heading ‘Eligible Assets’ in Section 4) that are not held by HUB24 within HUB24 Invest. Non-custodial assets may be owned and held by you directly or held by an external custodian, of your choice, on your behalf.

The Non-Custodial Service provides comprehensive administration, tax and reporting for the non-custodial assets we administer on your behalf.

HUB24 Non-Custodial Service together with HUB24 Invest provides you with a range of benefits including:

- **Efficiency** – you can manage your various assets in a single place, which helps reduce the administration burden of managing your assets.
- **Convenience** – 24-hour online access to your assets, via InvestorHUB (refer below).
- **Extensive menu** – ability to choose from an extensive investment menu offered via HUB24 Invest and a broad range of non-custodial assets that can be held outside of HUB24 Invest and administered via the Non-Custodial Service.



¹Awards include Best Platform Overall, Best in Online Business Management, Best in Reporting, Best Mobile Platform and Best Platform Managed Accounts Functionality in the Investment Trends 2023 Platform Competitive Analysis and Benchmarking Report.

2. HUB24 Non-Custodial Service – key features at a glance

We help you and your adviser transact, administer and report on your non-custodial assets through our Non-Custodial Service, which offers the following features:

Feature	Description
Asset range	You, with advice from your adviser, can choose from a wide selection of non-custodial assets that we administer on your behalf.
Mailbox service	Where we are the registered address for non-custodial assets, we will receive all correspondence in relation to your non-custodial assets. When applicable, we will direct any relevant correspondence to you, via your adviser, for your direction.
Asset administration	We help you to manage your non-custodial assets by performing administration functions, including, where applicable: <ul style="list-style-type: none"> • Setting up and maintaining your Non-Custodial Service account; • Recording your transactions (non-custodial asset purchases, withdrawals, distributions etc.) in your Non-Custodial Service account; • Regular reconciliations of your non-custodial assets to ensure they reflect your holdings with the applicable registries, product issuers and fund managers; • Preparation of your non-custodial annual tax statement; and • Other functions as required from time to time to administer your Non-Custodial Service account.
Non-Custodial asset instructions	We carry out your investment instructions, including non-custodial asset purchases, withdrawals, corporate actions and other transactions, on your behalf, where applicable.
Reconstruction service	To assist in establishing your non-custodial assets in the Non-Custodial Service (subject to the appropriate data being supplied), we can reconstruct your capital gains tax ('CGT') parcel history and this information will be used for tax statement purposes and to provide historical performance reporting.
HUB24 Invest cash account	To simplify the administration, we use the HUB24 Invest cash account (wherever possible) for all transactions related to your non-custodial assets. This means that you can see all of your non-custodial asset related transactions through a single cash account.
Tax reporting	Each year, we provide you with an annual tax statement that contains all income and capital gains information relating to your non-custodial assets, simplifying the process of completing your annual tax return.
Comprehensive reporting	You have 24/7 access via InvestorHUB to a range of reports for your non-custodial assets.
Online access	View your non-custodial assets, alongside your HUB24 Invest investments via InvestorHUB. InvestorHUB offers an easy and convenient way to monitor your HUB24 Invest investments and non-custodial assets in one place.

3. How the Non-Custodial Service Works

About HUB24 Invest and the Non-Custodial Service

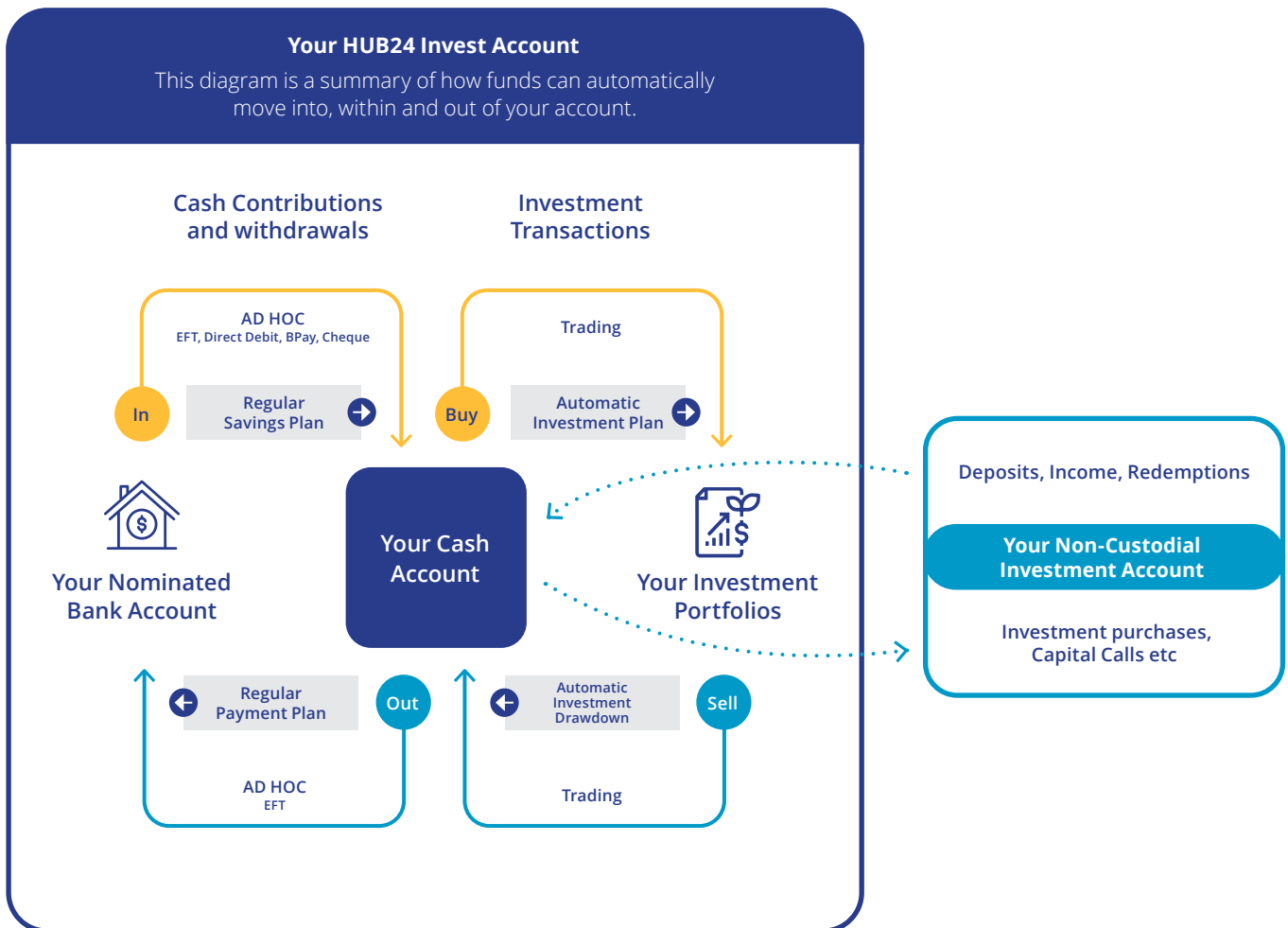
The Non-Custodial Service is available to HUB24 Invest account holders accessing the Choice Menu. An investor who is eligible to open a HUB24 Invest account is also eligible to apply for the Non-Custodial Service.

HUB24 Invest offers a broad range of investments, refer to the HUB24 Invest – Choice Menu Investment Booklet ('Choice Menu') for the full list of investment options available. The HUB24 Invest Choice Menu is regularly reviewed to ensure we meet the changing needs of investors. The assets that are accessible in the Non-Custodial Service are those that, generally, cannot be accessed via HUB24 Invest. The range of non-custodial assets eligible are outlined in 'Section 4: Non-Custodial Assets'.

Your HUB24 Invest account will need to be established before your Non-Custodial Service account is setup. Both your HUB24 Invest account and the Non-Custodial Service must be in the same legal entity name (for example both accounts must be the identical legal name if you are an individual investor).

To streamline the administration of your non-custodial assets, we use the HUB24 Invest cash account (whenever possible), for all transactions related to your non-custodial assets such as income, withdrawals, other deposits, asset purchases, payment of advice and administration service fees and any other costs that relate to your non-custodial assets. On receipt of your non-custodial asset instructions, via your adviser, we will only arrange for the purchase of non-custodial assets, provided you have sufficient cleared funds in your HUB24 Invest cash account.

By taking up the HUB24 Non-Custodial Service you are agreeing to use the HUB24 Invest cash account for non-custodial asset related investment transactions administered under the Non-Custodial Service unless we advise otherwise (for example where the fund manager and/or unit registry does not permit the use of the HUB24 Invest cash account and for other reasons from time to time).



3. How the Non-Custodial Service Works (continued)

Accessing the Non-Custodial Service

We will provide access to the Non-Custodial Service, once we have confirmed that a HUB24 Invest account accessing the Choice Menu has been established and we have processed:

- a signed Non-Custodial Service Application Form;
- a valid Limited Power of Attorney ('LPOA'); and
- the data required to establish your non-custodial assets.

Your adviser can help to arrange for the relevant documents and data to be provided to us.

By signing the Non-Custodial Service Application Form, you agree to the terms and conditions set out in this Document.

Limited Power of Attorney

In order to provide the Non-Custodial Service pursuant to the Agreement, we require that you grant a LPOA which will authorise us to act on your behalf to:

- Change the registered address for your non-custodial assets (where permitted) and appoint us as the administrator;
- Change the bank account for your non-custodial assets to your HUB24 Invest cash account;
- Access and disclose information about your non-custodial assets, including but not limited to arranging for any data connections required to support the delivery of the Non-Custodial Service;
- Deal in non-custodial assets on your behalf including but not limited to arranging non-custodial asset purchases, asset withdrawals or other transactions as instructed by you, via your adviser, (refer to the heading 'Non-Custodial Asset Instructions' in this section for more information);
- Exercise such rights and perform such functions as we reasonably believe are required to undertake the administration and reporting services for the Non-Custodial Service as described in this Document.

The LPOA means that we are appointed as your attorney in a limited capacity in respect of your non-custodial assets. You acknowledge that you have read and you understand the powers conferred on HUB24 to act on your behalf as detailed in this Document, the LPOA and the Non-Custodial Service Application Form.

To be valid, the LPOA must be signed, witnessed, and provided in its original form. If the LPOA is not valid or is revoked after the Non-Custodial Service has commenced, then we cannot provide the Non-Custodial Service as outlined in the Agreement, unless a new valid LPOA is received.

Non-Custodial Asset Instructions

This section 'Non-Custodial Asset Instructions' relates only to the administration of non-custodial assets.

You agree that we may only accept your instructions via your adviser, to act on your Non-Custodial Service account.

On receipt of your non-custodial asset instructions via your adviser, we must act in accordance with your instructions, on the basis that we have a valid LPOA. We will use our reasonable endeavours to give effect to instructions as soon as practicable, but we are not bound to do so by a particular time. We may do anything that we reasonably consider necessary to give effect to an instruction or that is incidental to an instruction, even if we have not received an instruction to do that particular thing. We may reasonably determine the order in which we give effect to instructions and may give effect to part of one instruction and part of others before, or without, giving effect to the remaining parts of each instruction.

If you use an external custodian, then you and your adviser will need to consider the time it takes for the external custodian to process the instructions provided by us on your behalf.

We will also need to comply with the registry, product issuer, or fund manager's Anti-Money Laundering and Counter-Terrorism Financing ('AML/CTF') requirements and, if applicable to you, their wholesale client requirements, and if we do not have all of the relevant information and/or documentation, the processing of your non-custodial asset instructions may be delayed.

By providing your instructions to us, via your adviser, you agree that we can use your adviser's details on any non-custodial asset purchase application, made on your behalf.

Instructions will continue in force until:

- a. they are cancelled or suspended, but instructions may not be cancelled or suspended unless we agree, in accordance with our legitimate business interests, acting appropriately; or
- b. they lapse or otherwise expire in accordance with the terms of the instruction or the Agreement.

We may deem that we have not received an instruction if:

- a. we reasonably suspect that you are in breach of the Agreement or if we reasonably doubt the authenticity of the instruction;
- b. either you or your adviser have not:
 - i. properly completed such forms or done such things as we require;
 - ii. made such acknowledgments and given such undertakings as we reasonably require;
 - iii. provided such information, documentation, and other things as we reasonably require; or
 - iv. provided reasonable assistance to us to enable us to meet our obligations;

3. How the Non-Custodial Service Works (continued)

- c. acting on the instruction would, in our opinion, cause us to breach any law, regulation, applicable policy issued by a regulator, or this Agreement;
- d. the instruction is to acquire or accept an asset that does not meet our non-custodial asset criteria (see 'Eligible Assets' in Section 4)
- e. if acting on the instruction would be, in our opinion, impracticable or contrary to relevant market practices;
- f. unless you have made arrangements (satisfactory to us) for the payment of any unpaid amounts or amounts which we consider will become payable;
- g. if we are not satisfied as to the meaning of the instruction;
- h. if we are not satisfied that we are indemnified to our satisfaction against possible liability arising from acting on that instruction; or
- i. in any other circumstances described in this Agreement.

If we believe that your LPOA is not valid then we will not process your instructions and we will contact your adviser for further information. We are not required to enquire as to whether instructions are genuine or proper but reserve the right to do so. We may rely on an instruction as valid unless we know that an instruction is not a genuine instruction from you or your adviser. We may accept such evidence as we consider satisfactory as conclusive evidence of the authority of any person to give instructions.

Mailbox Service

We will be nominated as the registered address for all non-custodial assets administered under the Non-Custodial Service, where investments are held directly by you. This will ensure we can receive and action any relevant non-custodial asset related correspondence. We will use the LPOA to change the registered address to 'c/- HUB24' for the relevant non-custodial assets.

This mailbox service does not apply where:

- the non-custodial assets are held by an external custodian on your behalf;
- where the registry, fund manager or product issuer will not permit this to occur; or
- we choose not to offer the mailbox service for administration reasons.

Where the mailbox service does not apply, you or your adviser are required to provide us with all relevant correspondence that we require to deliver the Non-Custodial Service.

Reconstruction Service

The reconstruction service provided by us under the Non-Custodial Service, covers the reconstruction of your CGT parcel history for the provision of your annual tax statement for your non-custodial assets. This information may also be used to provide historical performance reporting.

This service is subject to the relevant data being supplied by the adviser in the format we require. Your adviser can help you to determine what information is required. We are not able to verify the historical data provided and therefore we cannot guarantee the accuracy of the information. We may charge an additional fee for this service. Refer to the 'Section 8 Fees and Costs' for more information.

Your Account Details

Your personal and account details, including any changes, in respect of your HUB24 Invest account will generally apply to your Non-Custodial Service account. These may include the following:

- investor details (name, address, e-mail address, mobile number);
- CGT parcel allocation method;
- taxation residency status;
- wholesale investor status; and
- marketing preferences.

Capital Gains Tax (CGT) Parcel Allocation

The CGT parcel allocation method that you, via your adviser, have selected for your HUB24 Invest account will also apply to your non-custodial assets. If you, or your adviser, choose to change the CGT parcel allocation method on your HUB24 Invest account, then we will automatically apply this change to your non-custodial assets. Please refer to 'Section 9: Tax' for more information.

Residency For Tax Purposes

Your residency status for tax purposes that applies to your HUB24 Invest account will also apply to your Non-Custodial Service account. If you change your tax residency status for your HUB24 Invest account, then we will apply the same tax residency status to your Non-Custodial Service account. Please refer to 'Section 9: Tax' for more information.

Wholesale Investor Status

The status of your HUB24 Invest account (i.e. a wholesale or retail investor) will also apply to your Non-Custodial Service account. If you change your HUB24 Invest account status in this regard, then we will apply the same status to your Non-Custodial Service account.

4. Non-Custodial Assets

Eligible Assets

The eligible assets that can be administered under the Non-Custodial Service are generally those that cannot be accessed via HUB24 Invest and are referred to as 'non-custodial assets' throughout this document. They include non-custodial assets held in your name or held by an external custodian on your behalf. Examples of non-custodial assets may include:

- unregistered investment syndicates;
- managed investment schemes or products not accessible via HUB24 Invest;
- alternative Investment structures including limited private partnerships;
- listed securities on overseas exchanges not currently approved on HUB24 Invest; and
- other non-custodial assets, as approved by us from time to time.

There are certain assets that we do not currently administer under the Non-Custodial Service. Examples of such assets are:

- real property;
- derivatives;
- cash products generally (such as deposit accounts with Authorised Deposit-taking Institutions ('ADIs')); and
- other non-eligible assets as may be determined by us from time to time.

Certain information and documentation will be required to determine whether an asset can be administered by us under the Non-Custodial Service (for example, reliable periodic valuation and tax information). Please discuss this with your adviser for further information.

Asset Definition

Throughout this document and for the purposes of the Non-Custodial Service, we refer to an 'asset' under the following definition:

- An asset is the total holding(s) in a particular non-custodial asset. You may have multiple units or parcels of a particular asset with a registry, product issuer or fund manager. Where we refer to asset, we refer to the total holding(s) of that individual asset.

Transaction Confirmations

Where we process non-custodial asset purchases and withdrawals on your behalf, we will provide a copy of the transaction confirmation via your adviser.

Asset Notices and Correspondence

As part of the 'mailbox service', we will provide you and your adviser access to non-custodial asset correspondence that we deem to be material, in respect of non-custodial assets held directly by you. We will also notify you, via your adviser, of any relevant matter that requires your action.

You may choose to instruct us to carry out your non-custodial asset related asset applications and/or investment instructions or you may choose to act directly with the registry, product issuer or fund manager if the assets are held in your name. If the latter occurs, you via your adviser will need to notify us (so that we can ensure your non-custodial asset records are kept up to date).

Managing Your Asset Information

We will arrange (where possible) for data collection directly from product issuers, registries, and fund managers for your non-custodial assets. We will require you to provide your consent for your asset data to be shared with us. It is a condition of the Non-Custodial Service that we obtain this data, to be able to provide our Non-Custodial Service. By completing the Non-Custodial Service Application Form and LPOA, you agree to provide us with your consent. We will arrange for the data collection using the LPOA provided to us.

As part of the Non-Custodial Service, we will perform regular reconciliations to ensure that the data received (your asset positions, transactions, and valuations) reflect your holdings with the relevant product issuers, registries, and asset managers. We do not guarantee the accuracy nor the timeliness of the underlying manager's data, however we will use best endeavours to ensure the data is kept up to date.

Corporate Actions

We will receive all communications, where we are the registered address for your non-custodial assets, including notification of shareholder meetings, upcoming corporate events, and dividend information.

If there is a corporate action, we will contact your adviser who can pass on your instructions to us, or you may choose to exercise your instruction directly with the registry, product issuer or fund manager. If the latter occurs, you via your adviser will need to notify us (so that we can ensure your asset records are kept up to date).

We generally do not exercise any other rights in relation to your non-custodial assets, including receiving shareholder benefits such as discount cards, attending meetings, voting or class actions.

4. Non-Custodial Assets (continued)

Asset Valuations

We require reliable periodic valuation information in relation to your non-custodial assets so that we can deliver the Non-Custodial Service. The valuation data being provided to us is from external parties, therefore we are unable to guarantee its accuracy.

The non-custodial asset valuation is calculated by us using the latest unit price or valuation provided by the relevant product issuer, fund manager or registry. Please refer to the applicable offer or disclosure document which can be sourced directly by you, or via your adviser, for more information about the unit pricing method or valuation process for your non-custodial asset(s).

Note that any foreign currency holdings will be reported in the equivalent Australian dollar amount using an exchange rate provided by our bank or another third-party data provider.

Performance History

Where you have requested, via your adviser, that we reconstruct an indicative performance history and estimated returns, this will be based on the CGT reconstruction information provided by your adviser. We are not able to verify the historical data provided and therefore we cannot guarantee the accuracy of the information or the historical performance returns.

Standing Instruction to In Specie Transfer Non-Custodial Assets to HUB24 Invest

From time to time, some of your non-custodial assets may become available in HUB24 Invest through the Choice Menu. In this event, the relevant non-custodial asset will need to be transferred to your HUB24 Invest account.

By completing the Application Form and the LPOA you are providing us with a standing instruction ('Standing Instruction') to make in specie transfers of assets from your Non-Custodial Service account to your HUB24 Invest account if:

- your non-custodial assets become available in your HUB24 Invest account through the Choice Menu; and
- we have provided you with at least 30 days' prior written notice of the transfer.

If, after receiving our written notice, you (via your adviser), decide to cancel your Standing Instruction within the 30-day notice period, for that particular asset transfer, then we will not make the relevant in specie transfer and the applicable asset may be removed by us from the Non-Custodial Service.

Once the asset is transferred to your HUB24 Invest account, the fees and costs set out in the HUB24 Invest Guide for the Choice Menu will apply.

This Standing Instruction will cease if your Non-Custodial Service is terminated. Similarly, if your Standing Instruction is withdrawn in its entirety, your Non-Custodial Service may be terminated.

International Non-Custodial Assets

Non-custodial assets may include securities, funds or products that are issued in overseas markets or are held in foreign currencies, including internationally domiciled managed funds or unit trusts. Where required, we will convert Australian dollars into other currencies and other currencies into Australian dollars (as applicable), to implement your instructions regarding any non-custodial assets that are not priced or valued in Australian dollars.

For any non-custodial assets not priced in Australian dollars, the value of the asset will be shown in Australian dollars in your online account and on any statements. We will calculate the asset's Australian dollar value by converting the non-custodial asset's most recently recorded market price in the relevant foreign currency into Australian dollars using an exchange rate provided by our bank or another third-party data provider.

You give us a standing instruction (which you agree not to vary) to convert Australian dollars into another currency or another currency into Australian dollars (as applicable) whenever required to implement an instruction or when any amount is received for you in a currency other than Australian dollars.

To administer international non-custodial assets on your behalf and implement your instructions, we collect and disclose data about you (including personal information about you and your agents if required) to the overseas issuer, manager, registry, or administrator ('overseas recipient') as the case requires.

By agreeing to such disclosure of information to overseas recipients, Australian Privacy Principle 8.1 will not apply to such disclosure and so we are not required to take reasonable steps to ensure the overseas recipients do not breach the Australian Privacy Principles in relation to the disclosed information. This also means that if the overseas recipient breaches the Australian Privacy Principles in respect of the disclosed information, we will not be accountable under the *Privacy Act 1988* (Cth) ('Privacy Act') and you will not be able to seek redress under the Privacy Act. For joint, SMSF, company and trust accounts, you should ensure that all signatories and agents associated have agreed to the disclosure of their personal information overseas for the purpose of your Non-Custodial Service account and for us to administer your non-custodial assets.

By executing the Non-Custodial Service Application Form and LPOA you and your agents are agreeing to the above.

5. Your Investment Rights

As the owner of the assets in your Non-Custodial Service account, you hold the legal interest unless you have appointed an external custodian. Where no external custodian has been appointed (and circumstances permit – see 'Mailbox Service' under Section 3 above) then HUB24 will be the registered mailing address for correspondence in relation to your Non-Custodial Service account.

Where assets are held directly by you

The following table outlines how investing in non-custodial assets administered via the Non-Custodial Service works, where assets are held directly by you.

For information about your rights as an investor in HUB24 Invest please refer to 'Section 10: General Information – Your rights in the Service versus vs Direct Investments' in Part I of the IDPS Guide.

Feature	Description
Legal title	You will be the legal owner of the assets in your Non-Custodial Service account and the assets are held and registered under your own name.
Access to benefits	You receive 100% of all shareholder/unit holder or managed fund benefits (as applicable). You are responsible for communicating with the relevant share/unit registry or fund manager to receive this benefit.
Voting	You can vote at shareholder or unit holder meetings as you see fit.
Cooling-off rights	Provided you are a retail investor, cooling-off rights will apply to certain investments only (i.e., managed funds), for more information refer to the relevant disclosure documentation for the investment you are considering. Your adviser can help you understand your cooling off rights.
Investor communications	Where we act as the registered address, then providers of the non-custodial assets will communicate with us directly. We will provide you, via your adviser, with a copy of any correspondence that requires your attention.
Withdrawal rights	The issuer of the investment will communicate with us directly, regarding any right you may have to withdraw from the investment, including statutory rights where there is a defective product disclosure document. We will provide you, via your adviser, with a copy of any correspondence that requires your attention.
Minimum investments and withdrawal requirements	Minimum investments and withdrawal requirements may apply. These are determined by the issuer of the relevant non-custodial asset.
Fees	As a non-custodial asset investor, you will incur the fees and costs which apply to your non-custodial assets.
Processing time on transactions	Although we may arrange your transactions, the investment manager, or your adviser, will act on your instructions independently which may change the processing time.

Where assets are held by an external custodian on your behalf

Your investment rights may change if you have appointed an external custodian. In this case, the above table does not apply to you. The external custodian will receive all correspondence, including any notifications that may require your attention. You will need to liaise directly with your external custodian regarding these notifications. In any case, we must receive notice of any instructions that are required to be processed or have been processed – to ensure that we can keep your records up to date.

6. How we keep you informed

InvestorHUB

InvestorHUB provides 24/7 access to your non-custodial assets, it is easy to use and offers valuable resources and information about your investments in HUB24 Invest, together with your non-custodial assets administered under the Non-Custodial Service.

The table below summarises how you can monitor your non-custodial assets using InvestorHUB. If you cannot access InvestorHUB, please contact your adviser.

Feature	Purpose
Communications	Contains your HUB24 Invest account number, unique Customer Reference Number ('CRN') for your HUB24 Invest account and details how to log in and monitor your Non-Custodial Service account.
Daily valuation, cash account balance, transaction reports, asset performance, income and dividends reports	Ongoing reports that you can generate online at any time. These reports will reflect the value of your investments at close of business for the preceding day.
Annual tax statement	Each year, you will receive an annual tax statement containing all income and capital gains information relating to your non-custodial assets, simplifying the process of completing your annual tax return. This will be made available to you on InvestorHUB or through your adviser via AdviserHUB.

InvestorHUB, your online portal, gives you real time access to information and notifications for all of your investments – 24/7.

Your InvestorHUB Mobile App

InvestorHUB is fully compatible and accessible via mobile and tablet devices. With the flexibility of accessing your HUB24 Invest account and your Non-Custodial Service account anytime, anywhere. The HUB24 mobile app allows you to keep track of and monitor your HUB24 Invest investments and non-custodial assets administered via the Non-Custodial Service.

You can:

- view details of your account holdings, including asset allocation, access a full list of investment options under HUB24 Invest, including up-to-date valuations and performance graphs;
- view important notifications from us;
- update your contact details; and
- download all reports including your Annual Tax Statements.

7. Risks

Before you consider taking up the Non-Custodial Service, it's important you understand the risks that can affect your Non-Custodial Service account.

Your adviser can help you to understand the investment risks in relation to your non-custodial assets.

Risks Associated with the Non-Custodial Service

The following is a summary of the key risks associated with the Non-Custodial Service. It is not an exhaustive list of all the risks of using the Non-Custodial Service or the specific risks associated with your investment in your non-custodial assets, nor does it cover the risk associated with using HUB24 Invest.

Investment risks may vary significantly, for risks associated with HUB24 Invest, please refer to Part 1, 'Section 4: Risks' in Part I of the IDPS Guide. For risks associated with HUB24 Invest or the HUB24 Non-Custodial Service, speak to your adviser to understand the investment risks which may apply.

Service risk	What it means
Advice risk	This is the risk that your adviser may recommend a strategy or investment that's not appropriate for you or provide delayed or inaccurate instructions to us. You may also decide to leave your adviser, or your adviser may cease to be authorised by their licensee or move to another licensee. In these circumstances, there is the risk that you may not be able to continue to invest through the Non-Custodial Service, the administration service fees and other costs that apply to your Non-Custodial Service account may (but will not necessarily) increase.
Cyber risk	This is the risk of financial or data loss, business disruption or damage to the Service Provider's reputation as a result of a cyber attack breaching its information technology systems. A cyber attack could result in financial information or personal data stored within its information technology systems being accessed or disclosed to unauthorised persons or, the encryption of business critical files by ransomware, and online fraud. We mitigate this risk through our cybersecurity framework which includes, but is not limited to, security monitoring, active detection, access controls, system security, vulnerability management, data encryption, firewalls and anti-malware protection. Cyber risk cannot, however, be entirely eliminated. The Service Provider and their related bodies corporate disclaim any liability arising from cyber risks to the maximum extent permitted by law. If you believe that your personal or financial information may have been compromised, please notify the Service Provider as soon as reasonably possible so that action can be taken.
External fraud (including identity theft)	This is the risk that someone may fraudulently obtain your personal information and impersonate you and provide fraudulent instructions to the Service Provider that may cause you to lose some or all of your investment. The Service Provider may have measures in place to address this risk and take steps to verify the information provided. However, these measures cannot eliminate the risk of external fraud. If you believe that your personal information may have been compromised, please notify us as soon as reasonably possible so that we can take appropriate action.
Legal and regulatory risk	Changes to taxation or other laws in Australia and internationally may impact the tax-effectiveness of your assets and/or the returns generated by your assets.
Operational risk	The operation of the Non-Custodial Service relies on our technology and on the technology of other service providers as well as product issuers, registries, and fund managers. A failure in our or their systems or processes may have an impact on your account, such as a delay in processing investment transactions.
Timing risk	There can be delays in the purchase or redemption of assets for your non-custodial assets, for example, because of minimum holding requirements or because of systems processing requirements or delays. We are neither responsible nor liable for any loss you incur because of a delay in executing your instructions, provided we have acted appropriately.

8. Fees and Costs

Administration Service Fees and Costs

This section shows fees and other costs that you may be charged in relation to the Non-Custodial Service.

The total fees and costs you will be charged will depend on the additional services you elect to receive in relation to the Non-Custodial Service and the fees you negotiate with your adviser.

Unless otherwise stated, all fees and costs are expressed in Australian dollars and are inclusive of GST.

The Non-Custodial Service

Type of fee or cost	Amount	How and when paid										
Ongoing annual fees and costs												
Administration service fees and costs The fees and costs for managing your non-custodial assets. These fees and costs do not include and are not related to: <ul style="list-style-type: none"> the fees and costs in respect of your HUB24 Invest account; and the fees and costs that relate to investing in non-custodial assets. 	1. Administration service fee a. Tiered Administration fee¹ A tiered administration fee will be applied to the balance of your non-custodial assets, based on the following tiered fee rates: <table border="1"> <thead> <tr> <th>Tier of account balance</th> <th>Fee rate</th> </tr> </thead> <tbody> <tr> <td>First \$250,000</td> <td>0.34% p.a.</td> </tr> <tr> <td>\$250,001 – \$500,000</td> <td>0.24% p.a.</td> </tr> <tr> <td>\$500,001 – \$1,000,000</td> <td>0.14% p.a.</td> </tr> <tr> <td>More than \$1,000,000</td> <td>0.06% p.a.</td> </tr> </tbody> </table> <p>To work out the fee rate that will apply to your non-custodial assets, we first take into account the balance of your HUB24 Invest account and apply the fee tiers to your non-custodial balance as if your account balance was notionally increased by the value of your HUB24 Invest account.</p> <p>The effect of this calculation is that you may benefit from a lower tiered administration fee, depending on the value of your HUB24 Invest account balance. However, this fee is only charged in respect of your actual non-custodial asset balance and is not charged on your HUB24 Invest account balance¹.</p> <p>Regardless of your total account balance across your Non-Custodial Service account and your HUB24 Invest account:</p> <ul style="list-style-type: none"> the tiered administration fee payable on your Non-Custodial Service account; and, the tiered administration fee payable on your HUB24 Invest account, are subject to a combined maximum of \$3,050 p.a. <p>See the 'Additional Explanation of Fees and Costs' below for worked examples of how this fee is calculated.</p>	Tier of account balance	Fee rate	First \$250,000	0.34% p.a.	\$250,001 – \$500,000	0.24% p.a.	\$500,001 – \$1,000,000	0.14% p.a.	More than \$1,000,000	0.06% p.a.	All administration service fees and costs, attributable to the Non-Custodial Service are paid to HUB24 from your HUB24 Invest cash account (in its capacity as the Service Provider), and will be shown on your HUB24 Invest cash transaction report as a 'Withdrawal'. The tiered administration fee is calculated daily based on the latest available pricing at the time the fee is deducted. The tiered administration fee is deducted from your HUB24 Invest cash account monthly in arrears following the end of the calendar month. Refer to 'Adviser and licensee changes' under the heading 'Additional explanation of fees and costs' in this document for further information on discounted arrangements which may apply to your 'Administration fee'.
	Tier of account balance	Fee rate										
First \$250,000	0.34% p.a.											
\$250,001 – \$500,000	0.24% p.a.											
\$500,001 – \$1,000,000	0.14% p.a.											
More than \$1,000,000	0.06% p.a.											
PLUS b. Non-Custodial asset fee A fee of \$110 p.a. per non-custodial asset applies.	The Non-Custodial asset fee is deducted from your HUB24 Invest cash account monthly in arrears following the end of the calendar month.											

¹ The Administration Service Fee in respect of the Non-Custodial Service will not have any impact on the applicable fees and costs which apply to your HUB24 Invest account. The balance of your non-custodial assets is not used to determine any of the fees and costs applicable to your HUB24 Invest. However, if your adviser or your adviser's license has negotiated the administration fees and costs applicable to your HUB24 Invest account, you will get the benefit of that discounted arrangement in your Administration Service Fee in respect of the Non-Custodial Service.

8. Fees and Costs (continued)

Type of fee or cost	Amount	How and when paid				
Ongoing annual fees and costs						
	<p>PLUS</p> <p>c. International listed securities fee</p> <p>If you invest directly in any international listed securities, a fee of 0.10% p.a. of the Australian dollar value of the international listed securities that you hold in your Non-Custodial Service account will apply.</p> <p>PLUS</p>	<p>The international listed securities fee is calculated daily on the Australian dollar value of the international listed securities you hold in your Non-Custodial Service account (based on the latest available pricing at the time the fee is calculated).</p> <p>The international listed securities fee is deducted monthly from your cash account in arrears following the end of the calendar month.</p>				
	<p>2. Expense fee</p> <p>An expense fee will be applied to the balance of your non-custodial assets, based on the following fee rates:</p> <p>Account balance</p> <table border="0"> <tr> <td>First \$1,000,000</td> <td>0.01% p.a.</td> </tr> <tr> <td>More than \$1,000,000</td> <td>Nil</td> </tr> </table> <p>To work out how this fee applies to your non-custodial assets, we first take into account the balance of your HUB24 Invest account and apply the expense fee to your non-custodial balance as if your account balance was notionally increased by the value of your HUB24 Invest account.</p> <p>The effect of this calculation is that you may benefit from a lower expense fee, depending on the value of your HUB24 Invest account balance. However, this expense fee is only charged in respect of your actual non-custodial asset balance and is not charged on your HUB24 Invest account balance¹.</p> <p>Regardless of your total account balance across your Non-Custodial Service account and your HUB24 Invest account:</p> <ul style="list-style-type: none"> • the expense fee payable on your Non-Custodial Service account; and • the expense recovery fee payable on your HUB24 Invest account, <p>are subject to a combined maximum of \$25 per quarter.</p> <p>See the 'Additional Explanation of Fees and Costs' below for worked examples of how this fee is calculated.</p>	First \$1,000,000	0.01% p.a.	More than \$1,000,000	Nil	
First \$1,000,000	0.01% p.a.					
More than \$1,000,000	Nil					
Non-custodial asset application fee	A once-off fee of \$220 applies to each initial non-custodial asset application.	The fee is deducted from your HUB24 Invest cash account in the following month, after the submission of the application, regardless of whether the application is accepted by the registry, product issuer or fund manager (as applicable).				

¹ The Administration Service Fee in respect of the Non-Custodial Service will not have any impact on the applicable fees and costs which apply to your HUB24 Invest account. The balance of your non-custodial assets is not used to determine any of the fees and costs applicable to your HUB24 Invest. However, if your adviser or your adviser's license has negotiated the administration fees and costs applicable to your HUB24 Invest account, you will get the benefit of that discounted arrangement in your Administration Service Fee in respect of the Non-Custodial Service.

8. Fees and Costs (continued)

Fees and Other Costs

Activity

Activity type	Fee amount	How and when paid
Reconstruction fee	\$110 per hour, may be charged where we reconstruct CGT parcel history (for tax or for performance reporting purposes) with respect to your non-custodial assets.	The fee is deducted from your HUB24 Invest cash account in the month following the completion of the reconstruction and will be shown in your HUB24 Invest cash transaction report as a 'Withdrawal'.
Investment instruction fee	\$20 per investment instruction, per asset, may be charged when you instruct us to make additional asset purchase or sale applications. This investment instruction fee does not apply to any in specie transfer completed under a Standing Instruction.	The fee is deducted from your HUB24 Invest cash account in the month following the lodgement of your investment instruction and will be shown in your HUB24 Invest cash transaction report as a 'Withdrawal'.

The fees you pay for advice and other related services provided to you

In respect of your non-custodial assets, you can agree with your adviser to pay the fees described in the following table to the licensee that employs your adviser. These fees are paid out of your HUB24 Invest cash account by the Service Provider.

Where you do agree with your adviser to pay the fee(s) from your HUB24 Invest cash account, the fee must be:

- consented to you in writing or online, as part of your application into the Non-Custodial Service, or as otherwise required by the Service Provider; and
- of a reasonable amount for the advice and related service provided to you.

These fees are not earned by us. We, as the Service Provider, calculate and facilitate the payment of the fee(s) from your HUB24 Invest cash account but we otherwise have no oversight of the advice and/or fee arrangements you have made with your adviser or their licensee.

Further information about the advice fee types that the Service Provider can facilitate are set out below.

The Service Provider, at its discretion, may limit, reduce or reject the fee amount and may seek clarification from you and your adviser on the services being provided.

8. Fees and Costs (continued)

Type of fee or cost	Amount	How and when paid
Adviser service fee ¹	<p>You may agree with your adviser to pay an adviser service fee for advice and other related services provided to you in relation to your non-custodial assets. The amount payable is agreed between you and your adviser.</p> <p>An adviser service fee may be specified as one of the following:</p> <ol style="list-style-type: none"> Fixed % amount p.a. Tiered % amount p.a. Fixed \$ amount p.a. Combination of fixed % or tiered % p.a. and fixed \$ amount p.a. <p>Where you specify a fixed \$ amount p.a. you may agree with your adviser to automatically index this fee in line with the annual change in Consumer Price Index ('CPI') or a fixed percentage (up to 5% p.a.) on a specified month each year</p>	<p>The adviser service fee can be an ongoing fee or a fixed term fee of up to 12 months and is calculated daily on your Non-Custodial Service account balance (unless otherwise agreed with your adviser) (based on the latest available pricing at the time the fee is calculated).</p> <p>The adviser service fee is paid to your adviser or your adviser's licensee monthly in arrears from your HUB24 Invest cash account and will be shown on your HUB24 Invest cash transaction report as a 'Withdrawal'.</p>
One-off advice fee	<p>You may agree with your adviser to pay a one-off advice fee for advice and other related services provided to you in relation to your non-custodial assets.</p> <p>The one-off advice fee is a dollar-based fee. The amount payable is agreed between you and your adviser.</p>	<p>The one-off advice fee is deducted from your HUB24 Invest cash account at the time a request for deduction of the fee is processed.</p> <p>The one-off advice fee is paid to your adviser or your adviser's licensee monthly in arrears from your HUB24 Invest cash account and will be shown in your HUB24 Invest cash transaction report as a 'Withdrawal'.</p>

Additional Explanation of Fees and Costs

The following section provides further information on administration service fees and costs, and other fees and costs.

Tiered Administration Fee

A tiered administration fee will be applied to the balance of your non-custodial assets.

To work out the fee rate that will apply to your non-custodial assets, we first take into account the balance of your HUB24 Invest account and apply the fee tiers to your non-custodial balance as if your account balance was notionally increased by the value of your HUB24 Invest account. See the 'Additional Explanation of Fees and Costs' below for a further worked example of how this fee is calculated.

The effect of this calculation is that you may benefit from a lower tiered administration fee, depending on the value of your HUB24 Invest account balance. However, this fee is only charged in respect of your actual non-custodial asset balance and is not charged on your HUB24 Invest account balance. To understand the fees that apply to your HUB24 Invest account, refer to the HUB24 Invest IDPS Guide.

By way of example:²

- if an investor holds \$200,000 in a HUB24 Invest account, the tiered percentage fee the investor would typically pay in **HUB24 Invest** would be **\$680 p.a.** (i.e. \$200,000 x 0.34%);
- if the investor also holds \$100,000 in non-custodial assets administered through the **Non-Custodial Service**, then the tiered percentage fee to apply to the non-custodial assets would be **\$290 p.a.** (i.e. \$50,000 x 0.34% plus \$50,000 x 0.24%);

And;

- If the \$100,000 which the investor holds in non-custodial assets is comprised of 3 individual non-custodial assets, then the **Non-Custodial Asset Fee** to apply would be **\$330 p.a.** (i.e. \$110 x 3).

Therefore, the tiered administration fee and non-custodial asset fee cost associated with the **Non-Custodial Service** is **\$620 p.a.** (i.e. \$290 + \$330).

¹ If you are a retail client and your account contains borrowed amounts, we will not pay adviser service fees that are asset-based (i.e. calculated as a percentage of your total account balance).

² Other fees and costs may apply in addition to those provided in the example. Other fees and costs may include, for example, International listed security fees and expense fees. Please refer to 'Administration Fees and Costs' above in Section 8 for more information.

8. Fees and Costs (continued)

The maximum tiered percentage administration fee of \$3,050 p.a. applies to the combined tiered administration fees for HUB24 Invest and the Non-Custodial Service. To calculate the proportion of the maximum fee that is applicable to your Non-Custodial Service, we first deduct the HUB24 Invest administration tiered percentage fee from the maximum fee, and the residual maximum fee is applied to your Non-Custodial Service.

By way of example:¹

- A maximum fee of **\$3,050 p.a.** applies to the combined balance of your **HUB24 Invest** and **Non-Custodial Service**;
- If your **HUB24 Invest** tiered administration fee is **\$2,000 p.a.**, this portion is first deducted from the combined maximum fee;
- Then the portion of the maximum that would apply to your **Non-Custodial Service** tiered administration fee is **\$1,050 p.a.** (i.e. \$3,050 p.a. – \$2,000 p.a.).

Expense Fee

The expense fee may be charged to cover costs legitimately incurred by HUB24, incidental or otherwise, in relation to the delivery of the Non-Custodial Service and include costs, for example, such as complying with legislative requirements, obtaining professional services including legal and tax advice, and costs for technology services.

The expense fee is calculated based on the daily weighted average of your combined Non-Custodial Service account balance (based on the latest available pricing at the time of calculation) after first taking into consideration your HUB24 Invest account balance, as if your Non-Custodial Service account balance was notionally increased by the value of your HUB24 Invest account, during the preceding quarter. The expense fee is deducted from your HUB24 Invest cash account quarterly in arrears following the end of each quarter.

By way of example:

- if an investor holds \$800,000 in a HUB24 Invest account, the expense fee that an investor would typically pay, as set out in the HUB24 Invest IDPS Guide, in **HUB24 Invest** would be **\$80 p.a.** (i.e. \$800,000 x 0.01%);
- if the investor also holds \$300,000 in non-custodial assets administered through the **Non-Custodial Service**, then the expense fee to apply to the non-custodial assets would be **\$20 p.a.** (i.e. \$200,000 x 0.01%).

A maximum fee of \$25 per quarter applies to the combined total of the expense recovery fee for HUB24 Invest and the expense fee for the Non-Custodial Service. To calculate the proportion of the maximum fee that is applicable to your Non-Custodial Service, we first deduct the HUB24 Invest expense recovery fee from the maximum fee, and the residual maximum fee is applied to the Non-Custodial Service expense fee.

By way of example:

- A maximum fee of \$25 per quarter applies to the combined total of the expense recovery fee charged in respect of your HUB24 Invest account and the expense fee that applies to your Non-Custodial Service account;
- If your HUB24 Invest expense recovery fee \$18 for the quarter, this portion is first deducted from the combined maximum fee;
- Then the portion of the maximum that would apply to the Non-Custodial Service expense fee is \$7 per quarter (i.e. \$25 per quarter – \$18 per quarter).

Investment Fees and Costs

It is important that you understand that the fees and costs of any non-custodial assets you may invest in will be in addition to the fees charged for the Non-Custodial Service, together with any advice fees and other costs that may be incurred in respect of your account in the Non-Custodial Service.

The fees and costs which apply to the non-custodial assets you choose to invest in, will generally be set out in the relevant product disclosure statement or disclosure documents for the asset. Fund management and performance fees may be charged in relation to the non-custodial managed fund or unit trust investments forming part of your investment strategy. These fees are generally reflected in the fund's unit price and are paid to the relevant fund manager. You, and your adviser will need to source disclosure documents directly for all non-custodial assets and take these fees and costs into consideration prior to making the decision to invest.

¹ Other fees and costs may apply in addition to those provided in the example. Other fees and costs may include, for example, International listed security fees and expense fees. Please refer to 'Administration Fees and Costs' above in Section 8 for more information.

8. Fees and Costs (continued)

Family Group Fee Discount

Family Groups (you and relevant members of your family)² may be eligible for a fee discount in respect of the Tiered Administration fee in Part a) (shown in the table under heading 'Administration Service Fees and Costs' in Section 8 above) where each member of the Family Group has the same adviser.

The Family Group may also include accounts your family members have through HUB24 Super³ in addition to any HUB24 Invest accounts they have. However, any additional discount applicable as a result of the Non-Custodial Service will be reflected as a reduction in the Tiered Administration Fee for the Non-Custodial Service only and will not impact the fees payable on the HUB24 Super or HUB24 Invest accounts.

The availability and type of family group fee discount that may apply to you depends on the arrangement between us, your adviser and your adviser's licensee.

Your adviser can provide you with further information about any such arrangement.

Your Consent for the Payment of Fees and Costs

When you take up the Non-Custodial Service you are taken to have instructed the Service Provider to pay any fees and costs in respect of this Non-Custodial Service from your HUB24 Invest cash account. If you have insufficient funds in the HUB24 Invest cash account to pay administration service fees and costs, including the fees you pay for advice and other related services in relation to your Non-Custodial Service account, we reserve our rights, to the extent reasonably necessary to meet the fees and costs incurred in relation to your Non-Custodial Service account, to:

- sell investments in your HUB24 Invest account (as per the investment drawdown preference applicable to the HUB24 Invest account); and/or
- sell assets in your Non-Custodial Service account (starting with your largest non-custodial asset liquid holding through to your smallest non-custodial asset holding).

This may be done without seeking prior instruction from you.

Where your adviser, their licensee or one of its related parties (referred to as 'related party') provides you with advice (or related services) in relation to your non-custodial assets, you consent to the Service Provider calculating the applicable advice fee and facilitating the deduction and payment of fees from your HUB24 Invest cash account. You can provide your consent as part of your application into the Non-Custodial Service, or via written consent in a form and manner accepted by us. Where you have provided your consent, the payment of remuneration by you to your adviser or a related party will continue until you direct us to cease paying it.

Reconstruction Fee

A fee may be charged by us if we are required to re-construct your CGT parcel history. No additional fee applies where your CGT parcel transaction history is also used for performance reporting purposes.

Payment of fees on your behalf

Where permitted by law, we may enter into an agreement with your adviser, or your adviser's licensee, or another third party for your adviser's licensee or another third party to pay some or all of your fees on your behalf. This amount may vary depending on the agreement you have with your adviser and the agreement between the Service Provider and your adviser's licensee. Where this occurs, the Service Provider will reduce the relevant fees paid by you as agreed, or not charge them at all (as applicable). Your adviser can provide you with further information about any such arrangement.

² Defined as immediate family members, such as spouse, defacto/domestic partner, child (including an adopted child, a stepchild or ex-nuptial child), parent, sibling and grandchild. For companies, family trusts, and self-managed superannuation funds – the directors and beneficiaries must be members of the same immediate family as described earlier.

³ HUB24 Super is a superannuation service administered by HUB24. A copy of the HUB24 Super product disclosure statement and target market determination can be obtained from your adviser or is available at hub24.com.au/product-documents/hub24-super-documents/. Before you make any decision about whether to acquire or continue to hold the product or an investment available in the product, you should consider the HUB24 Super product disclosure statement and it is recommended you obtain professional financial advice tailored to your personal circumstances, from your adviser.

8. Fees and Costs (continued)

Variation of Fees

The fees and costs set out in this Document may change from time to time. The Service Provider may vary the fees and costs set out in this Document without your consent. We will give you at least 30 days' advance notice of any increases in fees as required by law.

For any other materially adverse changes, advance notice will also be provided to investors at least 30 days in advance, where practicable, otherwise advance notice of materially adverse changes will be provided as permitted. If a change to fees and costs occurs that is not materially adverse to investors, we may update this Document by publishing the updated information on the website shown on the front cover of this Document.

Otherwise, we will issue a revised Document or update. You can obtain updated information or any supplementary or revised Document by asking your adviser or visiting the product website. You should regularly check our website to ensure that you have the most up to date information. You may request a printed or electronic copy of any updated information free of charge by requesting this from your adviser or by contacting the Service Provider.

We may individually negotiate fees with investors classed as wholesale clients on the basis of the value of their Non-Custodial Service account.

Adviser and Licensee Changes

Fees and costs set out under the heading 'Fees and Costs' are generally not negotiable by you. However, your adviser or the holder of the AFSL (Licensee) that your adviser operates under may, from time to time, negotiate the fees and other costs that apply to your account. The nature and amount of any variation depends on the arrangement between the Service Provider, your adviser and your adviser's Licensee.

If your adviser or your adviser's Licensee has negotiated the tiered percentage 'administration fee', and other fees and costs applicable to your HUB24 Invest account:

- you will get the benefit of that discounted arrangement in respect of the Non-Custodial Service account; and
- the same tiered percentage 'administration fee' which applies to your HUB24 Invest account will also apply to your 'tiered administration service fee' for your Non-Custodial Service account.

Your adviser can provide you with further information about any such arrangement. Where you leave your adviser or your adviser leaves their Licensee, the fees and other costs that apply may change and you may revert to the fees and other costs described in Document. Notice of any such change will be given to you as required by law.

9. Tax

CGT Parcel Allocation

Each non-custodial asset may comprise a number of parcels of units. Each parcel will have a different date of purchase and cost base.

When an asset is partially sold (for example, some but not all shares are sold) we will use the CGT parcel allocation process that has been nominated for your HUB24 Invest account.

You must specify the CGT method via your HUB24 Invest account so that calculations can be made on your Non-Custodial Service account. Generally, there should be no reason to change this method if your circumstances have not altered.

The method is specified on your HUB24 Invest Application Form and defaults to the minimise gains method if no selection is made. This method works to minimise the realised gains position of your Non-Custodial Service account.

Other allowable methods under HUB24 Invest are maximise realised gains and first in first out. The maximise gains method works to maximise the realised gain position of your portfolio. The first in first out method applies sales initially to the oldest remaining parcels. Each of these methods may have differing CGT implications, depending on your individual circumstances, and you should seek specific advice in this regard.

Tax on Income

Income (including dividends and trust distributions) may be received for assets in your Non-Custodial Service account and this income is generally assessable for tax purposes. Franking credits may be allocated to you in relation to this income. Special treatment applies to Australian franking credits from New Zealand companies.

Foreign income may be subject to foreign taxes. You may be entitled to a tax credit in respect of this tax. Generally, tax credits or rebates for foreign income will be reported in relation to the assets administered in the Non-Custodial Service. You should consult your adviser in relation to any tax credit or rebate you may be entitled to.

Withholding Tax

We may only accept your application with a valid Tax File Number ('TFN') (or Australian Business Number ('ABN') for a corporate entity). It's not a legal requirement to provide your TFN or ABN in relation to your Non-Custodial Service account.

The Service Provider will need to disclose the TFN or ABN (whichever is applicable) to the registry, product issuer and/or fund manager. However, if it is not provided to us, then the registry, product issuer and/or fund manager may be required to deduct tax at the highest marginal tax rate plus Medicare levy from all income, including interest, where you do not quote an ABN or TFN, or where you don't claim an appropriate exemption from quoting an ABN or TFN.

Some countries impose specific obligations on taxpayers and any intermediaries, including by imposing a withholding tax. If this applies, tax may be withheld on income from foreign sources and is calculated as a rate of withholding tax applied to that foreign income.

The rate of withholding tax depends on the source of income and the existence (or otherwise) of a tax treaty between Australia and the country in which the income is derived.

Non-Resident Investors

If you are a non-resident for tax purposes, then interest and income distributions that are paid to you from an Australian source may be subject to withholding tax. You will also be subject to the tax laws in that country.

Additionally, non-resident investors may also be precluded from participating in certain corporate actions related to listed securities, including corporate actions in relation to securities held within a managed portfolio. Please refer to your adviser for more information.

If you change from being a non-resident for tax purposes to becoming an Australian resident for tax purposes or vice versa, tax consequences may apply. If you become a US resident and reside in the US, you may no longer be able to continue to hold or invest in US domiciled assets.

Tax rules in other countries may be significantly different from those in Australia. If you are investing in a foreign jurisdiction, we recommend you consult your tax adviser about the impact this may have on your personal situation.

9. Tax (continued)

Exchange Rates Gains/Losses

Exchange rates used for the purpose of converting trades, income receipts and other transactions will be advised to us by the relevant registry, product issuer and/or fund manager (as applicable) and transactions will be reported in the equivalent Australian dollar amounts using these rates. The taxation treatment of any foreign exchange gains or losses that may arise as a result of this conversion will generally be folded into the taxation treatment of the transactions themselves. That is, for example, if a transaction gives rise to a capital gain assessable under the capital gains tax rules, any part of the gain that may be attributable to foreign exchange movements will be assessed as a capital gain and will not need to be reported separately. Similarly, foreign exchange gains or losses which result from conversion of ordinary income will be part of the ordinary income (if gains) or offset against it (if losses). When there are exceptions to these rules that may apply due to particular circumstances, we will inform your adviser.

Fee Deductibility

Most fees charged to your account are deductible for tax purposes – the annual tax statement assumes this.

Brokerage costs (and stamp duty, if applicable) are added to the cost base of the assets held in your Non-Custodial Service account so that they form part of the capital cost of the asset. These costs are therefore taken into account in the calculation of capital gains/losses, rather than as separate deductible expenses.

You should check your individual circumstances with your tax adviser.

Please note that reduced input tax credits do not apply to the fees and expenses charged in relation to your Non-Custodial Service account.

GST and Other Government Charges

Goods and services tax ('GST') is payable for most fees and expenses charged to you. Unless otherwise stated, all references to fees or expenses in this Document and the Non-Custodial Service Application Form, are expressed as inclusive of GST. In the event of any change in tax laws or their interpretation which affects the rate of GST payable the amounts deducted from the HUB24 Invest cash account in respect of the fees or expenses applied to your Non-Custodial Service account may be varied or adjusted to reflect such changes without your consent or further notice to you. Where other government charges apply, we will charge these directly to your account.

Estimated Tax Information

The annual tax statement will be provided as soon as possible at the end of the tax year when all data is available. Any reports that may be provided to you via continuous reporting will include only estimated data.

Similarly, any tax estimates shown on reports are based on this estimated data, the CGT parcel allocation method and the marginal tax rate estimated for you and are based solely on assets administered within the Non-Custodial Service.

Annual Tax Statement

Unless you specifically inform us otherwise, your annual tax statement, is prepared on the basis that you are investing as an Australian tax resident (in accordance with your HUB24 Invest account):

- partnerships
- associations
- companies
- trustees of trusts
- trustee of a self-managed super funds.

The annual tax statement is prepared on the assumption that investors have acquired and hold the investments in their Non-Custodial Service account as capital assets for long term capital gain, rather than as a trader in any of the investments in their Non-Custodial Service account.

You should obtain professional advice about how tax applies to your circumstances before making an investment decision.

10. General Information

Key Responsibilities

Your Role

In setting up the Non-Custodial Service, we rely on the information provided by you via your adviser. Therefore, you have an obligation to provide us with sufficient and accurate information to establish the Non-Custodial Service.

You must also notify your adviser in writing as soon as practicable of any changes to your personal circumstances that may have an impact on the Non-Custodial Service we provide.

You must notify us in writing as soon as practicable after the date of terminating your relationship with any adviser and provide details of any replacement adviser. It is important to note we are unable to continue to offer the Non-Custodial Service to you unless you have appointed an adviser.

Your Adviser's Role

The Non-Custodial Service is designed for use with an adviser, and this must be the same adviser that is appointed under your HUB24 Invest account. If you do not have an adviser, you will not be eligible to open an account under the Non-Custodial Service, unless we agree otherwise.

You agree that:

- Your adviser is not acting for us, or on our behalf;
- may act on your behalf pursuant to your Agreement with us and your agreement with the adviser, including to give instructions to us; and
- may receive documents and other communications on your behalf.

Your adviser will provide you with personal advice, through a Statement of Advice ("SOA"), to determine if the Non-Custodial Service is suitable for your needs.

Your adviser will then act on your instruction to complete a Non-Custodial Service Application Form required to establish the Non-Custodial Service on your behalf.

Your adviser will ensure that we are provided with all necessary information in a timely manner.

Our Role

We will use the information provided in your signed Non-Custodial Service Application Form to deliver the Non-Custodial Service as outlined in this Document.

We will liaise with your adviser to obtain any information or instructions that may be required to deliver the Non-Custodial Service.

We may appoint any person or perform any act or exercise any discretion in accordance with our Agreement with you. This appointee may be an associate of ours.

We are only responsible for providing or arranging the services described in this Document. Your adviser is responsible for providing any advice you may require in respect of your non-custodial assets.

We also do not provide financial product or legal advice as part of the Non-Custodial Service.

Appointing an Adviser

The Non-Custodial Service is designed for use with an adviser authorised by us to use the Non-Custodial Service. Therefore, you must have a relationship with an adviser to use the Non-Custodial Service, unless otherwise approved by us.

By appointing an adviser, you are authorising that person to instruct us on your behalf. We will act on all instructions from you via your adviser. Your adviser can instruct us on anything in relation to the Non-Custodial Service, except to appoint another person to be your adviser, make changes to your nominated bank account details or your fees payable.

Authority to Act on Your Behalf

You agree that we have the authority to do anything required to provide the Non-Custodial Service as set out in the Agreement. By agreeing to the conditions of the Non-Custodial Service you acknowledge that we are providing the Non-Custodial Service as principal and not as your agent.

Liability and Indemnity

This section relates only to the Non-Custodial Service.

You agree to indemnify us, our related bodies corporate and employees, directors, officers, and agents against any loss arising out of or in connection with:

- a. your breach of the Agreement; and
- b. your fraud, negligence, or dishonesty, except to the extent that such loss is caused by the fraud, negligence, or dishonesty of us, our related bodies corporate, employees, directors, officers, or agents.

To the extent permitted by law, we, our employees, directors, officers, and agents are not liable for any loss arising out of or in connection with:

- a. acting on your instructions (or not acting on your instructions, where we are permitted not to act);
- b. errors in, omissions from, non-receipt of, or invalidity of your instructions;
- c. your breach of the Agreement;
- d. any event or circumstances beyond our reasonable control;

10. General Information (continued)

- e. reliance in good faith on information provided by a third party (for example, asset prices) or on a document or a message we have no reason to believe is not authentic;
- f. consequential or indirect loss, loss of profits, loss of opportunity, loss of goodwill, or loss or corruption of data, except to the extent that such loss is caused by our fraud, negligence, or dishonesty of us, our related bodies corporate, employees, directors, officers, or agents.

To the extent permitted by law, the aggregate liability of us or any of our employees, directors, officers, and agents arising out of or in connection with the Agreement is limited to the fees paid or payable by you under this document in respect of the period of 12 months ending on the date that the loss arose.

Cessation of the Non-Custodial Service

This section relates only to administration of non-custodial assets.

Ceasing to use the Non-Custodial Service for your assets will not affect your HUB24 Invest account. You will continue to have access to HUB24 Invest for as long as you have a HUB24 Invest account.

Our obligation to provide any services to you in respect of non-custodial assets will cease immediately (and we will promptly notify you) if:

- a. the LPOA is revoked, or becomes invalid, for any reason;
- b. we receive an instruction from you to cease providing you with the Non-Custodial Service, including an instruction to withdraw your Standing Instruction in its entirety;
- c. providing the administration services for non-custodial assets may breach any laws or regulations;
- d. if you become insolvent (including if you are unable to pay your debts when due or do anything that suggests you cannot do so);
- e. if you breach this Agreement and (if rectification is possible) you fail to rectify the breach within 10 business days following notice by us to you of such breach;
- f. if we become aware that you no longer have an adviser and have not appointed a replacement adviser as required under 'Appointing an Adviser' in Section 10, General Information;
- g. the AFSL authorising us to provide the Non-Custodial Service is revoked, cancelled, or suspended by ASIC, or varied so that we are not authorised under the AFSL to provide the Non-Custodial Service.

In any case (and if your HUB24 Invest account has not been closed):

- a. where possible, and subject to any laws or regulations, we will settle any transactions related to non-custodial assets that are in progress but have not yet settled;
- b. we will update the registered address of your non-custodial assets to the address recorded for your HUB24 Invest account, so that all correspondence will be issued directly to you; and
- c. we will remove any non-custodial assets from InvestorHUB.

If your HUB24 Invest account has been closed, we may return any communications to the sender.

Termination

Your access to, and use of, the Non-Custodial Service for non-custodial assets will terminate immediately if you close your HUB24 Invest account.

We reserve the right to immediately terminate your access to, and use of, your Non-Custodial Service account (by giving written notice prior to doing so), in the following circumstances:

- a. if you breach the terms and conditions contained within the Agreement, the IDPS Guide or IDPS Contract;
- b. where your Non-Custodial Service account might be in violation (including by the Service Provider or its related bodies corporate) of an applicable law or regulatory requirement;
- c. if we are not able to recover any fees or costs or expenses to which we are entitled from your HUB24 Invest cash account (or, if applicable, after attempting to sell down your non-custodial assets);
- d. you become bankrupt or insolvent; or
- e. otherwise in accordance with our legitimate business interests, acting appropriately.

The Non-Custodial Service may be terminated by either party by providing 30 days written notice of termination to the other party.

On termination of the Non-Custodial Service:

- a. you shall pay us all accrued fees, costs and expenses, and we will, subject to any provision to the contrary in the Agreement promptly deliver to you all final reports in relation to your non-custodial assets, within a reasonable time (generally within 30 days). During that time, we may deal with your Non-Custodial Service account to settle or offset existing obligations; and

10. General Information (continued)

- b. you, via your adviser, must confirm the linked HUB24 Invest account mailing address, and bank account, are correct and valid so we can update your details with the relevant issuer, manager or registry for your non-custodial asset(s), in accordance with the LPOA. The LPOA appointing HUB24 will cease once we provide the issuer, fund manager or registry with this information.
- c. you acknowledge and agree that there may be delays in transferring or disposing of your non-custodial assets.

Termination does not affect any transaction properly commenced prior to termination, nor any other claim that either party may have against the other. Termination does not affect your (or our) existing rights and obligations prior to termination.

What do we do in the event of your death

If we receive notice of your death, the following will apply depending on your investor type:

If you are an individual investor –

- your Non-Custodial Service account will remain open and administration service fees and other relevant costs will continue to be deducted until your death benefit is paid, at which time your Non-Custodial Service account will be closed.
- any fees payable to your adviser or your adviser's licensee will cease upon notification of your death.
- on the subsequent confirmation of your death once the required documents have been received, unless the relevant executor or administrator of your estate provides a new adviser fee consent authorisation, the Service Provider will refund the advice fees which were paid to your adviser or your adviser's licensee after the date of your death to your HUB24 Invest cash account. Your HUB24 Invest cash account may not be credited with the refund amount until the required documentation has been received from your adviser or your adviser's licensee.
- the LPOA you signed ceases on your death. HUB24 will no longer have the authority to act on your behalf and all subsequent instructions in relation to your non-custody assets and account will need to be made by the relevant executor/administrator.

If you have invested in the product as a joint investor –

- your Non-Custodial Service account will remain open and will be treated as being held solely by the surviving investor as an individual Non-Custodial Service account.
- any fees payable to the adviser or the adviser's licensee in relation to the Non-Custodial Service account will continue being charged unless the surviving investor instructs otherwise.

- whilst your appointment of HUB24 as your attorney ceases on your death, the appointment of HUB24 as attorney for the sole surviving investor under the LPOA will continue. All subsequent instructions in relation to the non-custody assets and account will need to be made by the sole surviving investor.

If you are an individual acting as a director of a company (other than where you are the sole director and member of a company), or as the director of a corporate trustee of a trust or an SMSF (other than a single director corporate trustee) –

- the Non-Custodial Service account will remain open and will continue to be treated as being held by the company or corporate trustee (as applicable).
- any fees payable to the adviser or the adviser's licensee will continue being charged unless the director(s) of the company or corporate trustee (as applicable) instruct otherwise.
- the LPOA will remain in force until it is terminated by the director(s) of the company or corporate trustee (as applicable).

If you are an individual acting as the sole director and member of a company –

- A personal representative or trustee appointed to administer your estate may appoint new director(s) (in accordance with the company's constitution and the applicable legislation) and transfer the shares in the company to beneficiaries (who may then appoint new director(s)).
- The Non-Custodial Service account will remain open and:
 - the Service Provider will continue to deduct applicable administration service fees and other relevant costs unless instructions are received from the new director(s) to close the Non-Custodial Service account;
 - any fees payable to your adviser or your adviser's licensee will cease upon notification of your death, but may resume being charged when new director(s) are appointed and a new adviser fee consent authorisation has been provided by the new director(s);
 - on the subsequent confirmation of your death once the required documents have been received, unless the new director(s) of the company provide a new adviser fee consent authorisation, the Service Provider will refund the adviser fees which were paid to your adviser or your adviser's licensee after the date of your death to your HUB24 Invest cash account. Your HUB24 Invest cash account may not be credited with the refund amount until the required documents have been received from your adviser or your adviser's licensee.
 - the LPOA will remain in force until it is terminated by the new director(s) of the company.

10. General Information (continued)

If you are an individual acting as the sole director of a corporate trustee of a trust or an SMSF –

- The process will depend on a number of matters including (without limitation) whether you are also the sole member of the corporate trustee, whether the corporate trustee or the trust or SMSF (as applicable) will continue to be operated going forward, who will be the director(s) of the corporate trustee to provide instructions on the Non-Custodial Service account and the requirements of the constitutional document of the corporate trustee, the governing rules of the trust or SMSF (as applicable) and the applicable legislation. For information on the process which will apply, if you are the sole director of a corporate trustee of a trust or an SMSF, please contact your adviser or the Service Provider.

If you are an individual acting as an individual trustee of an SMSF or a trust –

- Subject to the below, the Non-Custodial Service account will remain open and will be treated as being held by the surviving trustee(s) of the SMSF or trust (as applicable).
- whilst your appointment of HUB24 as your attorney ceases on your death, the appointment of HUB24 as attorney for any surviving trustee(s) of the SMSF or trust (as applicable) will continue. All subsequent instructions in relation to the non-custody assets and account will need to be made by the surviving trustee(s) of the SMSF or trust (as applicable).
- If you are the sole trustee of the trust, a new trustee will need to be appointed in accordance with the governing rules of the trust and the applicable legislation, and:
 - the LPOA you signed as sole trustee of the trust ceases on your death. Therefore, there will no longer be a valid LPOA in relation to the account and the Service Provider will no longer have the authority to act in accordance with the LPOA you signed. A new LPOA from the new trustee(s) will be required;
 - the Service Provider will continue to deduct applicable administration service fees and other relevant costs unless instructions are received from the new trustee(s) to close the Non-Custodial Service account;
 - any fees payable to your adviser or your adviser's licensee will cease upon notification of your death, but may resume being charged when the new trustee(s) are appointed and a new adviser fee consent authorisation has been provided by the trustee(s);
 - on the subsequent confirmation of your death once the required documents have been received, unless the new trustee(s) provides a new adviser fee consent authorisation, the Service Provider will refund the advice fees which were paid to your adviser or your adviser's licensee after the date of your death to your HUB24 Invest cash account. Your HUB24 Invest cash account may not be credited with the refund amount until the required documents are received from your adviser or your adviser's licensee; and

- If you are an individual trustee of the SMSF and there is only one other individual trustee of the SMSF, the process will depend on a number of matters including (without limitation) whether the SMSF will continue to be operated going forward, who will be the trustee(s) of the SMSF to provide instructions on the Account and the requirements of the governing rules of the SMSF and the applicable legislation. For information on the process which will apply for your SMSF, please contact your adviser or the Service Provider.

If you are an individual acting as a partner within a limited partnership, or as a public officer or management committee member of an incorporated association –

- assuming the limited partnership or incorporated association (as applicable) continues and is not wound-up or dissolved upon your death (which will typically be the case, but will depend on the applicable law and the constitutional document or governing rules of the limited partnership or incorporated association (if any)):
 - the Non-Custodial Service account will remain open and will continue to be treated as being held by the limited partnership or incorporated association (as applicable).
 - any fees payable to the adviser or the adviser's licensee will continue being charged unless instructed otherwise.
 - the LPOA will remain in force until it is terminated by the general partner of the limited partnership, or new public officer or remaining committee member(s) of the incorporated association.

If you are an individual acting as a partner within a partnership (non-limited) –

- The process will depend on whether the partnership is wound-up or dissolved upon your death, which in turn, will depend on the applicable law and the partnership agreement, constitutional document or governing rules for the partnership (if any).
- If the partnership continues:
 - the Non-Custodial Service account will remain open and will be treated as being held by all surviving partner(s); and
 - and any fees payable to the adviser or the adviser's licensee will continue being charged unless instructed otherwise.
- Whilst your appointment of HUB24 as your attorney ceases on your death, the appointment of HUB24 as attorney for the surviving partner(s) will continue. All subsequent instructions in relation to the non-custody assets and account will need to be made by the surviving partner(s).

10. General Information (continued)

- However, if the partnership is wound-up or dissolved:
 - the Non-Custodial Service account will remain open and the Service Provider will continue to deduct applicable administration service fees and other relevant costs until the benefit is paid to all surviving partner(s), at which time the Non-Custodial Service account will be closed and the LPOAs signed by all partners will need to be terminated; and
 - any fees payable to the adviser or an adviser's licensee will cease upon the winding up or dissolution of the partnership.

If you are an individual acting as a member of an unincorporated association –

- the Non-Custodial Service account will remain open and the Service Provider will continue to deduct applicable administration service fees and other relevant costs unless instructions are received to close the account.
- an assessment will be made by HUB24 to determine the relevant member(s) who are authorised to provide instructions on behalf of the unincorporated association. Depending on the outcome of this assessment, the LPOA may no longer be valid and HUB24 may need to obtain a new LPOA.
- any fees payable to your adviser or your adviser's licensee will cease upon notification of your death, but may resume being charged if a new adviser fee consent authorisation has been provided by the authorised member(s) of the association.
- on the subsequent confirmation of your death once the required documents have been received, unless the member(s) of the association provide a new adviser fee consent authorisation, the Service Provider will refund the adviser fees which were paid to your adviser or your adviser's licensee after the date of your death to your HUB24 Invest cash account. Your HUB24 Invest cash account may not be credited with the refund amount until we receive this from your adviser or your adviser's licensee.

Privacy

This section contains information on how your personal information is collected, held, used, and disclosed, the people with whom your personal information may be shared with and where they are located, your right to request access to and seek the correction of the personal information held, how to make a complaint about a breach of the Australian Privacy Principles and how such a complaint is dealt with.

The HUB24 Ltd Group Privacy Policy applies to the Service Provider and to any related body corporate who provides services to them. It is available upon request and free of charge by contacting the client services team on 1300 854 994 or by email at admin@hub24.com.au. The HUB24 Ltd Group Privacy Policy is also available free of charge at: www.hub24.com.au/privacy-policy

The HUB24 Ltd Group Privacy Policy contains information about:

- how you may access your personal information and seek the correction of such information; and
- how you may make a complaint about a breach of the Australian Privacy Principles and how such a complaint is dealt with.

Your personal information is collected to:

- assess your application and establish your Non-Custodial Service;
- administer your non-custodial assets;
- provide the product and related services to you;
- communicate with you in relation to the Non-Custodial Service and your assets;
- administer the Non-Custodial Service, your assets and related services;
- give you access to investor areas of the website;
- manage the relationship with you, such as discussing issues with you, establishing, and maintaining records in relation to your non-custodial assets and providing regular; statements, reports, and communications to you;
- allow relevant service providers of HUB24 Invest to provide their services let you know about other products and services (including, without limitation, other products or services offered by the Service Provider or any of their related bodies corporate);
- conduct service development, quality control or other product research;
- assist us to prevent, identify and investigate any potential or actual financial crimes;
- meet legal obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) ('AML/CTF Act'), including in respect of customer identification and verification meet legal obligations under the *Corporations Act 2001* (Cth); and
- comply with taxation and other applicable laws (including foreign laws). For example, the *Foreign Account Tax Compliance Act 2010* (USA) and the Common Reporting Standard introduced by the *Tax Laws Amendment (Implementation of the Common Reporting Standard) Act 2016* (Cth).

10. General Information (continued)

This information is collected through interactions with you, your adviser or other representative, your organisation, public sources, law enforcement, dispute resolution, statutory and regulatory bodies, industry complaints resolution bodies and information verification services such as electronic identity and document verification services. The Service Provider may also verify the information collected.

If your personal information is not collected, the Service Provider may not be able to process your Non-Custodial Service application, process your instructions, or administer your non-custodial assets. It is also important that you advise the Service Provider as soon as reasonably possible of any changes in your personal information.

If you provide personal information about any other individuals (e.g. directors or trust beneficiaries) you must make them aware that you are doing so, ensure they receive a copy of this privacy section and tell them that the HUB24 Ltd Group Privacy Policy is available at: www.hub24.com.au/privacy-policy and that their personal information will be collected and handled in accordance with the privacy information in this section and the Privacy Policy.

Your personal information and other information may be disclosed to third parties including:

- your adviser and their Australian Financial Services Licensee (including any replacement adviser or Australian Financial Services Licensee), unless you instruct us otherwise in writing;
- your personal representative, attorney, or agent, unless you instruct us otherwise in writing;
- the responsible entity of any scheme you choose to invest in, and their service providers;
- related bodies corporate of the Service Provider, unless you instruct us otherwise in writing;
- outsourced service providers who assist with, among other things, but not limited to, custody, data storage and archiving, auditing, accounting, customer contact, legal, business consulting, identity and document verification (electronic or otherwise), banking, information technology services, data analysis or research;
- Australian banks, ADIs or other financial institutions we use from time to time in respect of your HUB24 Invest cash account;
- Australian and overseas regulatory authorities and law enforcement agencies on reasonable request by those authorities or where required by law. For example, your personal information may be disclosed to the ATO or to foreign tax authorities such as the IRS in the USA and other tax authorities in other foreign jurisdictions. The ATO may provide your personal and other information to foreign tax authorities such as the IRS. Your personal information may also be provided to other regulatory authorities such as ASIC and the Australian Transaction Reports and Analysis Centre ('AUSTRAC');
- financial institutions and other similar organisations dealt with in the course of corporate activities in relation to HUB24 Invest or that you have nominated;
- overseas issuers, fund managers, registry or administrators (as the case requires) in the course of administering overseas non-custodial assets on your behalf and implementing your instructions;
- other third parties on your behalf for the purpose of establishing and administering your non-custodial assets, unless you have instructed otherwise; and
- to comply with a court order or in conjunction with court proceedings.

The Non-Custodial Service is operated in Australia. Our service providers are generally located within Australia but may, from time to time, be located in foreign jurisdictions. We may, therefore, share your personal information with service providers located outside Australia to assist with the operation of the Non-Custodial Service and to provide the services to you as outlined above. We may also share your personal and financial information with foreign regulatory authorities such as the IRS in the United States of America and other foreign tax authorities where you are resident for tax purposes.

Reasonable steps are taken to ensure that any recipients of your personal information do not breach the privacy obligations relating to your personal information.

If you invest in international securities/assets, you agree the Service Provider may provide to persons located in overseas jurisdictions ('overseas recipients') such personal information as may be reasonably required in relation to the buying, selling or holding international securities/assets on your behalf and you acknowledge that:

10. General Information (continued)

- by consenting to such disclosure, Australian Privacy Principle 8.1 will not apply to such disclosure, meaning we are not required to take reasonable steps to ensure that such overseas recipients do not breach the Australian Privacy Principles in relation to the disclosed information; and
- if the overseas recipient breaches the Australian Privacy Principles in respect of the disclosed information, we will not be accountable under the Privacy Act and you will not be able to seek redress under the Privacy Act.

Your information may be used to tell you by mail, telephone, electronic messages (like email), online and other means, about other services and products offered by us or any of our related bodies corporate. This may be done on an ongoing basis, but you may opt out at any time.

You can ask to access your personal information and ask that we correct that information where it contains errors. We will seek to verify your identity before providing you with access or making any changes. In some cases, we are not required to provide you with access. For example, where a Court or Tribunal Order prohibits this. There may also be circumstances where we are not required to correct personal information. For example, if we are not satisfied that the information is inaccurate, out-of-date, irrelevant, or misleading. In these cases, we will notify you and explain our reasons (except to the extent it would be unreasonable or unlawful to do so).

If you wish to opt out, access or change your personal information you may do so via your HUB24 Invest account by contacting the client service team on 1300 854 994 or by email at admin@hub24.com.au.

If you have a question or complaint about how your personal information is being handled, please first submit your question or complaint as described in General information, under 'Feedback and Complaints'.

If you are not satisfied with our response to, or the handling of, your complaint, you can contact the external dispute resolution scheme: the Australian Financial Complaints Authority as described in General information, under 'Feedback and Complaints'.

You may also contact:

The Office of the Australian Information Commissioner
GPO Box 5288
SYDNEY NSW 2001

Phone: 1300 363 992

Online: www.oaic.gov.au

Anti-Money Laundering/ Counter-Terrorism Financing

In accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) ('AML/CTF Act') and supporting AML/CTF Rules, we are required to collect and verify information about you and, where applicable, your beneficial owners and persons acting on your behalf.

Each applicant (and third party) is required to provide identification records as requested by us, or other registries, product issuers and fund managers for the Non-Custodial Service. If requested, the information we require to collect is set out in the Non-Custodial Service Application Form, HUB24 Invest Application Form and Investor Identification Form you are required to complete as part of the application process. If you do not provide the requested information and documentation there may be a delay in processing your account opening, or possible suspension of an opened account.

From time to time, additional information and documentation may be required from you, and where applicable your beneficial owners and persons acting on your behalf, to assist in this process or to refresh and update your identification information.

Under the provisions of the AML/CTF Act, we may be precluded from providing our services in certain circumstances.

For example, in complying with obligations related to the AML/CTF Act, there may be instances where we are unable to activate your account or transactions are delayed, blocked, frozen or refused. This could occur where reasonable grounds are established that the transaction breaches Australian law or sanctions, or the law or sanctions of any other country.

Where transactions are delayed, blocked, frozen or refused, we are not liable for any loss you may suffer (including consequential loss) as a result of complying with the AML/CTF Act as it applies to the Non-Custodial Service.

By completing the Non-Custodial Service Application Form, you agree that:

- you are not making an application for the Non-Custodial Service under an assumed name;
- any money used by you to invest in non-custodial assets is not derived from and/or is related to any proceeds that will be used for any criminal activities;
- you will provide any additional information and documentation reasonably required for the purpose of us complying with the AML/CTF Act; and

10. General Information (continued)

- we may obtain information about you or any beneficial owner or person acting on your behalf on our behalf if this is believed necessary to comply with the AML/CTF Act. Where documentation provided is not in English, an English translation must be provided by an accredited translator (who is accredited by the National Accreditation Authority for Translators and Interpreters Ltd at the level of Professional Translator or above).

There are certain legal obligations to disclose gathered information to regulatory and/or law enforcement agencies, including AUSTRAC. We have reporting obligations in relation to the AML/CTF regulatory regime and we must report certain matters to AUSTRAC.

Under the "tipping-off" prohibition, these requirements may prevent us from informing you that any such reporting has taken place.

Notices

All notices (including instructions) must be in English and given in accordance with the requirements of this Agreement and may be given by a party to the other in writing, by email or facsimile.

Communication by telephone or other oral communication will not be considered to be a notice or instruction for the purposes of this Agreement and we will have no obligation to act in accordance with that communication unless it is confirmed in the manner prescribed by this Agreement.

We will act on instructions from you, via your adviser, that we reasonably believe to be genuine. We will not act on instructions if, in our opinion, they are not genuine, clear, complete, or otherwise in accordance with the conditions of this Agreement. We will advise you, via your adviser, if we will not act on any instruction and we do not accept any liability for instructions we do not implement in these circumstances.

Electronic Signatures

When applying to open your Non-Custodial Service account, completing forms, provide us with instructions or other documents, you may be asked to provide a digital or electronic signature. We may at our discretion accept other methods of signing. We reserve the right to refuse any application or other document which has not been signed in a manner required by us. We may rely on outsourced providers of digital or electronic signature services. We will not accept any liability to you in respect of your use of these services.

Your Acknowledgements and Undertakings

When you agree to apply to the Non-Custodial Service, you expressly agree to all of the following:

- we cannot provide the Non-Custodial Service to you if you do not comply with our reasonable requests for assistance;
- we may provide data and information about you to third parties to facilitate the Non-Custodial Service and we are not liable to you or any other person for any loss or damage caused by an act or omission of the third party;
- the contents of your investment strategy, or any other documents, which you and/or your adviser have prepared and submitted to us in respect of your Non-Custodial Service account are not to be taken as a representation by us as endorsing their content;
- we are not responsible for providing you with, and nothing represented by us should be taken as legal advice, or financial product advice;
- the ASIC Act, the Australian Consumer Law and other similar laws may impose certain mandatory obligations on us in relation to the Non-Custodial Service. Except as provided by these laws, we and other members of the HUB24 Limited group of companies are not liable to you for any losses (direct or indirect) relating to the Non-Custodial Service, including without limitation (i) loss of profits, loss of revenue, loss of opportunity or loss of business, loss of savings, loss of reputation or any other direct, indirect or consequential loss, and (ii) any such losses arising in connection with this Non-Custodial Service or other services obtained by us from third parties. However, this limitation of liability does not apply to the extent that the liability directly results from our fraud, wilful default, dishonesty or negligence.
- By authorising us to provide the Non-Custodial Service to you, you warrant that all information provided to us by you or your adviser is correct. You undertake to:
 - notify us in writing as soon as practicable if anything occurs that may affect the Non-Custodial Service provided by HUB24;
 - provide us with any documents, information or instructions we reasonably require to perform our obligations as detailed in the Agreement or as imposed by the law, and to ensure that any such information will be accurate; and
 - notify us as soon as practicable where any information previously supplied to us has changed or you believe it is incorrect. We do not take responsibility for any loss that may occur as a result of incorrect or outdated information provided by you or your Adviser.

10. General Information (continued)

Amendments and Changes

From time to time, we may change the services provided under the Non-Custodial Service. We may vary the terms of this Agreement in response to regulatory requirements or changes, to reflect changes to the Non-Custodial Service (including changes in the way Non-Custodial Service accounts are administered), to ensure information in this Document remains accurate and up to date or otherwise in accordance with our legitimate business interests, acting appropriately. We may make these changes at any time, subject to the below, unless the change has, or is likely to have, a materially adverse effect on you, in which case we will give you reasonable notice.

Reasonable notice will ordinarily include at least 30 days' notice. We may vary the terms of this Agreement without prior notice to you where such variation is reasonably necessary to ensure we meet our ongoing regulatory and legal obligations; and/or restore or maintain the security of the Provider's systems or any accounts.

Survival

Relevant sections within this Document titled 'Fees and Costs', 'General Information', 'Liability and Indemnity', 'Cessation of the Service', 'Termination', 'Your acknowledgements and undertakings', 'Privacy', 'Anti-Money Laundering/Counter Terrorism Financing' and any other provision of this Agreement intended to survive termination of this Agreement will continue to apply following termination of this Agreement.

Severability

A provision or part thereof of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions or parts thereof continue in full force.

Feedback and Complaints

How we deal with complaints

We take complaints seriously as they give us information about how we can improve our services to you. We have an internal complaints handling policy that you can access free of charge.

Internal Complaints Resolution Process

If we cannot resolve your complaint immediately, we will try to resolve it as quickly as possible. Each complaint or dispute is logged in our complaints register and assigned to an appropriate person to resolve.

We aim to resolve most issues within 21 business days, however the maximum timeframe to resolve a complaint is 30 days subject to the following exception. In exceptional cases where there is no reasonable opportunity for us to respond within the maximum timeframe above because resolution of the complaint is particularly complex or because of circumstances beyond our control which cause complaint management delays, we will need more time to respond to your complaint.

In these cases, before the maximum timeframe above expires, we will provide you with a notice:

- informing you of the delay in our response to your complaint; and
- setting out our written reasons for the delay.

Also, in these cases, we will keep you updated regularly as to the progress of your complaint. If your complaint relates to the operation of the Non-Custodial Service, please contact our Complaints Officer at:

Email: complaints@hub24.com.au

Mail: HUB24 Custodial Services Ltd
PO Box 16210
Melbourne GPO Collins St West VIC 8007

If your complaint relates to the advice you received from your adviser in relation to the Non-Custodial Service or your non-custodial assets, we recommend you discuss the issue with your adviser or refer to the complaints section of your adviser's Financial Services Guide.

How to contact us

If you need help regarding the Non-Custodial Service, you should first speak to your adviser. You can also contact us by:

Email: admin@hub24.com.au

Phone: 1300 584 994

Fax: 1300 781 689

Mail: PO Box 16210
Melbourne GPO Collins St West VIC 8007



Want to learn more?

Call our team on **1300 854 994**
or visit **[HUB24.com.au/noncustodialservice](https://hub24.com.au/noncustodialservice)**

PO Box 16210
Melbourne GPO Collins St West VIC 8007

admin@hub24.com.au