

# nabtrade

# Client Agreement

Issued by WealthHub Securities Limited ABN 83 089 718 249, AFSL No. 230704

Effective date of issue 9 November 2023

Please make sure you retain a copy of this agreement for future reference.

If you have any further queries regarding this agreement, please contact nabtrade on **13 13 80**, or [enquiries@nabtrade.com.au](mailto:enquiries@nabtrade.com.au)



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## Important Information

The nabtrade service (nabtrade) is an information, trading and settlement service provided by WealthHub Securities Limited ABN 83 089 718 249, AFSL No. 230704 (WealthHub Securities, we, our, us). WealthHub Securities is a Market Participant under the ASIC Market Integrity Rules and a wholly owned subsidiary of National Australia Bank Limited ABN 12 004 044 937, AFSL No. 230686 (NAB). NAB doesn't guarantee its subsidiaries' obligations or performance, or the products or services its subsidiaries offer. The nabtrade Service includes making the Cash Products available to you. The Cash Products are issued by NAB, and are to be used in conjunction with the nabtrade Service. The nabtrade Global Market Trading service is an international share trading, nominee and custody service provided by WealthHub Securities.

# About the nabtrade Client Agreement

**It's important that you read and understand the provisions in this agreement and keep them for future reference.**

The nabtrade Client Agreement is set out as follows:

**A-E** **Parts A to E and G to H** apply to the nabtrade information, trading and settlement service provided to you by WealthHub Securities ABN 83 089 718 249, AFSL No. 230704 (WealthHub Securities, we, our and us), and set out the agreement between you and WealthHub Securities.

**F** **Part F and H** apply to the Cash Account, and the High Interest Account (Cash Products), and set out the agreement between you and National Australia Bank Limited ABN 12 004 044 937, AFSL No. 230686 (NAB).

Cash Products are issued by NAB and are administered by us.

The Cash Account is provided as part of the nabtrade Service and is necessary for your trading and settlement activities, unless we agree to the use of an alternative settlement account (referred to in this Agreement as an Approved Settlement Account). The fees and interest rates applicable to Cash

Products can be found as below:

- Fees: Schedule of Fees available on the Trading Site.
- Interest rates: available on the Trading Site.

**G** **Part G** applies to the nabtrade Global Market Trading service, a nominee and custody service provided to you by WealthHub Securities ABN 83 089 718 249, AFSL No. 230704 (WealthHub Securities, we, our and us), and set out the agreement between you and WealthHub Securities.

The foreign currency exchange service relating to the nabtrade Global Market Trading service (for both Forward FX Transactions and Spot FX Transactions) is provided by National Australia Bank Limited ABN 12 004 044 937, AFSL No. 230686 (NAB).

The nabtrade Client Agreement is not the only document you will need to read, understand and agree to as part of the nabtrade Global Market Trading service. You will also need to access the Foreign Exchange Forward Transactions Product Disclosure Statement (PDS) issued by NAB and the NAB Financial Services Guide.

**H** **Part H** defines the terms used throughout the nabtrade Client Agreement.

**I** **Part I** contains the NAB Privacy Notification

# Things you should know

## Contacting us

You can contact us:

### By phone 13 13 80.

For more information about our opening hours visit [nabtrade.com.au](http://nabtrade.com.au)

**By mail** nabtrade GPO Box 4545  
Melbourne VIC 3001

**Online** [nabtrade.com.au](http://nabtrade.com.au)

## Unauthorised transactions

If you think there's been an unauthorised transaction on your Account, please tell us immediately by calling us on 13 13 80, Monday to Friday. For more information about our opening hours visit [nabtrade.com.au](http://nabtrade.com.au). If calling from overseas, please call us on +61 2 8220 5945.

## Tax File Number (TFN) options

Interest earned on the Cash Products may form part of your assessable income.

By law, you're not required to tell us your TFN, Australian Business Number (ABN) or exemption code (if you have one). However, if you don't provide these details, we may need to deduct Pay As You Go (PAYG) withholding tax at the maximum marginal tax rate (plus the Medicare levy) from any interest you earn on your Cash Products.

## This is an online service

nabtrade is an online trading service and in order for you to use it, you'll need to have access to the internet and have a valid email address through which we can contact you.

## We don't provide personal advice

nabtrade doesn't provide personal advice. Any advice in this document has been prepared without taking into account your objectives, financial situation or needs. Because of this you should, before acting on any advice in this document, consider whether it's appropriate to your objectives, financial situation and particular needs. Before making any decision in relation to our products, you should read and understand the relevant terms and conditions, or other disclosure documents, and consider them before making any decision about whether to acquire or continue to hold the product. We recommend that you obtain independent financial, legal and taxation advice before entering into any financial investment decision.

## nabtrade Global Market Trading service

Investing through the nabtrade Global Market Trading service is not the same as investing directly. Although you'll be the beneficial owner of the relevant International Securities, the legal interest is held by the Custodian, Sub-custodians or sub-sub-custodians. The Sub-custodians receive all communications regarding your investments on your behalf, including notification of shareholder meetings, upcoming corporate events and dividend information.

# Part A: General Provisions

This Part describes the agreement between you and WealthHub Securities Limited (WealthHub Securities, we, our us).

## 1. When does the nabtrade Client Agreement take effect?

- 1.1 You acknowledge that:
- a. no part of the nabtrade Client Agreement, except Part I – NAB Privacy Notification, will take effect until we notify you that we've accepted your application
  - b. when we notify you that we've accepted your application, only Part A – General Provisions and Part D – Access Terms of the nabtrade Client Agreement will take effect
  - c. Part B – Broking Terms, Part E – CHESS Sponsorship and Part G – nabtrade Global Market Trading service terms and conditions of the nabtrade Client Agreement or any Additional Services will not take effect until we notify you that you've satisfied our identification and verification process. Until that time, we're not under any obligation to accept or act on any instructions
  - d. Conditional Orders in Part C of the nabtrade Client Agreement may be offered to you subject to the terms and conditions, and
  - e. Part F will take effect once we notify you (on NAB's behalf) that your application has been accepted. When that happens, your Cash Account will be established and you'll be able to put money into it. No other part of

Part F will take effect until we tell you that you've satisfied NAB's identification and verification process.

- f. This Part A also applies to the Global Market Trading service.

## 2. General representations and warranties

- 2.1 You represent and warrant:
- a. the information you give us is complete, correct and not misleading, and we may rely on that information, unless you tell us it's changed
  - b. you do not have any reason to believe that any Transaction we execute in accordance with any instructions you give us using the Services detailed in this nabtrade Client Agreement will breach any law in Australia or any other relevant country
  - c. if you're a company, that we can rely on the ASIC company search of you as being current and valid. We may also request a guarantee from any or all of your directors relating to your obligations with us
  - d. if you're a body corporate, that your incorporation details are current and valid
  - e. if you're a trustee:
    - these terms and conditions will bind you in both a personal capacity and in your capacity as trustee
    - you can be indemnified out of the assets of the trust for all liabilities incurred under these terms and conditions

- you've properly exercised your trust powers and have full authority to enter into this arrangement and all transactions under it, and
- your instructions are lawful and authorised.

- f. you're over the age of 18 and have the legal power and right to execute contracts and other documents in relation to your Account for dealing and transferring Financial Products and other related matters
- g. you'll ratify and confirm any proper actions we carry out based on your instructions, or the instructions of someone you authorise, and
- h. as soon as you become aware of an error or omission, you're responsible for taking necessary action to mitigate further loss.

### 2.2 You acknowledge that:

- a. you should read and understand all documentation provided to you by us including, but not limited to, the nabtrade Financial Services Guide and all relevant third-party terms and conditions along with the nabtrade Client Agreement
- b. we're required by law to verify your identity before we can provide you with the Services and that it's an offence under the Anti- Money Laundering and Counter- Terrorism Financing Act 2006 (Cth) to provide false or misleading information about your identity

- c. you authorise us to provide any relevant information about you to a credit-reporting agency before we can provide you with the Services and also in relation to the recovery of any overdue payments
- d. we won't give you any legal, tax, financial or accounting advice, or any advice about the suitability or profitability of your Transactions
- e. you understand that there is significant risk associated with investment in Financial Products and you need to seek your own professional advice and rely on your own judgement in relation to your financial situation, investment objectives and particular needs when placing any order with us to buy or sell any Financial Product, or giving any other instruction
- f. the Financial Products and Services we offer may not be available to people accessing them from outside Australia. You're responsible for complying with foreign laws and regulations
- g. once we notify you that we've accepted your application, we intend to rely upon the terms of this agreement, and that, before submitting your application, you should ask us for an explanation or seek independent advice if you don't understand any terms and conditions, and
- h. we reserve the right to decline your application.
- 2.3 You agree and acknowledge that:
- you will provide any information that we reasonably request connected with your Account or any Transactions
  - we may continue any action under clause 22 until we receive a satisfactory response, and
  - if we are not satisfied with your response or you fail to respond in a timely manner then we may take this into account when deciding whether or not to terminate some or all of the Services under clauses 23 or 24.
- 3. Service Provider**
- 3.1 We may change the Service Provider used to provide a Service at any time in accordance with clause 3.3.
- 3.2 If we nominate another Service Provider for any of the Services we provide you may need to enter into an agreement with another Service Provider in order to continue to use the Services.
- 3.3 We will act fairly and reasonably when exercising our discretion under clause 3.1. Where we advise you of a change in Service Provider, we may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk). If appropriate, we will give you a general reason for doing so. If the change is unfavourable to you, we will try to provide at least 30 days prior written notice to you. If we do not give you advance notice, and where it is reasonable to do so, we will advise you within a reasonable time of exercising our discretion.
- 4. Joint accounts**
- 4.1 If your Account is in two or more names:
- the liabilities of these terms and conditions apply to each Person jointly and severally
  - a right given to any party under these terms and conditions applies to all parties
  - a representation, warranty or undertaking made by those parties is made by each of them, and
  - you acknowledge that the Primary Contact is the person nominated in the Application Form as the Primary Contact.
- 5. Effect of death or incapacity**
- 5.1 If you die or become incapacitated during the term of the nabtrade Client Agreement, to the extent permitted by law:
- your legal personal representative will ratify and confirm any reasonable actions we take between the date of death and the date we're notified, and indemnify us in relation to any reasonable costs incurred and reasonable actions taken, except to the extent of our fraud, negligence or misconduct, and
  - the authority you give us will continue to operate.

## 6. GST status

- 6.1 Unless expressly stated otherwise, all fees, charges and other consideration to be provided under these terms and conditions is expressed on a GST-inclusive basis. Where a fee is expressly stated to be exclusive of GST, you agree to pay us the GST amount.
- 6.2 You agree to indemnify us and keep us indemnified against any applicable penalties and interest in relation to GST that is paid or payable by us in providing taxable services to you, except to the extent that the penalties or interest arise from or are caused by our fault.

## 7. Currency

- 7.1 The exchange rate offered under a foreign currency Transaction (for both Forward FX Transactions and Spot FX Transactions) is linked to the inter-bank market rate and is adjusted to cover NAB's costs and derive a profit. The exchange rate, therefore, reflects the inter-bank market rate plus a margin. The inter-bank market is restricted to authorised foreign exchange dealers and banks, including NAB, which constantly quote to each other at wholesale rates and in minimum parcel sizes. Please note that NAB, as part of its business, regularly trades for its own account and the accounts of other customers in this market. This may affect the inter-bank market rate that is offered to you under a foreign exchange Transaction.

## 8. Tax File Number (TFN), Australian Business Number (ABN) and exemption code

- 8.1 If you provide your TFN, ABN or exemption code to us, you authorise us to share this information with the investment bodies whose Financial Products are held (or will be held) in CHES and to any member or affiliate of ours.
- 8.2 Clause 8.1 applies to all Persons named on the Account. For example, if you have a joint account, both your TFNs should be provided. If you don't provide your TFN, ABN or advise us that you're eligible for an exemption from providing a TFN or ABN, we may be obliged to deduct Pay As You Go withholding tax at the maximum marginal tax rate (plus the Medicare levy).

## 9. Trust funds

- 9.1 In accordance with the Corporations Act 2001 (Cth), we'll hold any funds we receive on your behalf in trust for you. We may retain any interest paid on such funds.

## 10. Information

- 10.1 The Information provided on the Trading Site is provided for general information and doesn't take into account any particular Person's investment objectives, financial situation or needs.
- 10.2 Although Information on the Trading Site has been obtained from sources believed to be true, neither we nor our affiliates

(including all officers, directors, employees, agents, third parties, Service Providers, suppliers or relevant exchanges):

- a. make any warranty concerning the Financial Products or the accuracy, or reliability, or completeness of the Information, or the performance of the companies referred to, on or in relation to the Trading Site. The accuracy, timeliness or completeness of Information isn't guaranteed by us or any third party, or
  - b. accept any liability for any claim, loss or damage arising from the display or use of Information on the Trading Site or any associated Services (whether arising in contract, negligence or otherwise). In particular, we and our affiliates aren't liable for any omission, mistake, delay or interruption in providing the Information or the Information being inaccurate, incomplete, or otherwise misleading, except to the extent resulting from or caused by our negligence, fraud or misconduct.
- 10.3 Service Providers, including third-party suppliers or relevant exchanges may assert proprietary interests in the Information.
- 10.4 If we facilitate linkages to other websites or provide or make available (including by way of a referral Service) general research, Information or recommendations provided by other persons, we're not liable to you if you rely on any research, Information, advice or



recommendation provided by such websites, persons or Service Providers except to the extent resulting from or caused by our negligence, fraud or misconduct.

- 10.5 The securities of any company mentioned on the Trading Site may not be available to transact in all jurisdictions or to all categories of investors.
- 10.6 The Information supplied is for your personal and private use only. You must not:
- reproduce, broadcast, otherwise distribute or allow any unauthorised third party to access the Information
  - use the Information for any unauthorised or illegal purpose, or
  - procure or assist another Person to do an act prohibited by clause 10.6(a) and (b).

If we reasonably believe you're in breach of this clause 10.6, we may suspend your use of the Service under clause 22.

- 10.7 You acknowledge that some Information may be prepared by National Australia Bank Limited (NAB) and by submitting your application to open an Account, you agree that NAB's Financial Services Guide is available to you at nab.com.au

## 11. Intellectual property

- 11.1 You acknowledge that copyright and intellectual property rights relating to the Information and derived Information we provide (including Information transmitted electronically),

remain vested in NAB or other Service Providers as applicable.

- 11.2 If improper or unlawful use of materials under copyright or other intellectual property rights comes to your notice, you must promptly notify us.
- 11.3 Where you download or print copies of any Information about a Service, you acknowledge that it is for your personal and private use, and that it may not be reproduced, republished, broadcast or otherwise distributed without our prior written consent.

## 12. Authorised Persons

- 12.1 You agree that if you've appointed an Authorised Person to deal on your behalf, then:
- You understand that an Authorised Person may be restricted from providing instructions in relation to particular Services including Additional Services. These restrictions are made available to you on the Trading Site,
  - we may act upon the instructions of any Authorised Person, or
  - we may provide Account information in response to a request from an Authorised Person, without the necessity to check the authority of that Person. We may, however, require written instructions from you in certain circumstances.

- 12.2 If we reasonably believe that a Person who makes a request for information, or provides trading instructions, is your Authorised

Person, we're not liable for any action, non-action or response in relation to this request (except to the extent resulting from or caused by our negligence, fraud or misconduct).

- 12.3 If there's more than one Authorised Person, we may act on the instructions of any Authorised Person severally.
- 12.4 You agree that if any of your Authorised Persons breach these terms and conditions:
- the breach will be attributed to you as principal
  - we have the same rights and remedies as we would if you had personally committed the breach, and
  - where we can take action against the Authorised Person, we don't need to do so before exercising the rights granted in this clause against you.
- 12.5 Authorised Persons aren't able to appoint or remove other Authorised Persons.
- 12.6 Subject to the restrictions in clause 12.1 (a), this clause 12 applies to any instruction given to us in relation to a Service, including any Additional Services. Your Authorised Person agrees that they should access, read and understand the terms and conditions governing the Services, including any Additional Services as applicable. These terms and conditions are made available to you on the Trading Site.
- 12.7 Subject to the restrictions in clause 12.1 (a) you agree that if

- you've appointed an Authorised Person to deal on your behalf in relation to a Service, including any Additional Services, then you:
- a. must ensure that any Authorised Person you appoint has the knowledge and experience required to provide instructions, and
  - b. accept responsibility for your Authorised Person's instructions.
- 12.8 For more information about Authorised Persons, please visit the Trading Site.
- 13. Subscriptions, Service Levels and Alert Credits**
- 13.1 We agree to provide you with a core level of Subscriptions, Service Levels and Alert Credits. We decide the core level of the Subscriptions, Service Levels and Alert Credits that we offer you at our discretion for legitimate business, prudential or regulatory reasons.
- 13.2 If you decide that you want to receive anything above the core level of the Subscriptions, Service Levels and Alert Credits that we offer you, go to our Trading Site for more information.
- 13.3 For more information about Subscriptions, Service Levels and Alert Credits, please visit the Trading Site.
- 13.4 You acknowledge and agree to the following with regard to Subscriptions, Service Levels and Alert Credits:

	Subscriptions	Service Levels	Alert Credits
<b>Access</b>	via the Trading Site or by another method we provide to you	via the Trading Site or by another method we provide to you	via the Trading Site or by another method we provide to you
<b>Cancellation at any time</b>	via the Trading Site and the Telephone Service	via the Trading Site and the Telephone Service	via the Trading Site and the Telephone Service
<b>Renewal</b>	Automatically renewed unless cancelled	Automatically renewed unless cancelled	n/a
<b>Fees</b>	As set out in the nabtrade Financial Services Guide available on the Trading Site	As set out in the nabtrade Financial Services Guide available on the Trading Site	As set out in the nabtrade Financial Services Guide available on the Trading Site
<b>Payment method</b>	You authorise us to debit your Cash Account (or any other method notified to you)	You authorise us to debit your Cash Account (or any other method notified to you)	You authorise us to debit your Cash Account (or any other method notified to you) on or about the first Business Day after you subscribe
<b>Fees on cancellation</b>	Payment for the number of days during the current month that you had access, "until" the date of cancellation	Payment for the number of days during the current month that you had access, "until" the date of cancellation	No Fees and Charges but may forfeit any remaining complimentary Alert Credits that have been awarded
<b>Failed payments</b>	If your payment fails, your access may cease and you'll need to resubscribe and make the payment again. You need to make sure sufficient cleared funds are available in your nominated account	If your payment fails, your access may cease and you'll need to resubscribe and make the payment again. You need to make sure sufficient cleared funds are available in your nominated account	If your payment fails, your access may cease and you'll need to resubscribe and make the payment again. You need to make sure sufficient cleared funds are available in your nominated account
<b>Authorised Persons</b>	Cannot subscribe	Cannot subscribe	Cannot subscribe

## 14. Additional Services

- 14.1 You acknowledge, that where you apply for Additional Services,
- a. you should read, understand and agree to the relevant Additional Service terms and conditions, which are made available to you on the Trading Site. If there are any inconsistencies between these terms and conditions and the Additional Services terms and conditions, the Additional Services terms and conditions will prevail, and
  - b. there may be A separate verification process for an Additional Service, and until we've accepted you for that Additional Service, we're not under any obligation to accept or act on any instruction in relation to that Additional Service.

## 15. Margin Lending

- 15.1 Where you have a margin lending account, you acknowledge that:
- a. you'll be liable for all of the settlement obligations, payment of monies and any oversold positions, and
  - b. you agree that we may debit any linked nabtrade accounts (that is, Cash Products or a Service Account) or any margin lending facility, with monies that you owe us under clause 15.1(a). Please note that the bank may also have set-off and combination rights under clause 16 of Section Two in Part F.
- 15.2 Your liability in clause 15.1(a) arises irrespective of whether your margin lender is able to deliver or advance sufficient

cleared funds or securities to satisfy your obligations.

- 15.3 Where you enter into Transactions which you intend to be funded by your margin lending facility, you should ensure you have sufficient funding available in that facility to avoid us having to debit another Account with monies that you owe us under clause 15.1(a).

## 16. Dispute resolution

- 16.1 In the case of a dispute, in the absence of evidence to the contrary, we may, acting reasonably, rely on our records of electronic or telephone communications or facsimile transmission as evidence of the details of the communications by email, SMS, internet, telephone or facsimile (as the case may be) between you and us, but this does not prevent you from disputing in good faith details of the communication.
- 16.2 If you have a dispute in relation to this agreement you can contact us using the details below. We will investigate the dispute and advise the outcome. If your concerns haven't been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA):
- Website:** [afca.org.au](http://afca.org.au)  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**By phone:** 1800 931 678 (free call)

### In writing to:

Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

- 16.3 AFCA is an external dispute resolution (EDR) scheme to deal with complaints from consumers in the financial system. AFCA provides fair and independent financial services complaint resolution that's free to consumers.

## 17. Assignment and novation

- 17.1 You can't assign, transfer or novate any of your rights or obligations under these terms and conditions without our written consent.
- 17.2 You agree that we can, acting reasonably, assign, transfer or novate any or all of our rights (or our obligations) under these terms and conditions (where we consider it is appropriate for legitimate business, prudential or regulatory reasons), to any of our affiliates, Service Providers or to any other Person at any time, by giving you no less than 10 Business Days' notice.
- 17.3 Any assignment, transfer or novation of our rights or obligations won't take effect until you receive a notice from us confirming the new party.
- 17.4 Immediately following any assignment, transfer and/or novation by us:
- a. you have the same rights and/ or obligations under these terms and conditions in respect of the new party as you had against us immediately before the assignment, transfer and/or novation
  - b. the new party has the same rights and/or obligations we had against

- you immediately before the assignment, transfer and/or novation, and
- c. you release us from any obligations arising on or after the applicable date in accordance with the Rules and any applicable law, although this does not affect any claim or action against us that you may have for a breach by us of our obligations to you because we have not complied with our obligations in relation to assignment under the Rules or any applicable law.

## 18. Power of Attorney

- 18.1 You appoint us and each of our respective subsidiaries, agents, directors, officers, authorised representatives and Service Providers (as applicable) severally (each referred to as 'Attorney') as your attorney to do in your name everything necessary or expedient to:
- a. execute and deliver any document necessary to ensure that the registration details of your Financial Products contain your true name, registration address and other necessary personal information as set out in the Application Form or otherwise provided by you
- b. appoint one or more substitute Attorneys to exercise one or more powers given to the Attorneys and to revoke any of those appointments, and

- c. to enter into contracts or agreements with another party on your behalf, after receiving your instructions to do so.
- 18.2 You indemnify the Attorney against liability, loss, costs, charges or expenses arising from the exercise in good faith by the Attorney of powers granted under this Power of Attorney.
- 18.3 Neither we, nor an Attorney are liable for any loss or penalty incurred by you as a result of:
- a. any delay by an Attorney in exercising their powers, or
- b. an Attorney not exercising their powers, except to the extent such loss or penalty results from or is caused by our or the Attorney's fraud, negligence or misconduct.
- 18.4 You may not revoke these appointments until our general lien is released from these terms and conditions.

## 19. Changing the terms

- 19.1 You can amend your details.
- 19.2 To change your details, we need at least 10 Business Days' notice, as set out in the notice provisions in clause 20. We will update such information on our records as soon as reasonably possible after we receive notice. Where we've received a change to your registered CHES address, we must update the address within 48 hours of receipt.

- 19.3 Subject to clauses 19.4 and 30, we can amend or vary these terms and conditions for legitimate business, prudential or regulatory reasons. If we reasonably believe a change is unfavourable to you, we will give 30 days' prior notice to you. Your continued use of that Service is an acceptance of the variation, and each amendment or variation is to be read as a separately expressed right. If you do not want to accept the variation, you can terminate this agreement under clause 24.
- 19.4 A variation may not be notified to you in advance (or we may provide less notice), and will take effect when you first use that new or varied Service, where:
- a. the variation of these terms and conditions is required to comply with the Rules and any applicable law
- b. it is reasonable for us to give less notice to manage a material and immediate risk (for example, to restore or maintain the security of the Service or your Accounts), or the variation is a new or varied government charge, which we will tell you about reasonably promptly after the government notifies us. However, we do not have to tell you about the change or introduction if the government publicises it.

**20. Giving notice**

	Hand delivery	Post	Facsimile	Email	Over the internet	SMS
20.1 Unless these terms and conditions specifically state otherwise, you can provide notices or instructions by any of the following methods, provided we can verify your details:	✓	✓	✓	✓	✓	n/a
20.2 We may send communications, including notices and instructions, by:	✓	✓	✓	✓	✓	✓
20.3 Except in the case of post, when a notice and instruction is sent by any of the following methods, it will be treated as having been received by you the day it was sent, unless you are able to reasonably demonstrate otherwise:	✓		✓	✓	✓	✓

20.4 For notices and instructions sent by post, they will be treated as having been received by you three Business Days following posting, unless you are able to reasonably demonstrate otherwise.

20.5 The receipt date for notices or instructions you send us is the date we actually receive it.

20.6 Any notice you give us is deemed as having been given to both us and the Service Provider.

- 20.7 You're responsible for ensuring:
- a. that you provide us with a valid email address
  - b. that your email address is up to date
  - c. that the nominated mobile number is correct
  - d. your details are updated via the Trading Site, and
  - e. that change of name and address (for CHES registration) notifications are provided in writing.

20.8 SMS messages depend on the transmission of data across networks operated by mobile phone service providers. We can't guarantee the security or timeliness of mobile phone data transmissions, and recommend that you contact your mobile phone service provider for details of their privacy and security practices.

**21. Extent of liability**

21.1 We don't exclude or limit the application of any statute (including the Australian Securities and Investments Commission Act 2001 (Cth), the Competition and Consumer Act 2010 (Cth) and any similar State or Federal legislation) where to do so would contravene the statute or cause any part of these terms and conditions to be void. Liability for a breach of any provision implied by law that can't be excluded is to the extent permitted by law limited to:

- a. in the case of goods: to their replacement or the supply of equivalent goods
  - b. in the case of services: the supplying of the services again or payment of the cost of having the services supplied again.
- 21.1A We will not rely on the limitations in clause 21.1(a) or (b) where it is not fair or reasonable for us to do so, or where you have separate non-excludable rights for compensation under the Rules and any applicable law.
- 21.2 Provided we act fairly and reasonably, we, and each of our respective members and affiliates, and either of our directors, officers or agents (each a 'related party'), are not liable for any actions, claims, demands, proceedings, liabilities, losses, damages, costs and expenses (except to the extent resulting from or caused by our or the related party's negligence, fraud or misconduct) due to:

- a. us acting upon your instructions
  - b. refusal to act on your instructions (for example see clauses 22 and 30)
  - c. your default under these terms and conditions
  - d. any legal action
  - e. our compliance with a direction, request or requirement of the Corporations Act 2001 (Cth), the Rules or any regulatory authority
  - f. error, omission, non-receipt or invalidity in your instructions
  - g. problems involving the relevant exchange, Market Operator, and/or failure of an exchange, including any error, omission, interruption, deletion, defect, delay in operation or transmission, or any other factor
  - h. any events or circumstances that we cannot reasonably control (for example, failure of electronic or mechanical equipment or communication lines, unauthorised access, or labour problems)
  - i. any delay, interruption, omission, failure, error or fault by us in passing on and executing your instructions
  - j. reliance on research reports we provide to you or your Authorised Person
  - k. market movements and other risks associated with the trading of Financial Products
  - l. any events or circumstances which we reasonably believe amount to manipulative trading, including insider trading, false or misleading trading, Market rigging and Market manipulation, or
- m. faults, errors, defects, failures in the Trading Site or other computer systems, or loss of access.
- 21.3 You agree to indemnify us and each of our respective members and affiliates, and our directors, officers or agents (each an ‘indemnified party’), except to the extent that any loss, liability, or expense results from or is caused by our or an indemnified party’s negligence, fraud or misconduct, against any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with:
- a. any of the indemnified parties acting under, or in connection with, these terms and conditions
  - b. a breach by you of any of your obligations under these terms and conditions
  - c. any incorrect or misleading representation or warranty given by you under these terms and conditions, and
  - d. unauthorised instructions or fraud to the extent we did not contribute to them (for example, because you shared your logon details with a third party who was not authorised on your Account, or you unreasonably delayed notifying us after becoming aware of Account security issues).
- We hold the benefit of this indemnity on trust for each indemnified party.
- 21.4 Subject to the provisions of the Competition and Consumer Act 2010 (Cth), Corporations Act 2001 (Cth), Australian Securities and Investments Commission Act 2001 (Cth) and any other rights implied by law which can’t be excluded by agreement we and our officers, employees, agents and our related bodies corporate (each a ‘related party’), except to the extent of our or a related party’s fraud, negligence or misconduct:
- a. make no warranty for merchantability or fitness for purpose with respect to the nabtrade Global Market Trading service, including the services provided by the Service Providers
  - b. exclude liability in contract, tort (including negligence) or any other claim relating to your use of the nabtrade Global Market Trading service, and
  - c. exclude liability for any losses arising directly or indirectly out of:
    - a disruption to or failure of the service or error in processing a Transaction you’ve requested in accordance with the nabtrade Global Market Trading Terms and Conditions in Part G. We will however correct any incorrect entry because of any disruption, failure or error; and will adjust any Fees and Charges as appropriate. You agree to reimburse us any amount that has been erroneously paid to you as a result of such disruption, failure or error



- any delay in providing any information or the nabtrade Global Market Trading service to you;
  - effecting an order received from you which is unclear
  - our decision to stop offering the nabtrade Global Market Trading service
  - without limiting clause 3.2, our withdrawal of an Available Exchange and/or a Security and/ or Currency from the nabtrade Global Market Trading service
  - a change in any applicable law or a rule of an exchange, an order or directive received from a foreign exchange, suspension of trading, unlawful access to the nabtrade Global Market Trading service by an unauthorised person, or
  - any Force Majeure.
- 21.5 You indemnify us, our officers, employees, agents and our related bodies corporate (each a ‘related party’) for any losses arising directly or indirectly out of, except to the extent of our or a related party’s fraud, negligence or misconduct:
- a. your use of the nabtrade Global Market Trading service
  - b. our acting on your instructions
  - c. your failure to comply with the nabtrade Global Market Trading Terms and Conditions and/or the nabtrade Client Agreement
  - d. your failure to comply with any legislation or exchange or market rule, whether foreign or domestic, and
  - e. any of your acts or omissions or that of a person acting on your behalf.
- 21.6 Each indemnity in these terms and conditions is a continuing obligation, which is separate and independent from your other obligations, and survives termination of the nabtrade Client Agreement. We don’t need to incur expenses or make Transactions on your behalf before enforcing our right of indemnity under these terms and conditions.
- 21.7 In this clause 21, ‘you’ includes a Person who we reasonably believe to be you or your Authorised Person.
- 22. Our discretion to delay, block, freeze, refuse or cancel transactions, a service and when we may be liable**
- 22.1 Subject to clause 30 and without limiting any other rights or discretion which we may have, you agree, subject to the Rules and any applicable law, we may:
- a. delay, block, freeze, refuse or cancel any Transactions (or orders), or receive or credit any payment or payments using the Services detailed in this nabtrade Client Agreement
  - b. suspend or terminate access to:
    - your Account
    - Subscriptions and Service Levels
    - our Trading Site and order placement via the Telephone Service, and/or
    - any other Services including any Additional Services (for example Conditional Orders referred
  - c. cancel or purge a Conditional Order referred to in Part C, and/or
  - d. refuse Withdrawal Instructions referred to in Part E, where taking any action under any of (a) to (d) above is reasonably necessary to prevent an anticipated breach of the law of Australia or of any other country, to prevent potentially fraudulent activity or a scam, to manage any risk or to prevent an anticipated material loss to you or us arising from the misuse or unauthorised use of your Account or the Services. We may exercise our rights under any of (a) to (d) above, separately or concurrently and for as long as is reasonably necessary to manage any risks. Subject to clause 30.7, we will incur no liability to you where we do so. We cannot detect and prevent all such Transactions. We may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk). If appropriate, we will give you a general reason for doing so. If we do not give you advance notice, and where it is

reasonable to do so, we will advise you within a reasonable time of exercising our discretion under this clause 22.1.

22.2 We may also exercise the rights in clause 22.1 if:

- a. you fail to pay any amount you're liable for under these terms and conditions (including Part F) when it falls due and you fail to rectify it after we have provided you with reasonable notice
- b. we reasonably believe your usage of the Trading Site and Telephone Service is unreasonable (see clause 25)
- c. we reasonably believe you have materially breached these terms and conditions or breached any material term of these terms and conditions and such breach is not capable of remedy, or if it is, you do not rectify that failure within five Business Days' from the date we notify you of the breach
- d. you become bankrupt or insolvent
- e. otherwise in accordance with Part C of this nabtrade Client Agreement, or
- f. if there is a dispute between joint account holders (see clauses 3.5 and 3.6 of Section One in Part F).

22.3 Our rights under this clause 22 apply to both you and your Authorised Person, collectively and severally.

### 23. Termination of the provision of specific Services

23.1 In addition to the rights in clause 22, we may also, subject to the Rules and any applicable law, terminate your access to the Services, if we give you five Business Days' notice of our intention to do so. However, in relation to services provided under Part F, we will give you at least 30 days' notice unless it is reasonable for us to manage a material and immediate risk.

23.2 Termination of a specific Service including any Additional Services, under clauses 22 or 23.1 won't automatically terminate any other aspect of the nabtrade Client Agreement.

23.3 Notwithstanding any part of this clause 23 or clause 22, we may decide to reinstate the terminated Service including any Additional Services on the same terms and conditions.

23.4 Our rights under this clause 23 apply to both you and your Authorised Person, collectively and severally.

### 24. Termination

24.1 Part A, Part B, and Part E will be terminated:

- a. if either party gives at least five Business Days' notice in writing
- b. automatically on any termination of Part F by NAB (see clause 17 of Section Two of Part F)
- c. subject to clause 30, without prior notice where it is reasonably necessary to manage any risk,

including the risk of an anticipated breach of law or to prevent potentially fraudulent activity or a scam (and if appropriate, we will provide a general reason doing so)

- d. if we become insolvent, or
- e. if we're terminated or suspended as a Market Participant under the ASIC Market Integrity Rules, a Settlement Participant of ASX Settlement, or Clearing Participant of ASX Clear, or by any applicable law.

Termination under this clause 24 doesn't affect rights or obligations that arise before that time.

24.2 In addition to the rights in clause 22 and without limiting any other rights or discretion which we may have (including those in clause 16 of Part G), we may also terminate Part A, Part B, Part C, Part D and Part G at any time without notice (subject to the Rules and any applicable law), if:

- a. you fail to pay any amount you're liable to pay under these terms and conditions when it falls due and you do not make payment within five Business Days' from the date we notify you of the overdue payment, or
- b. you become bankrupt or insolvent.

24.3 Terminating under this clause 24 doesn't affect any:

- a. Transaction that has been properly entered into before termination



- b. claim we make for Fees and Charges or expenses incurred before termination, or
  - c. other claims that one party has against the other.
- 24.4 There are specific termination clauses contained in Part E and Part F of the nabtrade Client Agreement. Notwithstanding this, termination of any part of the nabtrade Client Agreement under clause 24 automatically terminates all other parts, subject to the expiry of any relevant notice period required under the relevant part.
- 24.5 If your account is terminated and it has a credit balance, before it is closed we will take reasonable steps to return the balance to you (unless we reasonably believe that we are unable to because of our regulatory or other legal obligations, for example, to comply with a court order). Alternatively, where the relevant statutory requirements have been met, we may transfer the balance to the Commonwealth Government as unclaimed money.

## 25. Reasonable use

- 25.1 You agree to access and use the Trading Site and Telephone Service in accordance with our requirement that your use be reasonable. In particular, by accessing the Trading Site, you agree and acknowledge that:
- a. all access to Services, including any Additional Services, is subject to reasonable use, and

- b. where we think usage is unreasonable, we may acting fairly and reasonably restrict, suspend or refuse access to Services, including any Additional Services, under clause 22.
- 25.2 We aim to provide a quality Service to all our clients at all times. The reasonable use requirement is designed to ensure that no client is unfairly disadvantaged by the behaviour of other clients. If at any time we think a client's usage may disadvantage other clients, we may suspend, restrict or refuse access to our Services, including any Additional Services, under clause 22.

## 26. Force majeure and business continuity

- 26.1 We aren't liable for any delay or interruptions in fulfilling our obligations under these terms and conditions if the circumstances are beyond our reasonable control (or beyond the reasonable control of any related or unrelated Service Provider). This includes, but is not limited to, problems with your telecommunications services, internet service provider, computer hardware and/or software, or difficulties in sending or receiving emails.
- 26.2 Without limiting clause 26.1, we will have in place and maintain business continuity and other procedures adequate to enable us to provide services under the nabtrade Global Market Trading Terms and Conditions in Part G, in any contingency for which we can reasonably plan.

## 27. Governing law

- 27.1 These terms and conditions will be governed by and interpreted in accordance with the law in the State of Victoria. Any court cases involving this agreement can be held in the courts of any State or Territory of Australia with jurisdiction. We will give any legal protections available to you in the State or Territory in which you live.

## 28. Severance

- 28.1 If a court or any other tribunal or authority finds any of these terms and conditions to be void or unenforceable, the remaining terms and conditions continue to apply.
- 28.2 If any provision of the nabtrade Global Market Trading Terms and Conditions is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination won't affect the validity of the remaining provisions of the nabtrade Global Market Trading Terms and Conditions.

## 29. Read-down clause

- 29.1 If a term of these terms and conditions is capable of more than one interpretation, an interpretation which is fair is to be preferred over an interpretation which is unfair.
- 29.2 This reading down rule applies before any other reading down or severance provision in this agreement.

### 30. Exercise of discretions

- 30.1 When we exercise a right or discretion under this nabtrade Client Agreement (like considering a request you make or deciding whether or not to do something), we'll do it in a way that is fair and reasonable. This includes:
- a. when we make changes to terms of these terms and conditions under clause 19
  - b. if we reject, delay, impose limits on or restrict access to Conditional Orders under Part C
  - c. if we deny access to the Trading Site and the Telephone Service under Part D, or
  - d. if we refuse Withdrawal Instructions under Part E.
- 30.2 We can take a range of things into account when exercising rights and discretions. These can include:
- a. our legal obligations, the Rules and any applicable law, industry codes and the expectations of our regulators
  - b. protecting our customers, staff and systems, and the personal information we hold
  - c. what you have told us about yourself and how you will use our Financial Products and Services (including if it's misleading, incorrect or you haven't provided us with all of the information we reasonably need when asked)
  - d. how our Financial Products and Services are intended to be used (and how you have used them)
- e. our public statements, including those relating to protecting vulnerable persons, the environment or sustainability
  - f. community expectations and any adverse impact on our reputation
  - g. whether we need to take any action to protect you or another person from a potential fraud or scam, and
  - h. risk management, including sanctions risk management.
- 30.3 If we impose any conditions or requirements to any consent we give, or agree to any request that you make subject to conditions, then you'll need to comply with those conditions or requirements.
- 30.4 If we do not make a decision or do something straightaway, we may still do so later on. This includes where we delay or defer doing so, or we temporarily waive a requirement.
- 30.5 Our rights and remedies under this nabtrade Client Agreement are in addition to other rights and remedies given by law independently of this agreement.
- 30.6 Our rights and remedies may be carried out by any officer or employee of NAB, or any person NAB has authorised.
- 30.7 We are not liable for any loss or damage:
- a. caused by exercising or attempting to exercise, or failure or delay in exercising, a right or remedy where:
    - there's no breach of a legal duty of care owed to you by us,
    - or by any of our employees or agents;
    - if there is a breach of such a duty, such loss or damage could not have been reasonably foreseen as a result of any such breach; or
    - we reasonably exercise the discretion, including because of one or more of the factors set out at clause 30.2; or
  - b. that results from a breach by you of any term of this agreement, except to the extent such loss or damage is caused by our fraud, negligence or misconduct.
- 30.8 Where this nabtrade Client Agreement refers to our fraud, negligence or misconduct, then for the removal of doubt, that clause will be taken to include a reference to the fraud, negligence and misconduct of our officers, employees, contractors and agents.
- 30A Unacceptable account conduct
- 30A.1 We seek to protect our customers from harm arising from unlawful use of, or financial abuse conducted through, our products. We recognise financial abuse may happen to anyone and can include forms of family and domestic violence or elder abuse.
- 30A.2 We will investigate instances where we identify or are made aware that a product is being used in a financially abusive manner, including:

- a. coercive or controlling behaviour to limit a person’s access to or use of funds
- b. making profane, derogatory, discriminatory or harassing comments to any person
- c. making or promoting threatening or abusive language to any person, or
- d. making or threatening physical or psychological harm to any person.

30A.3 We may reasonably exercise one or more of our rights in this nabtrade Client Agreement, including to delay, block, freeze, refuse, suspend or cancel Transactions or Account access, if we reasonably consider it appropriate to protect a customer or another person from financial abuse.

30A.4 If you are concerned about your banking safety call our NAB Customer Support Hub on 1300 308 175 or refer to nab.com.au/bankingsafety.

**31. Best Execution**

- 31.1 As a Market Participant under the ASIC Market Integrity Rules, we are required to have a Best Execution Policy. The Best Execution Policy does not apply to the nabtrade Global Market Trading service.
- 31.2 For more information about our Best Execution Policy, please visit the Trading Site.

**32. ASX Bookbuild Terms**

**32.1 Application of ASX Operating Rules**

You and WealthHub Securities are bound by the ASX Operating Rules, the Corporations Act 2001 (Cth) and the procedures, customs, usages and practices of ASX and its related entities, as amended from time to time, in so far as they apply to ASX BookBuild and any allocation of Financial Products in an offer on ASX BookBuild.

**32.2 Right to refuse to deal**

You acknowledge that we may at any time refuse to deal in, or may limit dealings in, the Financial Products offered under ASX BookBuild for you. We are not required to act in accordance with your instructions, where to do so would constitute a breach of the ASX Operating Rules or the Corporations Act 2001 (Cth). We will notify you of any refusal or limitation as soon as practicable.

**32.3 Offers in the U.S. or to U.S. persons where terms of offer are silent**

If the terms of the offer are silent on whether offers and issues of Financial Products are prohibited in the United States or to U.S. persons, then you acknowledge that the following terms of the offer will apply:

- a. The Financial Products have not been, and will not be, registered under the US Securities Act of

1933 (the US Securities Act), and may not be offered, sold or resold in the United States, or to or for the account or benefit of U.S. persons, except in accordance with an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act;

- b. Expressions used but not defined in these terms have the meanings set forth in Regulation S under the US Securities Act.

**32.4 Warranty**

When you instruct us to enter a bid in an offer of a Financial Product you warrant that as part of making this offer you are aware of and agree to:

- i. the Investment Cap; and
- ii. the terms of the offer;

and allow the issuer to enter that bid and to subscribe for any Financial Products allocated to it under the ASX Operating Rules.

**32.5 Allocation**

You acknowledge that where you have received an allocation of Financial Products as a result of a bid entered by us on your behalf for the allocation of the relevant Financial Products under the applicable offer, you have an obligation to subscribe for the number of Financial Products allocated to you at the final BookBuild price on the terms of that offer.

**32.6 Divestment**

When you:

- a. have received an allocation of Financial Products in an offer on ASX BookBuild which represents a percentage of Financial Products in that offer which exceeds the Investment Cap; or
- b. have received an allocation of Financial Products in an offer on ASX BookBuild which results, or together with allocations to other persons result, in the voting power in the BookBuild issuer of you or any other person increasing from a percentage at or below the Investment Cap to a percentage above the Investment Cap, you acknowledge that such allocation was outside of the parameters established by the BookBuild issuer for the offer on ASX BookBuild and that the BookBuild issuer may, at its election, require that the client divest such number of Financial Products allocated in the offer on ASX BookBuild up to the number required for the relevant person to no longer exceed the Investment Cap.

For the purposes of this clause 32.6, a person's voting power in the BookBuild issuer has the meaning given by s610 of the Corporations Act 2001 (Cth). You acknowledge that damages are not an adequate remedy for a breach of clause 32.4 and that the BookBuild issuer can require specific performance of this clause 32.6.

**32.7 Enforceability by BookBuild issuer**

You acknowledge that the warranties and acknowledgments in clauses 32.4, 32.5 and 32.6 above can be enforced by the BookBuild issuer.

**32.8 Effect of termination**

Termination does not affect your existing rights and obligations or ours at termination.

**32.9 Revised terms prescribed by ASX**

If ASX prescribes amended minimum terms for an ASX BookBuild Client Agreement for the purposes of the Rules (the "New Terms"), to the extent of any inconsistency between these minimum terms and the New Terms, the New Terms will override the terms of the ASX BookBuild Client Agreement and apply as if the Client and the Trading Participant had entered into an agreement containing the New Terms.

**32.10 WealthHub Securities to provide Client with copy of changes**

We will provide a copy of the New Terms to the Client as soon as practicable after ASX prescribes the New Terms.

**33. Instructions from NAB**

If you are a client of a division of NAB, you may give instructions to NAB to trade or otherwise deal on your behalf by recorded phone or written instruction by your or an Authorised Person. You further authorise Us to accept and act upon any verbal or written order instruction given to NAB (for the purposes of each order instruction received in your name) which has been given by you or your Authorised Person.

## Part B: The Broker Agreement

**This Part describes the agreement between you and WealthHub Securities Limited (WealthHub Securities, we, our, us).**

### 1. Appointment

If we accept your application for an Account, the Services will be provided in accordance with these terms and conditions.

### 2. Your acknowledgements and warranties

2.1 You acknowledge and agree that:

- a. you, and all Financial Product Transactions we undertake on your behalf, will be subject to and bound by:
  - the Corporations Act 2001 (Cth), and
  - the Rules, regulations, customs and usage of the relevant exchange as prescribed by ASIC, the ASX and/or Cboe Australia as the case may be
 and are only undertaken on the basis that you have primary responsibility for all obligations arising from any Financial Product Transaction we undertake on your behalf
- b. subject to clause 24 of Part G, we have a general lien over (and the power to sell and realise) any Financial Products and documents we hold or control for you in respect of any amount you owe us (for any reason). Any lien created under this Part B of the Client Agreement does not apply in relation to an asset of the trustee of a regulated

superannuation fund or approved deposit fund to the extent that the trustee is prohibited from giving that lien under the Superannuation Industry (Supervision) Regulations. For the avoidance of doubt, any lien in our favour arising by operation of law is not diminished or otherwise affected by this clause.

- c. in order to comply with section 259B and section 259C of the Corporations Act 2001 (Cth), we're prohibited from taking security over Financial Products we issue or in a company that controls us. So, where we acquire NAB securities on your behalf, we waive the lien and power of sale we have under these terms and conditions in respect of the purchase of NAB securities
- d. your orders may be cancelled, amended or purged from the relevant Market subject to the procedures, customs, usages and practices of the Market Operator without notice to you. You further acknowledge that we're not obliged to notify you of any orders that are purged from the Market, although we'll make all reasonable endeavours to notify you of such. We're not liable if you don't receive notification in this regard. An order that is cancelled or purged by the Market Operator won't be reinstated by us without instructions from you
- e. without limiting any other rights we have under these terms and conditions, we're entitled to:

- retain any Financial Products that we hold or control for you or amounts due to you until you pay any amounts due to us (or our related entities), and
- provided we give you reasonable notice, set off amounts due to us (or our related entities) against amounts we hold for you in any account or via direct debit, including but not limited to your Cash Products, or any Eligible NAB Account
- f. we won't make third-party payments on your behalf
- g. unless your Additional Services allow you to engage in short selling:
  - if you wish to sell securities: you own those securities and that they're available for delivery on placing the order, and
  - if you wish to buy securities: you have sufficient cleared funds to pay for those securities at the time the order is given and at the time the Transaction is settled.
- h. if you wish to:
  - trade in Partly Paid Securities
  - trade in Exchange Traded Options, and/or
  - trade in Warrants,
 you understand that there are additional terms and conditions that form part of this arrangement between you and us. You should read, understand and agree to



these terms and conditions available on the Trading Site if you wish to trade in Partly Paid Securities, trade in Exchange Traded Options and trade in Warrants.

- i. you acknowledge that you will confirm your order status after order placement to confirm that your order has been placed and has not failed.

### 3. Financial Product Transactions

- 3.1 You agree that where we make Transactions involving traded Financial Products on your behalf, you'll:
  - a. before placing any orders: be able to pay for a Financial Product or have a presently exercisable and unconditional right to vest in a Financial Product
  - b. pay us for any Financial Products purchased, and any additional liabilities (for example, unexpected expenses such as fees levied by the Market Operator, or reasonable expenses incurred in actions under the Rules) that arise
  - c. deliver sold Financial Products to us in a form that constitutes valid delivery between Market Participants. Delivery has to occur on or before the time specified in the confirmation
  - d. pay all associated duties or taxes (including GST) before the settlement time and date specified, and
  - e. be charged brokerage by us and any nominated Service Provider

at the rates we set, and any other applicable Fees and Charges in each case as specified in the nabtrade Financial Services Guide (available on the Trading site). These Fees and Charges may change from time to time and where this occurs you will be notified in accordance with clause 19 of Part A.

### 3A. Compensation Fund

- 3A.1 You acknowledge that we have disclosed to you the information in clauses 3A.1a & b below, and you are aware, that:
  - a. Both the ASX and Cboe Australia operate under the National Guarantee Fund (NGF) which provides protection for retail investors in the circumstances defined in the Corporations Act 2001 (Cth) and Corporations Regulations 2001 (Cth).
  - b. The NGF claims provisions are set out in Division 4 of Part 7.5 of the Corporations Act 2001 (Cth) and Corporations Regulations 2001 (Cth) (for further information see the legislation and the NGF Information Booklet available at [www.segc.com.au](http://www.segc.com.au)). Note that if your stockbroker is not an ASX or Cboe Participant, the NGF will not apply in any circumstance.

### 4. Instructions

- 4.1 You acknowledge and agree that:
  - a. this clause 4 applies to instructions that you (or your Authorised Person) give us on the Trading Site or by the Telephone Service. If there's more than one

Authorised Person, we may act on the instructions of any Authorised Person severally

- b. if we receive instructions including the appropriate Security Identifier, we'll assume that the instruction is from you (or your Authorised Person)
- c. all instructions you (or your Authorised Person) give us are subject to the Rules, clause 4.2, clause 4.3 and any provision in these terms and conditions (including any Additional Services terms, and terms in an Application Form)
- d. you authorise us to act on any verbal or written instructions from you (or your Authorised Person) in accordance with these terms and conditions
- e. if we don't have specific execution instructions, your order will be executed in accordance with the Best Execution Policy subject to any limit imposed by you. This price may be different from the price at which the Financial Product is trading at the time you give your instructions
- f. we aim to execute any instructions or orders we accept, but don't guarantee that they will be executed (either in full or in part) or executed by a certain time, and
- g. you (or your Authorised Person) can give instructions to deal on your Account or obtain information about your Account, but we may require written instructions from you in certain circumstances (at our reasonable discretion).

- 4.2 In addition to our rights in clause 22 of Part A and without limiting any other rights or discretion which we may have (see clause 30 of Part A), we may refuse to:
- respond to a request for information, and/or
  - accept any instruction (including trading instructions) or order.
- 4.3 In addition to our rights in clause 22 of Part A and without limiting any other rights or discretion which we may have (see clause 30 of Part A), we may decline to act on your behalf or accept your instructions if:
- you don't provide, in advance, sufficient cleared funds in Australian currency to cover the cost of instructions to buy
  - you don't have sufficient CHES Holdings or Issuer Sponsored Holdings to meet the obligations of instructions to sell, or
  - we reasonably believe that your instructions are unclear, ambiguous or incomplete.
- 4.4 You acknowledge that you're fully responsible for any liability for contracts arising from your instructions. You'll indemnify us against all loss, expense or any other liability in relation to such contracts or agreements, except to the extent resulting from or caused by our negligence, fraud or misconduct.
- 4.5 You acknowledge that:
- you authorise us to record any telephone communications with you (or your Authorised Person) with or without an audible tone warning device
  - telephone communication with you (or your Authorised Person) may be recorded for training and quality control purposes
  - you should record the relevant details of any conversation that you or your Authorised Person has with us, including the name of the operator and the date and time of the call. We may ask you for this information if you want access to a recording of a telephone communication between you (or your Authorised Person) and us, and
  - if there's a dispute, you have a right to listen to any recording of the conversations, but you acknowledge that any recording is our property and that we reserve the right to charge you a reasonable cost recovery fee for access to a recording.
- 5. Failure to settle**
- 5.1 If you don't:
- comply with the obligations set out in clause 3, clause 4 or the Rules relating to a Financial Product Transaction, and/or
  - make full payment or good delivery for your Transactions by the settlement date, you authorise us, our directors and employees (as your Attorney) to
- (in addition to any other rights we have under these terms and conditions – whether a demand for payment or delivery has been made or not):
- sell or buy back on your behalf any Financial Products that are the subject of the Confirmation, outstanding in your Account or in our control or possession at your risk and expense, including brokerage, stamp duty and other costs, and
  - apply the proceeds to reduce your liability to us,
  - and where possible we will provide you with reasonable notice.
- 5.2 You'll be liable to pay any additional costs incurred by us and which may include:
- brokerage, Fees and Charges, fees levied by the Market Operator, stamp duties and GST;
  - borrowing costs or losses incurred as a result of borrowing Financial Products; and
  - other reasonable expenses we incur in relation to actions under this clause or the Rules.
- 5.3 Where we've incurred additional costs, we'll either set off or direct debit funds from your account as set out in clause 2.1 (e) or demand payment from you, either verbally or in writing (including but not limited to your Cash Products, or any Eligible NAB Account).

## 6. What you pay for our Services

- 6.1 Unless otherwise agreed with us, you warrant that you can meet your ongoing commitments with us and that you:
- must pay the Fees and Charges that apply at the time, as disclosed in the nabtrade Financial Services Guide, which is available on the Trading Site, and
  - agree to reimburse us for any other Fees and Charges that we reasonably incur in relation to the Services.

## 7. Dealing as Principal and allocation policy

- 7.1 You acknowledge and agree that:
- we (or our related parties) may deal on behalf of our related entities and as Principal
  - your orders may be matched with a Principal order on the Market trading platform and that, accordingly, we may be party to a Transaction with you
  - in a Principal Transaction, we may charge you any brokerage, commission or other Fees and Charges that have been agreed and would otherwise be applicable to the Transaction (if it weren't a Principal Transaction) to the extent permitted by the Rules and law, and
  - your orders may be matched with opposite orders for security Transactions on the Market for our other clients.

- 7.2 If we can't complete both our client orders and our Principal orders for Financial Products, we'll allocate Financial Products to client orders and Principal orders at our discretion, acting reasonably, taking into account:
- our obligations under the Rules to allocate Financial Products fairly
  - the size of each client's order in comparison to other client orders and our Principal orders
  - the nature of the instructions given to us by (or on behalf of) a client
  - the time each order was received (whether client or Principal)
  - the nature of the Market for the Financial Products to be allocated (particularly volume and price volatility), and
  - other relevant factors as appropriate.

## 8. Straight Through Processing (STP)

- 8.1 We've provided you with access to STP. Any orders placed by you, will pass through filters set by us. We may amend our filters from time to time without notification to you for legitimate business, prudential or regulatory reasons. We're not required to inform you what the filters are.
- 8.2 Subject to the filters we set, your order may be referred to a Designated Trading Representative (DTR) for review. Under the Rules, the DTR must ensure the conduct of an orderly

Market and can decide not to place your order.

We're not liable for any delay in the review, placement or denial of your order, except to the extent the delay resulted from or was caused by our fraud, negligence or misconduct.

- 8.3 You acknowledge that you, as an investor, and we, as a Market Participant, must ensure the conduct of an orderly Market and prevent manipulative trading, including but not limited to insider trading, false or misleading trading, market rigging, market manipulation and fictitious or artificial transactions. As such, when you use STP, your order may be checked by both the filters and a DTR.
- 8.4 You acknowledge that we're required to prevent a bid, offer or dealing if we reasonably believe that you've placed the order with the intention of, but not limited to:
- creating a false or misleading appearance of active trading in any traded security; or
  - market rigging, manipulation or entering into fictitious or artificial transactions.
- 8.5 You acknowledge and agree that we can decline to act on your behalf, accept your instructions or process any orders placed through STP, if we believe your instructions breach (or may breach) any law, statutory regulation or other regulatory



requirements, including the Rules or regulations of the relevant exchange as prescribed by ASIC, the ASX and/or Cboe Australia as the case may be.

## 9. Confirmations

9.1 You authorise us to:

- a. give you a single Confirmation for a series of Transactions rather than individual Confirmations for each Transaction in the series, and
- b. accumulate Transactions in a particular security across multiple exchanges on a single Confirmation and specify the volume weighted average price for those Transactions (Authorisation).

9.2 You acknowledge and agree that these terms and conditions are evidence that you've provided this Authorisation. You provide this Authorisation by continuing to place orders with us.

9.3 You acknowledge that Confirmations are issued subject to:

- a. directions and decisions made under the Rules and their requirements
- b. customs and usages of the Market, and
- c. correction of errors and omissions.

9.4 We may, at our discretion, send Confirmations for Transactions on your behalf by:

- a. email, facsimile transmission or electronic data interchange (including internet) to your last notified email address or facsimile number (if supplied). You acknowledge that the conditions set out in the Rules apply to these Confirmations. Electronic communications are deemed to be received on the day of sending unless you are able to reasonably demonstrate otherwise, or
- b. post to your last notified address — with an assumed receipt date of three Business Days after posting unless you are able to reasonably demonstrate otherwise, instead of electronic confirmations or online access.

9.5 By providing us with an electronic mail address (email address) you authorise us to dispatch electronic Confirmations to your email address. You're responsible for:

- a. ensuring that your email address is operational and able to receive electronic Confirmations we issue, or
- b. advising us of any change to your email address as soon as practicable.

9.6 If you don't wish to access your Confirmation online, or you don't want to receive an electronic Confirmation at your email address, you must notify us in accordance with the terms and conditions.

9.7 You agree that if we issue you with a Confirmation, it constitutes evidence of the Financial Product Transaction unless it includes an error. Where you have information to show there's an error, you must bring this to our attention, as soon as reasonably possible, so that it can be corrected. The amended Confirmation will be evidence of the matters set out in it where it rectifies the error.

## Part C: Conditional Order terms and conditions

**Conditional Orders are a Service provided to you by us. These are the terms on which we accept, administer and implement a Conditional Order instruction, or an amendment or cancellation of a Conditional Order instruction.**

### 1. About Conditional Orders

- 1.1 We may offer you this Service through our Trading Site. In agreeing to these terms and conditions, you acknowledge that you:
- should read and understand all the information on the Trading Site relating to a Conditional Order including any restrictions and all relevant terms and conditions made available to you on the Trading Site
  - should understand the effect of placing a Conditional Order with us and the risks involved, and acknowledge that a Conditional Order may not be triggered in some situations
  - won't place a Conditional Order for the purpose, or with the effect of, threatening the integrity of the Market, manipulating the price or Market for a Financial Product, Market rigging, insider trading or interfering with the conduct of an orderly Market
  - are aware that using a Conditional Order may involve greater risk relative to trading in Financial Products. Prices of Financial Products may change between the time a Conditional Order is triggered and the time the order is placed to the Market, and
  - agree to use a Conditional Order

only for personal investment activities, not for any business activities or for another person.

- 1.2 If more than one user is able to place a Conditional Order under your Account or more than one person owns a security holding, you represent to us that all Account holders are aware that they should read and accept:
- these Conditional Order terms and conditions, and
  - the Conditional Order risk disclosure statement in clause 6.
- You also represent to us that each user and Account holder agrees to act in accordance with these Conditional Order terms and conditions.

- 1.3 If there's a discrepancy between the Conditional Order terms and conditions and the other Parts of the nabtrade Client Agreement, these Conditional Order terms and conditions will apply in respect of Conditional Orders.

- 1.4 Where you haven't used your complimentary Conditional Order Alert Credits before expiry, they may be forfeited.

### 2. Accessing Conditional Orders and giving us Instructions

- 2.1 A Conditional Order may be placed or amended through our Trading Site subject to the restrictions made available to you on the Trading Site.
- 2.2 A Conditional Order received after the Market closes may be actioned on the next Business Day, provided it hasn't expired.

- 2.3 You may cancel an open Conditional Order using the Trading Site or Telephone Service.

- 2.4 You acknowledge that:

- a Conditional Order is designed to trigger an action that involves a Financial Product, such as buying or selling a security.
- if the Conditional Order is triggered and submitted to the Market, then the order will remain on the Market until it's executed, cancelled by you or purged as described in these terms and conditions, and
- every Conditional Order must be either a Limit Order or a Market Order.

- 2.5 We may, acting reasonably, impose limits on the number of open Conditional Orders you have in any Financial Product, in each Account and in all Accounts you own. You cannot have more than three open Conditional Orders in any one Financial Product at any one time.

- 2.6 Where we receive multiple Conditional Orders from different clients, each with the same conditions, triggered simultaneously, the orders will be placed into the Market as soon as reasonably possible, but not necessarily in the same order as we received them.

- 2.7 We may accept your Conditional Order instruction with or without you having cleared funds, or with or without you having sufficient Holdings sponsored by us in the Financial Product. But we may reject your Triggered Order:

- a. at the time the order is triggered and vetted if there are insufficient cleared funds
  - b. if the Financial Products to be sold are not sponsored by us, or
  - c. for any other reason permitted under these terms and conditions or any applicable law, and are guided by legitimate business interests in exercising our discretion.
- 2.8 When your Conditional Order is triggered, we'll vet the order against our vetting process. If approved, we may place that order into the market. If your Triggered Order fails our vetting process, we, acting reasonably, reserve the right to reject the order.
- 2.9 The fact that the trigger conditions for a Conditional Order have been met doesn't guarantee that your order will be executed, nor does it guarantee that it will be executed at the price available at the time the conditions were met. If the Triggered Order is not fully executed, you're responsible for monitoring the outstanding order and placing further instructions to amend or cancel that order, in accordance with the terms and conditions of the nabtrade Client Agreement and the Rules.
- 2.10 Where a Conditional Order is triggered and passes our vetting process, we'll place a Triggered Order into the Market as soon as possible. If your Triggered Order was created at or near the Market close, we may place your order on the Market on the next Business Day.
- 2.11 You acknowledge that a Triggered Order may be manually reviewed and entered by our Designated Trading Representatives (DTRs), which may result in that order being rejected or cause delays in the processing of that order. In these circumstances, we're not liable for any delays in placing your order or for your order not being placed at all.
- 2.12 A Conditional Order may be cancelled or purged by us when a Corporate Action occurs in that Financial Product.
- 2.13 We may at any time and at our discretion refuse your instructions to purchase or sell Financial Products on your behalf, provided that we act reasonably and are guided by legitimate business interests in exercising our discretion.
- 2.14 We may at any time and at our discretion cancel or purge any Conditional Order (either before or after it has been triggered), provided that we act reasonably and are guided by legitimate business interests in exercising our discretion. If appropriate, we will give you a general reason for doing so.
- 2.15 In the event of a system malfunction, we may purge your Conditional Order. You're responsible for resubmitting an order that may have been purged or cancelled. If we purge your Conditional Order, we'll take all reasonable steps to notify you within a reasonable time of this occurring.
- 2.16 In the event that the Trading Site is unavailable or your access is restricted or suspended, we reserve the right to suspend the Conditional Order service and cancel any outstanding Conditional Order without prior notice, provided that we act reasonably and are guided by legitimate business interests.
- 2.17 You're required to monitor the status of your Conditional Order and, if you consider it to be necessary, resubmit any orders that may have been purged or cancelled.
- 3. Restrictions on access**
- 3.1 We must comply with the Rules and any other applicable laws that require us to suspend, limit or prohibit access to the Conditional Order service.
- 3.2 We may suspend, limit or prohibit access to the Conditional Order service for particular Financial Products.
- 3.3 We may suspend, limit or prohibit the placement of order instructions for a Triggered Order in a particular Financial Product.
- 3.4 We'll exercise our rights and discretion in clauses 3.2 and 3.3 for legitimate business, prudential or regulatory reasons.
- 4. Fees and Charges**
- 4.1 As well as any other Transaction Fees and Charges, you may be charged Fees and Charges for a Conditional Order that is executed.

- 4.2 You irrevocably authorise us to deduct all Fees and Charges for the Conditional Order service (including Fees and Charges for SMS messages and emails, where applicable), from your Cash Account.
- 4.3 All Fees and Charges for our Services can be found in the nabtrade Financial Services Guide, which is available on the Trading Site.
- 5. Variation and termination**
- 5.1 Part A of the nabtrade Client Agreement includes variation (see clause 19) and termination clauses (see clause 24).
- 5.2 For example, we may terminate your access in certain circumstances without notice (for example see clause 24 of Part A).
- 6. Conditional Order risk disclosure statement**
- 6.1 This risk disclosure statement doesn't disclose all of the risks of using a Conditional Order and shouldn't be relied upon as a complete explanation of those risks. If you need a further explanation of the risks of using a Conditional Order, you should seek appropriate professional advice.
- 6.2 You acknowledge that:
- a. While you can use a Conditional Order to limit losses to a certain amount, it may not always be effective, since Market conditions may make it impossible to execute a particular instruction.
  - b. Market conditions, such as illiquidity, may make it difficult or impossible for us to buy or sell securities between the Conditional Order trigger price and the limit price. An action by the ASX and/or Cboe Australia as the case may be, such as the suspension of trading in certain securities, may make it difficult or impossible to complete transactions so as to limit losses. A Conditional Order instruction doesn't make any provision for temporary falls or rises in security prices. Security prices may exceed, fall short or return to the trigger price within a short period of time.
  - c. We can't carry out your instruction if, in our reasonable opinion, it could result in illegal conduct and threaten the integrity of the Market, such as market manipulation.
- 6.3 Your Conditional Order trigger can include the last traded bid or asking price of a security. However, the fact that the trigger conditions for a Conditional Order have been met doesn't guarantee that your order will be executed. The Market price may fall or rise rapidly through the trigger price and the Conditional Order limit price. There may also not be a buyer or seller at your Conditional Order limit price.
- 6.4 By using a Conditional Order you acknowledge that:
- a. we don't guarantee the effectiveness of a Conditional Order in limiting your losses or ensuring gains
  - b. you accept without limitation all risks associated with the use of a Conditional Order
  - c. you should read and understand the terms and conditions of the nabtrade Conditional Order service, and
  - d. you should seek appropriate professional advice if you don't fully understand the Conditional Order service.
- 6.5 This risk disclosure statement has been prepared without taking into account your objectives, financial situation or needs. For this reason, before acting on the information in these terms and conditions, you should consider the appropriateness of the information to your individual objectives, financial situation and needs, and seek professional advice.

# Part D:

## Access terms and conditions

**This part is an agreement between you and WealthHub Securities Limited (WealthHub Securities, we, our, us).**

### 1. Access to the Trading Site and the Telephone Service

- 1.1 We give you the right to access the Trading Site and the Telephone Service to use our Services. This access is for your use only. For clients consisting of more than one natural Person, all Persons are jointly and severally bound by these terms and conditions.
- 1.2 To use the Trading Site you need to have access to the internet. You're responsible for meeting the supported operating system and browser requirements.
- 1.3 We reserve the right to interrupt access to the Services to undertake reasonable maintenance of the Trading Site and Telephone Service from time to time. Where we are reasonably able to do so, we will provide reasonable prior notice. For example, this may not be possible where the interruption is required to manage a material and immediate risk.

### 2. Limited right of access

- 2.1 We grant to you, for your use only, a limited non-transferable, non-exclusive right to access the Trading Site and the Telephone Service for the purpose of using the Services.
- 2.2 Your access to the Trading Site, Telephone Service and Services is subject to these terms and conditions.

- 2.3 We only offer these Services to Australian Residents. If you're not an Australian Resident, we make no representation to you regarding foreign laws that may apply. If you're in any doubt as to any foreign law applying to you, then you should obtain your own independent, foreign law, legal advice.

### 3. Security Identifiers

- 3.1 To use the Service, you need the Security Identifiers we issue to you to identify yourself when giving instructions to us.
- 3.2 You're responsible for the confidentiality and use of your Security Identifiers. If you become aware of any loss or theft or unauthorised use of any of your Security Identifiers you must notify us immediately. Your Security Identifiers may be cancelled at any time without notice, for legitimate business, prudential or regulatory reasons, but we'll notify you as soon as reasonably possible if this happens.
- 3.3 If necessary, we'll share your Security Identifiers with Service Providers, so that we can continue to provide you with Services under these terms and conditions.
- 3.4 You acknowledge that:
- access and use of your Security Identifiers is at a User Level only
  - Services can only be accessed at a User Level, and
  - you won't give your Security Identifier to anyone else.

- 3.5 We assume that the Person using a Security Identifier to access the Services is the Person to whom it was assigned.

- 3.6 In addition to our rights in clause 22 of Part A and without limiting any other rights or discretion which we may have, you'll be denied access if:

- you enter or give an incorrect password on the Trading Site three consecutive times.

If you're denied access to the Trading Site, you'll need to contact us on 13 13 80. For more information about our opening hours visit [nabtrade.com.au](http://nabtrade.com.au).

- 3.7 In limited circumstances, you may have been issued with a Security Identifier that can be disabled for a particular Transaction or Service, eg, your trading PIN. You acknowledge that you accept the additional risks that disabling a Security Identifier may have in relation to us verifying your authenticity. You indemnify us against liability, loss, costs, charges or expenses arising from you disabling a Security Identifier, except to the extent of our fraud, negligence or misconduct. For further information on Security Identifiers, visit the Trading Site.

### 4. Cookies

- 4.1 We (and the NAB Group of Companies) use cookies on the Trading Site and other websites to provide you with a more effective website experience.

- 4.2 A cookie is a small text file placed on your computer by a web page server which can be retrieved by other web page servers. Like most websites, the Trading Site uses cookies to collect information about your use of the site.
- 4.3 Cookies allow website operators to assign a unique identifier to a computer that can be used to associate requests made to the website by that computer. Cookies show that a computer has been to a site before and can be used to record information such as which parts of a website were visited.
- 4.4 We use cookies for various purposes. A cookie is allocated to each internet browser that visits the Trading Site, and any other website belonging to the NAB Group of Companies.
- 4.5 Our cookies are used:
- a. to allocate an identification number to your internet browser (but you can't be identified from this number)
  - b. to determine if the particular computer has previously visited the Trading Site
  - c. to track and report on website and online campaign performance
  - d. to identify other pages or third-party websites you've accessed, and
  - e. for security purposes.
- These cookies don't allow us to collect personally identifiable information about you.
- 4.6 We (and the NAB Group of Companies) also use cookies to personalise your web browsing experience, including your access to Services that we provide on our websites. You can generally configure your browser to not receive cookies, but if you do, some functionality of the Trading Site and other websites won't be available. If cookies are disabled, the Service may not recognise you, or may not operate effectively.



# Part E: CHES Sponsorship terms and conditions

This Part describes the agreement between you and WealthHub Securities Limited (WealthHub Securities, we, our, us). These terms and conditions apply when you agree to be sponsored by us.

## 1. General

1.1 If there is any inconsistency between the ASX Settlement Operating Rules and these terms and conditions, the ASX Settlement Operating Rules will prevail.

<b>What is a Participant Sponsorship Agreement?</b>	A Participant Sponsorship Agreement allows securities you trade to be administered from a central source – in this case, WealthHub Securities. Instead of paper certificates, the details of your holdings are kept electronically in CHES.
<b>What is CHES?</b>	CHES stands for Clearing House Electronic Subregister System. Instead of issuing a physical paper certificate, CHES records security ownership via the ASX’s computer-based security and settlement transaction system.
<b>What is a HIN?</b>	HIN stands for Holder Identification Number. It’s the number by which CHES identifies and registers holdings. It also identifies the broker with which they hold the Financial Products.
<b>Can you transfer securities from one Trading Account to another?</b>	Yes, Securities can be moved from one Trading Account to another, known as an Off-Market Transfer.
<b>Can you transfer securities from my previous Participant sponsor to my Trading Account?</b>	Yes. Providing the registration details match, you just have to complete the Broker to Broker Transfer Request.

1.2 Participant Sponsorship Agreement summary:  
This summary of the Participant Sponsorship Agreement is intended only as a guide and is to be read in conjunction with this Part E:

a. all Financial Products purchased or Transferred under these terms and conditions are held as Participant Sponsored on a HIN with us

- b. a HIN is a Holder Identification Number and reflects all holdings of a client’s Financial Products held through us
- c. you agree to allow us to perform Transfer and settlement services for Financial Products traded through us
- d. you agree to pay for Financial Products purchased and realise that non-payment may result in the Financial Products being sold at your expense

- e. you agree to pay all brokerage fees and associated transactional costs with the administration and trading of your Financial Products as disclosed in the nabtrade Financial Services Guide available on the Trading Site
- f. we won’t initiate any transfer or Conversion into or out of your holding without your express authority
- g. you agree to supply all necessary documentation and/ or information as required by us relating to your holdings
- h. you allow us to take any necessary actions that comply with the Rules and the Corporations Act 2001 (Cth) in relation to your Financial Products, and
- i. if we breach any term in this Part E, you may be entitled to take action to rectify the situation.
- j. If you instruct us to lodge Financial Products as cover for written position in relation to Exchange Traded Options, you give us authority to give effect to your instructions. However, please note that we must always act within the ASX Settlement Rules. You should be aware of the provisions in the ASX Settlement Rules and ASX Clearing Rules as to ASX Clear’s power to deal with the Financial Products on default by the Clearing Participant and in particular, ASX Clear’s power of sale in relation to the Financial Products without any notice to you.

- 1.3 Mandatory notifications:
- a. no compensation arrangements apply to you. Our ability to satisfy any claim will depend on our financial circumstances
  - b. you may be entitled to make a claim for compensation in the compensation arrangements applicable to the approved Market Operator or the clearing participant of ASX Clear under the Corporations Act and Corporations Regulations if a breach by us falls within the circumstances specified under the relevant compensation arrangements.
  - c. if we breach any of the provisions in this Part E, you may refer that breach to any regulatory authority, including ASX Settlement
  - d. if you decide to make a complaint about the operation of the provisions of this Part E, you may do so to any appropriate regulatory authority or to ASX Settlement
  - e. if we're suspended from participation in CHESS, subject to the assertion of an interest in Financial Products controlled by us, by our liquidator, receiver, administrator or trustee:
    - you have the right, within 20 Business Days, to give notice to ASX Settlement requesting that Sponsored Holdings be removed from either:
      - the CHESS subregister, or
      - our control, and Transferred to the control of another member of ASX Settlement with which you have a valid Sponsorship Agreement under ASX Settlement Operating Rule 12.19.10, or
    - if you don't give notice, ASX Settlement may change the Controlling Participant under ASX Settlement Operating Rule 12.19.11, and you'll enter into a new CHESS Sponsorship Agreement with that Controlling Participant on the same terms as this Part E. Where you're deemed to have entered into a CHESS Sponsorship Agreement, the new Controlling Participant must enter into a sponsorship agreement with you within 10 Business Days of the change.
- 2. Background**
- 2.1 ASX Settlement operates CHESS.
  - 2.2 In CHESS, you can hold Financial Products in uncertificated form, in holdings sponsored by us.
  - 2.3 Unless you indicate otherwise on the Application Form, you appoint us as Controlling Participant, which will allow you to participate (or to continue to participate) as a sponsored holder in CHESS.
- 3. Appointment and termination of previous appointments**
- 3.1 You appoint us to provide Transfer and settlement services as your agent in relation to Sponsored Holdings, and we agree to the appointment.
  - 3.2 From the commencement of Part E:
    - a. any prior sponsorship agreement or arrangement between us in relation to Sponsored Holdings is terminated (without prejudice to any rights or obligations that accrued before termination), and
- 4. Creating and adding to Sponsored Holdings**
- 4.1 By delivering the necessary certificates, Transfer forms and other documents to us for the Financial Products to be held in Sponsored Holdings, you authorise us to make the necessary Transfers and Conversions to register them as Sponsored Holdings.
  - 4.2 Where the Rules require that a Sponsored Holding be converted to another mode of holding, you authorise us to initiate a Conversion of that holding.
  - 4.3 You may from time to time instruct us to register Financial Products purchased for you into a Sponsored Holding.
- 5. Holding information**
- 5.1 You must give us the information and supporting documents for your Sponsored Holding that we reasonably require to comply with registration requirements for Sponsored Holdings under the Rules.
  - 5.2 If information you previously supplied changes, you must tell us of the change (and supply any necessary supporting documentation) as soon as possible. We must give ASX Clear
- b. any holdings sponsored under prior agreements or arrangements are now sponsored under Part E.



(or the relevant issuer of Financial Products) notice of the change within the Scheduled Time.

- 5.3 You authorise us to obtain statements of holdings, balances and other information in relation to Sponsored Holdings for ASX Clear and respective issuers for you, or if we reasonably think it's necessary. If you request the statements or information, you're responsible for the reasonable costs of obtaining them.

## 6. Our authority to Transfer

- 6.1 If we receive written instructions from you that involve the disposal of Financial Products held in a Sponsored Holding, we have the authority to:
- initiate and Transfer the Financial Products, or
  - take any other action necessary for the disposal, even if (because of netting arrangements) the Transfer or disposal is to a Person who is not a party to the Transaction.
- 6.2 We don't need to Transfer Financial Products into the Sponsored Holding until we receive payment for them.
- 6.3 Subject to the Rules, if you don't pay for Financial Products we purchase on your behalf, we may sell them, and use the proceeds to reduce your liability to us. Before we do this, we'll demand payment from you. You're responsible for the risk and expenses of the sale, including brokerage and stamp duty.

## 7. Renounceable rights

- 7.1 Where renounceable rights arise in relation to a Sponsored Holding, they will be held, renounced and Transferred in accordance with Part E with any modifications that the circumstances require.

## 8. Clearing Holdings

- 8.1 You acknowledge that we maintain Clearing Holdings for the purpose of facilitating settlements of Financial Product Transactions in CHESS, and authorise us to Transfer your Financial Products between holdings to facilitate settlement of your Transactions.

## 9. Withdrawal from Sponsored Holdings

- 9.1 Subject to clauses 6.3 and 9.2 of Part E, if we receive Withdrawal Instructions, we must initiate the Transfer, Conversion or other necessary action within the Scheduled Time, provided that the required Financial Products are available in your Sponsored Holding.
- 9.2 If you give us Withdrawal Instructions, we may refuse to follow them if:
- we reasonably claim that you owe us money, and
  - the Withdrawal Instructions would reduce the current market value of the Sponsored Holdings to less than 120% of the claimed amount (minimum value).
  - We'll only do this to the extent needed to retain the minimum value in Sponsored Holdings.

## 10. Client acknowledgements

- 10.1 You acknowledge that if you die or become bankrupt, a Holder Record Lock will be applied to all Sponsored Holdings in accordance with the ASX Settlement Operating Rules, unless your legally appointed representative or trustee removes the Sponsored Holdings from the ASX Settlement subregister.
- 10.2 You acknowledge that if you die, Part E will remain in operation for up to three calendar months after the removal of a Holder Record Lock (see clause 10.1 of Part E), unless the legally appointed representative authorised to administer your estate elects to remove Financial Products from the Sponsored Holding.
- 10.3 If a client comprises two or more natural persons, each Person jointly and severally acknowledges that if they die, we'll Transfer all Sponsored Holdings into new CHESS Holdings under a new Holder Record in the name of the surviving persons. Part E will remain valid for the new CHESS Holdings under the new Holder Record.
- 10.4 If a client comprises two or more natural persons, each Person jointly and severally acknowledges that in the event of Bankruptcy of one person, we'll:
- establish a new Holder Record in the name of the bankrupt individual, Transfer the interest of the bankrupt individual into a new CHESS Holding under the new Holder Record, and request that

- ASX Settlement apply a Holder Record Lock to all holdings under that Holder Record (unless the legally appointed representative of the bankrupt individual removes the Holdings from the CHES subregister), and
- b. establish a new Holder Record in the names of the remaining persons, and Transfer their interest (as a new client) into new CHES Holdings under the new Holder Record.
- 10.5 You acknowledge that before you executed Part E, its effect was explained to you, and that you understood it. For more information, contact us on 13 13 80.
- 10.6 You acknowledge that by agreeing to this Part E you expressly instruct us not to provide you with an executed copy. You also acknowledge that you can request a copy of the agreement you accepted at any time in the future, and that you have the right to receive a copy at any time from three Business Days after execution.
- 10.7 You acknowledge that, if you're not otherwise informed, we will tell you the HIN for the Participant Sponsored Holdings. All Financial Products that are subject to Part E will be registered under this HIN.
- 10.8 You acknowledge that if we effect a Transfer under Section 9 of the ASX Settlement Operating Rules, and the Source Holding for the Transfer is a Participant Sponsored Holding under this Part E, then:
- a. you can't make a claim against ASX Settlement (or the relevant issuer) that we didn't effect the Transfer or weren't authorised by you to effect the Transfer, and
- b. unless the Transfer is effected by a Market Participant of ASX or Clearing Participant of ASX Settlement, you can't make a claim relating to the Transfer against the National Guarantee Fund (NGF) under Part 7.5, Division 4 of the Corporations Regulations 2001 (Cth).
- 11. Exchange Traded Options cover, pledging and Subpositions**
- 11.1 If you instruct us that Financial Products in a Sponsored Holding are to be lodged with ASX Clear as cover for written positions in Exchange Traded Options, you:
- a. authorise us to reserve the Financial Products in a subposition, so that the Financial Products come under the control of ASX Clear and are subject to the security interest granted in favour of ASX Clear to secure the performance by the relevant Clearing Participant of its obligations to ASX Clear under and in accordance with ASX Clear Rules 14.6.7;
- b. authorise any subsequent dealing (including, without limitation, any transfer) of the reserved Financial Products in accordance with the ASX Settlement Rules and ASX Clear Rules;
- c. acknowledge that the Financial Products will remain subject to that security interest for so long as those Financial Products remained reserved in the subposition in accordance with ASX Clear Rules 14.6.7; and
- d. authorise us to take whatever action is required by ASX Clear or the ASX Settlement Rules to give effect to that cover;
- e. warrant that the Financial Products are not and may not be subject to any other security interest, other than where the parties to the security interest agree between themselves in writing that ASX Clear's security interest in respect of the Financial Products has priority over that security interest, and the parties hold the benefit of such agreement on trust for the benefit of ASX Clear, unless ASX Clear otherwise agrees in writing, or is otherwise a security interest as permitted under the ASX Clear Operating Rules or the ASX Settlement Rules.
- 11.2 If you arrange with any Person to give a charge (or any other interest) in Financial Products in a Sponsored Holding, you authorise us to take whatever action is reasonably required by the Person (in accordance with the Rules) to give effect to that arrangement.
- 11.3 You acknowledge that where we initiate any action that creates a Subposition over Financial Products in a Sponsored Holding, in accordance with Part E and your instructions, your right to Transfer, convert or otherwise deal with those Financial Products is restricted, in accordance with the terms of the

ASX Settlement Operating Rules relating to Subpositions.

- 11.4 No clause in Part E overrides any interest of ASX Clear in the Financial Products.

## 12. Change of Controlling Participant

- 12.1 If you receive a Participant Change Notice from us at least 20 Business Days before the proposed date for the change of Participant, you don't have to agree to the change, and can choose to:
- a. terminate Part E by instructing us to withdraw under the ASX Settlement Operating Rules by Transferring your Participant Sponsored holding to either of:
    - another Controlling Participant, or
    - one or more issuer Sponsored Holdings, or
  - b. take no action to terminate. If you don't indicate that you don't agree to the change, subject to clause 12.2, Part E will be novated to the new Controlling Participant on the date we notified (applicable date). This will be binding on all parties as though:
    - the new Controlling Participant is a party to Part D in place of the existing Participant
    - any of our rights are Transferred to the new Controlling Participant, and
    - you release us from any obligations arising on or after the applicable date.

- 12.2 The novation in clause 12.1(b) doesn't take effect until you receive a notice from the new Controlling Participant confirming that they will act as your Participant. As a result, the applicable date may be later than the Effective Date set out in the Participant change notice.

- 12.3 Your consent to the events in clause 12.1(b) is assumed if you take any action that is consistent with the novation of the Sponsorship Agreement to the new Controlling Participant on or after the applicable date (for example, if you give an instruction to the new Controlling Participant). In this case, your consent is assumed from the applicable date.

- 12.4 Part E continues to apply in relation to rights and obligations accrued before the applicable date. To the extent that any law, or provision of any Agreement, makes the novation in clause 12.1 not binding or effective on the applicable date, Part E will continue for our benefit until the novation becomes effective. In this case, we'll hold the benefit of Part E on trust for the new Controlling Participant.

- 12.5 Nothing in clause 12 prevents us from completing CHESS Transactions where the obligation to complete those Transactions arises before the applicable date. Part E will continue to apply to those Transactions, regardless of the novation of the sponsorship agreement to the new Controlling Participant.

## 13. Termination

- 13.1 Regardless of any other clause of the nabtrade Client Agreement and subject to the ASX Settlement Operating Rules, Part E will be terminated:
- a. on five Business Days' notice in writing from either party
  - b. if we become insolvent
  - c. if we're terminated or suspended as a Participant, or
  - d. if you give us Withdrawal Instructions under clause 12.
- 13.2 Unless otherwise stated in Part E, termination under clause 13.1(a) will be effective once either party receives written notice by the other party.

## 14. Regime

- 14.1 The regulatory regime that applies to us under Part E is:
- a. the regulation of the clearing and settlement facility operated by ASX Settlement and ASX Clear under the Corporations Act 2001 (Cth)
  - b. the ASX Settlement Operating Rules and the ASX Clear Operating Rules, and
  - c. the regulation of financial services licences under the Corporations Act 2001 (Cth).

You can find information about our status as a Participant from ASIC.

## 15. Variation

- 15.1 Except as provided in clause 16.2, Part E can only be varied by a written agreement signed by both you and us.

## **16. Rules**

- 16.1 Part E is subject to the Rules, and you must not take any action that prevents or impedes us from complying with our obligations under the Rules.
- 16.2 If, as a result of an amendment to the Rules, a provision of Part E becomes inconsistent with a provision of the Rules, we may vary Part E to the extent we consider necessary to remove the inconsistency. If we do this, we'll give you at least seven Business Days' notice in writing.

# Part F: Cash Products terms and conditions

**Part F is an agreement between you and National Australia Bank Limited ABN 12 004 044 937 AFSL No. 230 686.**

## Section One: General account terms

### 1. Opening a Cash Account

- 1.1 You can only open a Cash Account in conjunction with a Trading Account.
- 1.2 To open a Cash Account you must have a valid email address.

### 2. Opening a High Interest Account

- 2.1 You can open a High Interest Account once you have a Trading Account and a linked Cash Account, and when you have satisfied our identification and verification requirements.
- 2.2 The names of the account holders for the High Interest Account must be exactly the same as those for your linked Cash Account.
- 2.3 You can open up to a maximum of 10 High Interest Accounts. We may vary this maximum or make exceptions to this rule at times.

### 3. Joint accounts

- 3.1 You can open a Cash Product jointly with another Person or Persons, but you can't open it in more than three personal names.
- 3.2 If you have a joint Cash Product, you and your joint account holders can operate the Cash Product independently of each other. But you're individually and jointly liable for:
  - a. your share of any amount owing to us, and
  - b. your joint account holders share of any amount owing to us.

- 3.3 We aren't liable for any loss or damage you or anyone else suffers if it results from or is caused by us acting on an instruction in good faith, except to the extent of our negligence, fraud or misconduct.
- 3.4 If one joint account holder dies, we treat the balance of the Cash Product as belonging to the living account holders. This is known as the right of survivorship.
- 3.5 If we're notified about a dispute between joint account holders, we may place a block on your Cash Product. This means you won't be able to make any Transactions on your Cash Product and also includes (but isn't restricted to):
  - a. withdrawing funds from your Cash Product
  - b. your instructions via WealthHub Securities, and
  - c. asking for any other changes to be made to the Cash Product (for example, changing your address).
- 3.6 If we block an account in accordance with clause 3.5 above, we may need all account holders to sign an authority to operate a Cash Product before we remove the block. We may, at our discretion, make exceptions to these rules sometimes.

### 4. Identification and verification requirements

- 4.1 You must satisfy the minimum identification and verification required by law as soon as you can.
- 4.2 Until you meet our identification and verification requirements, by law you won't be able to withdraw funds, including any interest, from your Cash Product.

### 5. Interest

- 5.1 The interest rate applicable to your Cash Product is the rate that applies at the time you open your account. Your Cash Product has a variable interest rate, so it may change from time to time. Different interest rates apply to the Cash Account and High Interest Account.
- 5.2 Different interest rates may be applied to different levels of your Cash Product balance. We may change these from time to time. For example, an interest rate may apply to the first \$10,000 of your Cash Product balance, while different interest rates may be applied to your remaining Cash Product balance. Or an interest rate may apply to the entire balance of your Cash Product and this interest rate may depend on the value of the balance.
- 5.3 We'll notify you of changes in the interest rate no later than the day the change takes effect by either writing to you or by advertising in a major newspaper.

- 5.4 Interest is calculated on the daily closing credit balance of your Cash Product, up to and including the day before the last Banking Day of each calendar month. If applicable, we'll credit any interest to your Cash Product on the last Banking Day of the calendar month and also upon account closure. Interest is calculated as follows:

$$\frac{\text{daily closing balance} \times \text{interest rate (\% pa)}}{365}$$

**Please note that the daily interest is calculated by rounding to the nearest cent.**

- 5.5 Interest will begin to accrue when funds are credited to your Cash Product.

## 6. Fees and Charges

- 6.1 Cash Product Fees and Charges are listed in the Schedule of Fees available at the Trading Site.
- 6.2 When you transfer money between another bank account and your Cash Product, you may be charged a fee by the financial institution that holds your account. To find out whether a fee applies, contact your financial institution.
- 6.3 We may, at our discretion, waive any Fee or Charge to your Cash Product. If we fail to collect any Fee or Charge that applies to your Cash Product, this doesn't mean we'll waive that Fee or Charge in the future.

## 7. Government fees and charges

- 7.1 As at the effective date of these terms and conditions, the Cash Product doesn't incur any government charges. However, the government may introduce charges in the future. If this happens, these charges will be debited from your Cash Product.
- 7.2 Tax File Number options
- 7.3 If you don't provide your Tax File Number (TFN), Australian Business Number (ABN) or advise us that you're eligible for an exemption from providing a TFN or ABN, we may have to deduct Pay As You Go (PAYG) withholding tax at the maximum marginal tax rate (plus the Medicare levy) from any interest income you earn on your Cash Product. If you're a non-resident of Australia, we may have to deduct interest or withholding tax according to taxation laws. We'll deduct withholding tax at the point we credit interest to your Account.
- 7.4 If you have a joint account, all account holders are required to supply a valid TFN, ABN or exemption to avoid withholding tax.

## 8. Statements

- 8.1 We'll provide you with a statement of your Cash Product every six months unless you request that we provide you with a statement on a quarterly or monthly basis. We will also provide you with a statement on request. Any such requests must

be made by calling us on 13 13 80. If you're overseas, you can contact us on +61 2 8756 1741. Your statement will be provided to you in electronic format and will be expressed in Australian dollars.

- 8.2 You agree that your statement will be made available to you in electronic format for retrieval via the Trading Site. You'll be advised by electronic communication to your email address when your statement is available for you to access.
- 8.3 If you terminate your agreement to receive your statement via the Trading Site we'll no longer be able to provide you with your Cash Product and will close your Cash Products. This means that your nabtrade Client Agreement and your Account would also be terminated.

## 9. Combining accounts held with NAB

- 9.1 Without giving you notice, and subject to applicable law and industry codes, we may combine or set off the whole or any part of your Cash Product to pay any outstanding debt you may have with us, such as a debit balance in another account you hold with us. This includes combining any of your bank accounts held with us.



## Section Two: Transactions

### 1. Operation as a settlement account

- 1.1 You agree that your Cash Account will be used to facilitate settlements, payments and Fees and Charges related to your linked Trading Account, unless otherwise agreed with us.
- 1.2 You authorise us to access and transact against your Cash Product, or any Eligible NAB Account, to cover any payments, settlements and Fees and Charges related to your linked Trading Account.
- 1.3 You must make sure you have enough money in your Cash Account to meet the payment, settlement and Fee and Charges obligations related to your linked Trading Account.

### 2. Daily transfer limits

- 2.1 Some transactions performed using the Trading Site or the Telephone Service are subject to a daily transfer limit.
- 2.2 At times, we may change the minimum and maximum daily transfer limits. We will provide you with at least 20 days prior written notice of any change to the daily transfer limits. For details on the daily transfer limit, visit the Trading Site or call us on 13 13 80.

### 3. Deposits and withdrawals

- 3.1 You can deposit any amount and withdraw any amount up to the available credit balance of your Cash Product. You can only make deposits and withdrawals in Australian dollars, unless we agree otherwise.

### 4. Deposits to your Cash Account

- 4.1 You can deposit money into your Cash Account by:
  - a. Direct Credit
  - b. Electronic Funds Transfer (EFT), including from Cash Products or Eligible NAB Accounts
  - c. BPAY®
- 4.2 We currently do not accept payments in cash or travellers cheques, international transfers or telegraphic transfers.

### 5. Direct credit

- 5.1 You can deposit money into your Cash Account by direct credit from any Australian bank account offering this facility. You may request this as a one-off transfer, or as a regular (periodic) payment.
- 5.2 You can ask to have funds such as salary credit or dividend payments directly credited into your Cash Account.
- 5.3 To arrange a direct credit, you must provide National Australia Bank's BSB number (083-052), your Cash Account number, and any other information about the deposit required to perform the transfer.

### 6. Transfers between your Cash Account and an Eligible NAB Account

- 6.1 You can transfer funds to your Cash Account from your High Interest Account using the Trading Site or Telephone Service.
- 6.2 If you're an account holder, or you're authorised to withdraw funds from an Eligible NAB Account, you can also transfer funds to your Cash Account from your Eligible NAB Account.

### 7. BPAY® deposits

- 7.1 You may use BPAY® to transfer money to your Cash Account from any Australian bank account offering this facility.
- 7.2 To credit your Cash Account via BPAY®, please refer to the instructions on the Trading Site.

### 8. When will funds be deposited into your Cash Account?

- 8.1 Generally if we receive the money by 4 pm (AEST) on a Banking Day, we'll credit it to your Cash Account that day.
- 8.2 If we receive the funds after 4pm (AEST) on a Banking Day, a weekend or a designated public holiday, we'll generally credit the funds to your Cash Account on the next Banking Day.
- 8.3 Money transferred from your Eligible NAB Accounts, or your linked High Interest Account, will be available for use immediately following completion of the transfer via the Trading Site.

## 9. Withdrawals from your Cash Account

9.1 You can withdraw money from your Cash Account by:

- a. Electronic Funds Transfer (EFT), including to an Eligible NAB Account
- b. Periodic payment, or
- c. Automatic sweep.

9.2 You can't withdraw money by cheque, cash, direct debit (arranged through another financial institution or Service Provider) or any method not specified above.

## 10. Electronic Funds Transfer (EFT), including to an Eligible NAB Account

10.1 You can withdraw money (subject to maximum daily transfer limits) from your Cash Account by EFT to any Australian bank account.

10.2 If you're an account holder, or are authorised to withdraw and deposit money on an Eligible NAB Account, you can also withdraw funds from your Cash Account and deposit it to your Eligible NAB Account.

## 11. Periodic payments (future-dated payments)

11.1 You can arrange to make regular withdrawals (subject to maximum daily transfer limits) from your Cash Account to any Australian bank account by setting up a periodic payment instruction via the Trading Site. If you set up a periodic payment instruction, we have the right to:

- a. arrange the order of priority of periodic payments or any other payments or drawings from your Cash Account, and
- b. defer or not make a payment if we have reasonable justification (for example, if your Cash Account has insufficient funds or if the banking system is interrupted or delayed).

11.2 You must make sure you have enough cleared funds in your Cash Account to be debited on the Banking Day before the payment is due and on the due date.

11.3 We'll only try once to effect payment. In other words, if your Cash Account is debited and you have insufficient funds in your Cash Account, we won't attempt to debit your Cash Account again to effect the payment.

11.4 If the periodic payment is due on a non-Banking Day, we'll debit your Cash Account on the next Banking Day.

11.5 You can change or cancel a periodic payment at any time by providing instructions via the Trading Site or by calling us on 13 13 80, at least one Banking Day before the next payment. If you instruct us via the Trading Site to change or cancel a periodic payment authority out of normal business hours, on a weekend or designated public holiday, the change or cancellation will take effect on the next Banking Day.

11.6 A periodic or future-dated payment continues until the expiry date you've authorised, even if the Trading Site and the Telephone Service, or any

Security Identifier you use to authenticate that instruction, has been cancelled.

## 12. Automatic sweeps

12.1 You can establish an automatic sweep of funds from your Cash Account to your High Interest Account, or any Eligible NAB Account.

12.2 Further information regarding automatic sweeps is available on the Trading Site.

## 13. Deposits and Withdrawals on your High Interest Account

13.1 You can transfer money between your Cash Account and your High Interest Account using the Trading Site or the Telephone Service.

## 14. Mistaken internet payments using Pay Anyone

This clause applies to mistaken internet payments made by you, or sent to you, using the Pay Anyone functionality available within Internet Banking.

It sets out important rules where the Sending ADI and the Receiving ADI have subscribed to the ePayments Code and:

- you report a mistaken internet payment to NAB as the Sending ADI; or
- NAB as the Receiving ADI is notified by a Sending ADI that funds have been credited to your account as the result of a mistaken internet payment by its customer.



It does not apply to BPAY® payments.

In this clause:

**Mistaken internet payment**

means a payment made by a user through Pay Anyone where funds are paid into the account of an unintended recipient because (as applicable depending on whether you are the maker, or the recipient, of the payment) you, or the customer of another ADI, have entered or selected the wrong BSB number and/ or account number as the result of your, or the customer of another ADI's, error or you, or the customer of another ADI, being advised of the wrong BSB number and/or account number.

**ADI** means Authorised Deposit-taking institution and has the same meaning as the term in the Banking Act 1959 (Cth).

**Receiving ADI** is the ADI whose customer received an internet banking payment.

**Sending ADI** is the ADI whose customer has made an internet banking payment.

**What happens if you make a mistaken internet payment**

14.1 You:

- a. must take care to enter or select the correct information about the intended recipient of the funds required when using Pay Anyone to make a payment. It is not always possible for NAB to recover funds from the unintended recipient.

- b. should report a mistaken internet payment to NAB as soon as possible by:

- calling 13 BANK (13 22 65) (7am-9pm) AEST, Monday to Friday, and (8am-6pm) AEST, Saturday and Sunday; or
- visiting our website nab.com.au and creating a secure message (Electronic Transaction Dispute).

NAB will acknowledge receipt of the report and you should record or retain this acknowledgment.

14.2 NAB will investigate your report of a mistaken internet payment. NAB will tell you about the outcome of your report of a mistaken internet payment in writing, and within 30 business days of the day your report was made.

14.3 When you make a report both NAB and the Receiving ADI need to be satisfied a mistaken internet payment has occurred. If NAB is not satisfied a mistaken internet payment has occurred NAB is not required to take any further action and will tell you this in accordance with 14.2.

If the Receiving ADI receives a request from NAB to return funds to NAB, but is not satisfied that a mistaken internet payment has occurred, the Receiving ADI may seek their customer's consent to return the mistaken internet payment funds to you. If consent is provided to the Receiving ADI and it returns the mistaken internet payment to NAB, NAB will return it to you as soon as practicable.

14.4 If NAB is satisfied that a mistaken internet payment has occurred, NAB will send the Receiving ADI a request for return of the funds. NAB is reliant on the Receiving ADI advising NAB if there are sufficient funds in their customer's account to cover the amount of the mistaken internet payment.

If NAB is advised there are insufficient funds in the customer's account, NAB is reliant on the Receiving ADI using its reasonable endeavours to recover the funds for you from their customer (eg. Facilitating payment by instalments).

If the Receiving ADI is unable to recover the funds from the unintended recipient you will be liable for losses arising from the mistaken internet payment.

14.5 The following table describes the obligation of the Receiving ADI and NAB if they are satisfied a mistaken internet payment has occurred and there are sufficient credit funds available in the account of the unintended recipient to cover the payment.

A different process applies depending on when you reported the mistaken internet payment to NAB.

<b>You report the mistaken internet payment to NAB</b>	<b>Obligation of Receiving ADI after receiving NAB's request to return funds</b>	<b>NAB's obligation to pay you</b>
<b>Within 10 business days of making the payment</b>	Funds must be returned to NAB within 5 business days (if practicable) of receiving NAB's request to return the funds or such longer period as is necessary up to a maximum of business days.	To return any funds received from the Receiving ADI to you as soon as practicable.
<b>Between 10 business days and 7 months of making the payment</b>	<p>Complete investigation within 10 business days of receiving NAB's request to return the funds.</p> <p>If satisfied a mistaken internet payment has occurred:</p> <ul style="list-style-type: none"> <li>(i) prevent their customer withdrawing the mistaken internet payment funds for a further 10 business days;</li> <li>(ii) notify their customer they have a period of 10 business days to establish they are entitled to the funds. (This period commences on the date their customer was prevented from withdrawing the funds); and,</li> <li>(iii) return funds to NAB within 2 business days of the end of 10 day period described in (ii) if their customer has not established they are entitled to the funds.</li> </ul>	To return any funds received from the Receiving ADI to you as soon as practicable.
<b>After 7 months</b>	Seek the consent of their customer to return funds. With the consent of their customer return the funds to NAB.	To return any funds received from the Receiving ADI to you as soon as practicable

**What happens if you are the recipient of a mistaken internet payment**

14.6 If NAB is notified by a Sending ADI that funds have been credited to your account as the result of a mistaken internet payment by its customer, NAB will act in accordance with the obligations of the Receiving ADI described in clauses 14.3, 14.4 and 14.5 including the obligations to return funds in your account to the Sending ADI where applicable.

**15. Unauthorised Transactions**

15.1 If you believe there's been an unauthorised transaction on your Cash Products, please let us know promptly by calling us on 13 13 80. If you're overseas, you can contact us on +61 2 8756 1741.

**16. Overdrawing your Cash Product**

16.1 You are not permitted to overdraw your Cash Product. If for any reason, your Cash Product becomes overdrawn we may transfer money from any other account you have with us (including any other sole or joint accounts) to cover the overdrawn amount.

16.2 We won't cover any losses you may incur as a result of overdrawing your Cash Product.

16.3 We'll let you know if we transfer money from another account. To avoid us having to transfer money from another account, you should ensure you have sufficient funds available in your Cash Product to avoid it going into overdraw.

16.4 We will only exercise our rights under this clause 16 fairly and reasonably. In particular, we are not required to combine or set-off accounts (including where there is a joint account). We will have regard to any dispute between joint accountholders or any circumstances of financial hardship of which it is aware when considering whether to combine or set-off accounts under this clause.

**17. Closing a Cash Product**

17.1 Since you need a Cash Account to operate your Trading Account, if you close your Cash Account you'll have to close your Trading Account at the same time.

17.2 If you ask us to close your Cash Product, we'll pay interest up to but excluding the day of closure.

17.3 If you ask us to close your Cash Product on a non-Banking Day, we'll process your request on the next Banking Day. To close your Cash Product, please call us on 13 13 80.

17.4 Without limiting any other rights or discretion which we may have (see clause 30 of Part A), we may close your Cash Product at any time, for legitimate business, prudential or regulatory reasons. For instance, we may close your Cash Product if:

- a. you haven't used your Cash Product for a length of time
- b. you don't keep to the minimum or maximum Cash Product balance requirements (if applicable)

- c. you have closed your Cash Account, or
- d. WealthHub Securities exercises its right to terminate the other parts of the nabtrade Client Agreement under clause 24 Part A ("General provisions").

If we decide to close your Cash Product, we'll let you know at least 30 days before we intend to do so, unless we need to act quickly without notice, for example, to manage a risk. Where your account has a credit balance, before it is closed we will take reasonable steps to return the balance to you (unless we reasonably believe that we are unable to because of our regulatory or other legal obligations, for example, to comply with a court order). Alternatively, where the relevant statutory requirements have been met, we may transfer the balance to the Commonwealth Government as unclaimed money.

**Section Three: Trading Site and Telephone Service****1. Access to the Trading Site and the Telephone Service**

- 1.1 You can access Cash Products through the Trading Site and Telephone Service.
- 1.2 You can't access or transact on your Cash Products through a NAB banking channel. This includes, but isn't limited to:
  - a. NAB branches

- b. NAB Internet Banking (except where you've requested and NAB has agreed to display your Trading Account, in which case you'll be able to view your Cash Product account balance only, but not transact), or
- c. NAB telephone banking.

## 2. The Trading Site and Telephone Service General Terms

- 2.1 Your access to the Cash Products through the Trading Site and Telephone Service is available to you, in accordance with these terms and conditions.
- 2.2 We'll assume you've accepted our offer to use the Trading Site and the Telephone Service when:
  - a. you access, or try to access, a Cash Product through the Trading Site and Telephone Service, or
  - b. you submit your application.

## 3. Using the Trading Site and Telephone Service

- 3.1 When you first access the Trading Site and the Telephone Service, you'll need to set up a Security Identifier. There is no charge for setting up or changing a Security Identifier.
- 3.2 We'll tell you which Cash Products and Transactions you can use when we accept your application, and you've satisfied our identification and verification process. Check our frequently asked questions on the Trading Site for further details.

- 3.3 Conversations may be recorded for training and quality control purposes.

## 4. When we need to make changes

- 4.1 We can, at any time add to, remove, change, or impose restrictions on the functionalities of the Trading Site and the Telephone Service for legitimate business, prudential or regulatory reasons.

## 5. When you want to transfer your funds

- 5.1 You'll be able to transfer funds from your Cash Account to other accounts that you can access, whether you hold the accounts with other financial institutions, other third parties or NAB.
- 5.2 The amount you can transfer is subject to a maximum daily transfer limit that we nominate.
- 5.3 NAB will process such transfer requests immediately. However, there may be instances from time to time where the Trading Site is unavailable or Transactions are delayed.
- 5.4 Visit the Trading Site for details of any restrictions.

## 6. Instructions

- 6.1 You agree that:
  - a. if you give us an instruction using the Trading Site and the Telephone Service, you give us a valid and irrevocable authority to follow that instruction, and

- b. if you give us a payment instruction before the cut-off time for a day, we'll generally process it on the same day, but if you give it to us after the cut-off time it may be processed on the next Business Day.

### 6.2 You accept that:

- a. we're not obliged to act, or may delay acting, on any instruction you give us through the Trading Site and the Telephone Service, for legitimate business, prudential or regulatory reasons
- b. we're not liable for any loss or damage caused directly or indirectly to you as a result of our failure to act or delay in acting on any instruction you give us, except if this loss or damage:
  - results from, or is caused by our negligence, fraud or misconduct.
- c. we can't stop an instruction once we've received it
- d. we're not responsible for any breakdown or interruption to the Trading Site and the Telephone Service, except if it results from or is caused by our negligence, fraud or misconduct, and
- e. you're responsible for all instructions regarding your Cash Products or other accounts, where you authorise those instructions using your Security Identifier, or where they're undertaken by another Person with your knowledge or consent.

**7. ePayments Code warranty**

7.1 We warrant that we will comply with the requirements of the ePayments Code for all personal EFT transactions you conduct via the Trading Site and the Telephone Service in relation to your cash Products.

**8. Important information on accessing the Trading Site and the Telephone Service**

8.1 You'll be denied access to the Trading Site and/or the Telephone Service if:

- a. you enter or give an incorrect password three consecutive times, or
- b. you give an instruction using the Trading Site and the Telephone Service in a language we consider to be inappropriate.

8.2 If you're denied access, you'll need to contact us on 13 13 80.

**9. Security Identifiers**

9.1 To use your Cash Products, you must have the appropriate Security Identifiers, which we'll use to identify you when you give us instructions.

9.2 You're responsible for using your Security Identifiers and keeping them confidential. If you realise that your Security Identifiers have been lost, stolen or used without authorisation, you must let us know immediately by contacting us on 13 13 80.

9.3 We can cancel your Security Identifiers at any time without notice for legitimate business, prudential or regulatory reasons,

but we'll let you know as soon as possible if this happens.

9.4 We may disclose your Security Identifiers to Service Providers.

9.5 You acknowledge that:

- a. you access and use your Security Identifiers at a User Level only
- b. you can only access Services that may be offered to you at a User Level, and
- c. you won't let another Person access or use your Security Identifier.

9.6 We consider the Person who uses a Security Identifier to access the Trading Site and the Telephone Service to be the Person to whom we assigned the Security Identifier.

**10. Authenticating a transfer of money**

10.1 When you send us a request to transfer money or an instruction for some functions, we may send you a further Security Identifier, for example, Two Factor Authentication via SMS, to verify that you've requested and authorised the transaction. We'll ask you to enter or provide that Security Identifier received through your mobile phone when you give us an instruction for some transactions and functions.

10.2 Giving you this Security Identifier doesn't alter your responsibility for the Transaction.

10.3 You must ensure that your current mobile telephone number is registered through the Trading Site.

**11. Authorised Person**

11.1 You cannot appoint an Authorised Person to operate your Cash Products.

**Section Four: General****1. General representations and warranties**

- 1.1 You represent and warrant:
- a. that all information provided by you to us is complete and correct and isn't misleading
  - b. that we may rely on that information, unless we receive notice from you of any change, and
  - c. you have the legal right and power to enter into these terms and conditions and to give instructions to us.

**2. Unauthorised Transactions**

2.1 Part 4, clause 4 of this agreement explains your liability for unauthorised personal EFT Transactions. The liability provisions set out below override any other clause to the extent of any conflict or inconsistency for all personal EFT Transactions. This is relevant to Cash Product transactions only.

**3. Circumstances under which you're not liable**

- 3.1 You won't be liable for losses that:
- a. result from or are caused by the fraud, negligence or misconduct of our employees, agents or companies involved in networking arrangements, or of merchants, their agents or employees

- b. arise because your Security Identifier is forged, faulty, expired, or cancelled
- c. arise from Transactions that needed a Security Identifier and that happened before you received it
- d. are caused by a Transaction being incorrectly debited more than once from the same Cash Product
- e. result from unauthorised Transactions happening after we've been notified that the Security Identifier's security has been breached, or
- f. result from unauthorised Transactions where it's clear that you haven't contributed to the losses.

#### **4. Circumstances under which you're liable for losses**

- 4.1 You'll be liable for losses caused by unauthorised Transactions where we can prove that you probably contributed to losses:
  - a. through fraud or breach of the security requirements, or
  - b. from unauthorised Transactions because you unreasonably delayed notifying us after realising that the security of the Security Identifier had been breached.
- 4.2 If you're liable for losses under clause 4.1, you'll be liable for the actual losses that occur between the time you realised, or should reasonably have become aware, that the Security Identifier's security had been breached and when you actually let us know, except for:

- a. the portion of losses that go over the applicable maximum daily Transaction limits (if any) on one day
- b. the portion of losses that exceed any other periodic Transaction limits applying to the period when they occurred
- c. the portion of losses incurred on any Cash Product that is more than the balance of that account, and
- d. all losses incurred on any accounts which we and the Cash Product holder hadn't agreed you could access using the Security Identifier.

#### **5. Circumstances under which you have limited liability**

- 5.1 If it's unclear whether you have contributed to the loss as the result of an unauthorised Transaction that required a Security Identifier, then you're liable to the least of:
  - a. \$150
  - b. the balance of those accounts from which money was transferred in the unauthorised Transactions, or
  - c. the actual loss at the time you told NAB your Security Identifier's security had been breached.

#### **6. Extent of liability**

- 6.1 We'll be responsible for losses you incur caused by our equipment or systems failing to complete a personal EFT Transaction after being accepted in line with your instructions.

- 6.2 However, if you should have realised that our equipment or system was unavailable or wasn't working properly, our responsibilities will be limited to correcting errors in the Cash Product and refunding any resulting Fees and Charges.

- 6.3 We also won't be liable for any losses caused by our equipment or system failing where it hadn't accepted the personal EFT Transaction, except to the extent resulting from or caused by our negligence, fraud or misconduct.

#### **7. Letting us know about any breaches**

- 7.1 If you believe the security of your Security Identifier has been breached, you must let us know promptly by calling us on 13 13 80.

- 7.2 Once we've been notified, you won't be liable for losses resulting from unauthorised personal EFT Transactions that happen after you've contacted us regarding the breach of security of the Security Identifier.

- 7.3 If telephone facilities aren't available during particular periods, any losses occurring during these times that were due to non-notification are deemed to be our liability, providing notification is made to us within a reasonable time of the facility again becoming available. We'll acknowledge your report, and you should record or retain this acknowledgment.



## 8. Financial Claims Scheme

- 8.1 The Financial Claims Scheme (FCS) was established in October 2008 primarily to protect depositors against any loss on their deposit and to give prompt access to their deposits if their financial institution becomes insolvent.
- 8.2 The Financial Claims Scheme (FCS) provides a guarantee of funds deposited with an Authorised Deposit-taking Institution (ADI) such as NAB. In the event that an ADI becomes insolvent, customers may be eligible to claim the amount of their deposits with that ADI from the Scheme. Payments under the Scheme are subject to a limit for each depositor. For more information regarding the Scheme, visit the Financial Claims Scheme website at <http://www.fcs.gov.au>

## 9. Banking Code of Practice

- 9.1 We've adopted the Banking Code of Practice, and the relevant provisions of the code apply to Cash Products. You can ask us to give you:
- information on our current interest rates and standard Fees and Charges relating to the accounts, products and services included in this document, if any.
  - general descriptive information about our banking services, including:
    - account opening procedures
    - our obligations regarding the confidentiality of your information

- complaint handling procedures
  - that you should tell us promptly if you're in financial difficulty, and
  - that you should read the terms and conditions applying to each banking Service we provide to you.
- general descriptive information about:
    - our identification and verification requirements, and
    - the options available to you under the Tax File Number legislation.
  - copy of the Banking Code of Practice.

## 10. Changing the terms

- 10.1 We may, acting reasonably, change the terms and conditions for any Cash Product.
- 10.2 We'll give you at least 30 Business Days' notice of any adverse change, including:
- changes that increase your liability for losses for EFT Transactions
  - changes to the way we calculate interest, and
  - changes to any Fee or Charge (including a government charge). (For government charges, we may give a shorter period of notice, if we give notice with reasonable promptness after we are notified by the government, and we need not give notice if the government publicises the change to fees and charges.)

- 10.3 If we make any other change to these terms and conditions, we'll let you know about the change no later than the day that it takes effect.
- 10.4 We'll give you notice of these changes, either by:
- writing to you (via post or email)
  - advertising in a national newspaper, or
  - publishing the new terms and conditions on the Trading Site and telling you by an electronic communication to your nominated electronic address that they've been updated.
- 10.5 We'll always give you notice within the time limits allowed by applicable legislation or industry codes. If changes are immaterial or don't negatively affect your interests, we don't need to give you advance notice about them.
- 10.6 You may change your nominated electronic address or withdraw your agreement to receive notices by electronic communication by giving notice to us.

## 11. Exercise of discretion

- 11.1 We'll act reasonably and fairly in deciding whether and how to exercise any discretion, power or right we have under these terms and conditions. Clause 30 of Part A applies to this Part F as if references to 'we' and 'us' were references to NAB.

## 12. Governing law

12.1 You agree that this agreement and the investment of money in a Cash Product will be governed by and interpreted in accordance with the law in the State of Victoria. Any court cases involving this agreement can be held in the courts of any State or Territory of Australia with jurisdiction. We will give any legal protections available to you in the State or Territory in which you live.

## 13. Dispute resolution

13.1 In the case of a dispute, in the absence of evidence to the contrary, we may, acting reasonably, rely on our records of electronic or telephone communications or facsimile transmission as evidence of the details of the communications by email, internet, telephone or facsimile (as the case may be) between you and us, but this does not prevent you from disputing in good faith details of the communication.

13.2 If you have a dispute in relation to this agreement you can contact us using the details below. We will investigate the dispute and advise the outcome. If your concerns haven't been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA):

**Website:** [afca.org.au](http://afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**By phone:** 1800 931 678 (free call)

### In writing to:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

AFCA is an external dispute resolution (EDR) scheme to deal with complaints from consumers in the financial system. AFCA provides fair and independent financial services complaint resolution that's free to consumers.

## 14. Contact us

14.1 You can contact us at:

**By phone** 13 13 80.

For more information about our opening hours visit [nabtrade.com.au](http://nabtrade.com.au)

**By mail** nabtrade  
GPO Box 4545  
Melbourne VIC 3001

**Online** [nabtrade.com.au](http://nabtrade.com.au)

# Part G: nabtrade Global Market Service Trading terms and conditions

**This Part describes the agreement between you and WealthHub Securities Limited (WealthHub Securities, we, our, us), in our capacity as the provider of the international share trading, nominee and custody service (nabtrade Global Market Trading service). These terms and conditions apply when you agree to trade in International Securities under the nabtrade Global Market Trading service.**

The nabtrade Global Market Trading service is a Service provided to you by us. These are the terms on which we accept and administer the nabtrade Global Market Trading service and which relate to dealings between you and us and any appointed Service Providers of ours, when you apply for a nabtrade Global Market Trading Account with us.

## 1. Additional Documentation

- 1.1 You agree to comply with any of our reasonable requirements in connection with these nabtrade Global Market Trading Terms and Conditions or Transactions contemplated by them, including, without limitation, providing identification documentation or information.
- 1.2 You agree that you'll complete any further documentation when reasonably required by us, including taxation declarations and residency declarations. You agree, as soon as practicable, to advise us of any material change in your circumstances that would invalidate any such taxation and residency declaration already provided. You agree to indemnify us against any liability arising

from your failure to satisfy any statutory or regulatory requirements including as a result of any errors (including omissions) in such declarations, except to the extent the liability results from or is caused by our fraud, negligence or misconduct.

- 1.3 We reserve the right, in our discretion, for legitimate business, prudential or regulatory reasons, not to accept an application for, or open nabtrade Global Market Trading Account.

## 2. Available Exchanges and International Securities that we offer

- 2.1 We do not offer all International Securities on Available Exchanges for legitimate business, prudential or regulatory reasons.
- 2.2 The nabtrade Global Market Trading service is only offered in relation to International Securities listed on Available Exchanges, and these will be nominated by us in our discretion, for legitimate business, prudential or regulatory reasons.
- 2.3 We reserve the right to withdraw an Available Exchange and/or an International Security from the nabtrade Global Market Trading service for legitimate business, prudential or regulatory reasons. We'll give you reasonable notice of any withdrawal and you must give us instructions on how to deal with any affected International Securities by the time specified in the notice. If you fail to respond by the stated time in the notice, we'll have the right

to sell any affected International Securities on your behalf and to credit the proceeds (net of any deductions or set-offs that we are entitled to make) to your nabtrade Global Market Trading Account.

## 3. Appointment of Service Providers

- 3.1 You appoint us to execute or arrange for the execution of trades in International Securities and to provide (or procure) associated settlement and custody services.
- 3.2 We've appointed Service Providers to perform certain obligations under these nabtrade Global Market Trading Terms and Conditions, including, without limitation, execution, settlement and custodial services.

We may remove any Service Providers or appoint any Service Providers to perform any of our duties under these nabtrade Global Market Trading Terms and Conditions. We will exercise reasonable care in the selection of our Service Providers.

- 3.3 Our Service Providers may appoint other agents to provide services under these nabtrade Global Market Trading Terms and Conditions (for example our Sub-custodian appointing a sub-sub-custodian).
- 3.4 The rights and powers given to us under these nabtrade Global Market Trading Terms and Conditions extend to any Service Provider appointed by us as if references in these nabtrade Global Market Trading Terms and

Conditions (other than in this clause 3.4) to us were also references to that Service Provider.

#### **4. Trading in International Securities**

- 4.1 We'll only permit trading in International Securities where you have sufficient cleared funds, or a transaction has been entered into where cleared funds will be available at the time of settlement and/or the relevant International Securities are held by a Custodian on your behalf.
- 4.2 If you request variation to or cancellation of an open order recorded by us, the order won't be varied or cancelled until we notify you that your request has been accepted.
- 4.3 You agree that you will be liable to pay the applicable market fees for your trades. We may aggregate your trades with other trades, which may result in reduced aggregate market fees payable by us, however you will still be required to pay the market fees which would have applied to your trade if the trade had remained a stand-alone trade.

#### **5. Rules of the Operator of an Available Exchange**

- 5.1 If you trade in International Securities you'll be bound by the procedures, rules, customs, usages and practices of the operator of the relevant Available Exchange and the applicable laws of the relevant foreign jurisdiction.

You agree that in the event of an inconsistency between these nabtrade Global Market Trading Terms and Conditions and the procedures, rules, customs, usages and practices of the operator of the relevant Available Exchange and the applicable laws of the relevant foreign jurisdiction, the latter will prevail to the extent of the inconsistency.

- 5.2 In some circumstances we reserve the right to withdraw certain International Securities that we offer from trading for legitimate business, prudential or regulatory reasons. You acknowledge that in these circumstances we will sell your International Securities accordingly.
- 5.3 Where your International Securities are delisted, we will endeavour, where possible, to sell these securities and remit the net proceeds to you.

#### **6. Instructions**

- 6.1 You may give us orders or instructions in accordance with clause 20 of Part A. We'll use our reasonable endeavours to execute or arrange for the execution of your instructions. You agree we won't be responsible for any losses you may incur as a result of any delay or error in the transmission or execution of your orders, except to the extent of our fraud, negligence or misconduct, and you acknowledge that international time differences and timing of public holidays or other similar observances may lead to delays in receipt of instructions and execution by us.

- 6.2 Orders to buy or sell International Securities may only be valid for terms that we determine from time to time and within the maximum terms allowed on the relevant Available Exchange.

#### **7. Custodian**

- 7.1 Your International Securities and Currencies will be held by a Custodian (who may further engage a Sub-custodian). The Sub-custodian may in turn engage sub-sub-custodians. Legal ownership of your International Securities will be in the name of the Custodian or a relevant Sub-custodian or sub-sub-custodian. We will, on request, acknowledge the manner in which your International Securities are held. You'll retain beneficial ownership of your International Securities. The significance of this fact is as follows:
- a. your name won't appear on the share registry. The name of the relevant Custodian, Sub-custodian or sub-sub-custodian will appear instead
  - b. your International Securities aren't held by you separately but in an account with securities owned by other customers
  - c. as your name doesn't appear on the share registry, you won't receive notification of Corporate Actions, company announcements or share certificates from the International Listed Entity
  - d. your ability to participate in Corporate Actions is limited. Clause 9 sets out your rights in relation to Corporate Actions, and

- e. you cannot directly withdraw foreign currency balances from your nabtrade Global Market Trading Account.
- 7.2 You acknowledge that the identities of the Custodian or any Sub-custodian and the jurisdictions in which these entities are located, and their contact details, will be disclosed on our website.
- 7.3 You acknowledge that you will not assert any interest in International Securities or other products or cash in any way which will prevent a transfer of title.
- 7.4 Your money may be passed by us to a Service Provider. Your money may also be transferred to other persons such as an exchange or clearing house. Where such a person is located outside Australia, the legal and regulatory regime applying to such a person will be different from that of Australia and, in the event of failure of such a person, this money may be treated in a different manner from that which would apply if the money was held by such a person in Australia.
- 7.5 You agree that we reserve the right not to process all transfer requests for legitimate business, prudential or regulatory reasons, and where we do you are responsible for all associated fees, including additional processing fees.
- 8. Payments**
- 8.1 Any payment obligations incurred by you, or payments to which you're entitled, in relation to your International Securities will be incurred in the relevant Currency of those International Securities. You acknowledge that:
- a. where you incur a payment obligation in a Currency, you will need sufficient cleared funds in that Currency in accordance with clause 4.1 to meet your obligation. Subject to clause 12, you may enter into a Currency Conversion (either a Forward FX Transaction or a Spot FX Transaction) with NAB to exchange Australian dollars for the relevant Currency at a rate specified by NAB. NAB may charge a foreign currency spread or other fees in respect of such a Currency Conversion. See the NAB Financial Services Guide and the nabtrade Global Market Trading Product Disclosure Statement for further detail on these amounts.
- b. any cash payment to which you're entitled in relation to your International Securities and in accordance with these nabtrade Global Market Trading Terms and Conditions will be credited to your nabtrade Global Market Trading Account less any applicable fees, charges and withholding tax. You acknowledge that cash payments:
- for settlement of International Securities Transactions will be credited to your nabtrade Global Market Trading Account up to seven (7) Business Days after the date the payment is received by us, and
  - arising as a result of a Corporate Action will be credited to your nabtrade Global Market Trading Account up to 21 Business Days after the date the payment is received by us.
- 8.2 A nabtrade Global Market Trading Account may be held in our name or that of our Sub-custodian. Any such account will be denominated in the currency of the country in which you wish to deal and may be on the terms and conditions imposed by our Sub-custodian who holds a cash account on your behalf.
- 8.3 Where we take action to sell your International Securities on your behalf for legitimate business, prudential or regulatory reasons, you acknowledge that any losses are your responsibility.
- 8.4 Where you receive any profit from our processing errors you acknowledge that we can recover these proceeds from your nabtrade Cash Products and/or sell your International Securities to recover the proceeds.
- 9. Corporate Actions**
- 9.1 As the beneficial but not the legal owner of your International Securities, you won't be able to participate in Voluntary Corporate Actions and we won't accept any instructions on your behalf in relation to Voluntary Corporate Actions.
- 9.2 You're not entitled to exercise voting rights in relation to your International Securities or to attend any general meeting or any other meeting of the International Listed Entity.



- 9.3 All Mandatory Corporate Actions of an International Listed Entity in which you hold International Securities will be passed on to you.
- 9.4 You instruct us that your default election for Corporate Actions is to either receive cash or stock, in that order. We reserve the right to offer alternative elections on specific Corporate Actions at our discretion and we will process your instructions accordingly. Where we offer, and you elect to take, a non-default election, you acknowledge we may take actions consistent with that election as required.
- 9.5 We won't accept any instructions to submit an election in relation to a Mandatory Corporate Action with Choice on your behalf.
- 9.6 We reserve the right to take no action in relation to any Voluntary Corporate Action for legitimate business, prudential or regulatory reasons.
- 9.7 If as a result of a Mandatory Corporate Action you're entitled to a fraction of a security, we'll round that fraction down to the nearest whole number. If, as a result of the operation of this clause, we hold surplus securities, we may sell these securities and distribute the proceeds of the sale proportionally to clients (including you). We reserve the right to retain or sell fractional securities and not distribute them at our discretion, for legitimate business, prudential or regulatory reasons.
- 9.8 Any stock allocated to you arising as a result of a Corporate Action will be distributed to your nabtrade Global Market Trading Account up to 21 Business Days after the date the stock allocation is received by us.
- 9.9 We won't advise you of pending Corporate Actions. In relation to Mandatory Corporate Actions, we'll either credit your nabtrade Global Market Trading Account with the Currency and/or transfer the International Securities to your nabtrade Global Market Trading Account.
- 9.10 We aren't obliged to provide you with copies of annual reports or company announcements of an International Listed Entity in which you hold International Securities. You may request that we obtain copies of particular documents and if we're able to do so, such documents will be provided to you. We reserve the right to charge you our reasonable costs for the provision of such documents.
- 9.11 In the event of a rights issue, we will allocate the rights attributable to your International Securities to your International Trading Account. Generally, we will not accept your instructions to exercise a rights issue on your behalf, but may accept such instructions at our sole discretion and on a reasonable endeavours basis only. You may be able to transfer or sell your rights in a rights issue to another person or entity so long as the rights are renounceable and capable of being traded on the applicable Eligible Market.
- 9.12 Some Corporate Actions may have withholding tax applied. If there's an income element to the Corporate Action, withholding tax will be deducted:
- from your nabtrade Global Market Trading Account, or
  - your International Securities will be sold down to recover the withholding tax amount.
- 9.13 Your cash proceeds from Corporate Actions and dividends will be paid to you in Australian dollars. This may involve NAB performing a Currency Conversion on your behalf.
- 10. Foreign Compliance**
- 10.1 You authorise us to provide your personal details and details of your International Securities Transactions and Currency Conversions as required to comply with:
- any applicable local law, rule or regulation
  - an order from a statutory authority, operator of a financial market or court (including a judicial decision), or
  - the requirements of the International Listed Entity in which you hold or have held International Securities.
- 11. Taxation**
- 11.1 WealthHub Securities Limited is not a registered tax agent. As the taxation implications are complex and different from investing in Australian securities, you should seek advice from a registered tax agent to evaluate whether an investment in International



Securities is appropriate to your particular financial circumstances and to ascertain whether you're entitled to claim back any withholding taxes.

- 11.2 International Securities may attract withholding taxes on any income and cash dividends in some jurisdictions. All withholding tax is deducted in the applicable Currency of the jurisdiction in which the tax applies.
- 11.3 The Custodian, or its Sub-custodian, will withhold tax at the treaty rate applicable under the local laws.
- 11.4 For International Securities that are traded on an Available Exchange, we reserve the right not to make any application for reclaim at source. We recommend you consider how this may impact your particular financial circumstances.
- 11.5 We currently only allow Australian tax residents and non US Persons to purchase International Securities using our service. No foreign residents are permitted to trade or open a nabtrade Global Market Trading Account (including Australian Tax Residents that may also be foreign residents for tax purposes).
- All accounts must be entirely Australian tax resident owned, meaning no account opening will be completed where any trustees, beneficiaries or directors, or any other controlling persons are non- Australian tax residents.

- 11.6 If at any time you or any associated parties to your nabtrade Global Market Trading Account become non-Australian Tax residents, you must promptly notify and authorise us to sell your holdings and close your nabtrade Global Market Trading Account. Upon the disposal, we will return any proceeds to you.
- 11.7 In general, you will be liable for tax on foreign sourced income and will be required to include this information in your Australian tax return.
- 11.8 Under various double taxation treaties entered into between Australia and the applicable foreign jurisdiction, an amount of tax will be withheld in the countries of origin on any income repatriated offshore (to Australia). We do not support reclaims of tax withheld in each of these countries. We will inform you of how much tax was withheld so that you can provide the information to your tax agent.

## **12. Currency Conversions**

- 12.1 You acknowledge that we are not authorised under our Australian financial services licence to deal in foreign exchange contracts. You appoint NAB to execute any Currency Conversions relating to your trades in International Securities.
- 12.2 You agree that you'll bear the foreign exchange risks of a Currency Conversion, including but not limited to, the risks of cash held, or of interest or other income payments received, of expenses, taxation or other

liabilities incurred in Currencies other than Australian dollars and of exchange controls or other laws that may prohibit or impose costs on the Currency Conversion and that neither we nor NAB will be liable for any loss suffered by you as a result of a Currency Conversion or the timing of a Currency Conversion.

- 12.3 When you place an order, if you have elected for a Forward FX Transaction (which is the default position), then you agree to accept the indicative quote for the Currency Conversion. This indicative quote may include a "buffer" determined by NAB in its discretion to protect NAB against potential fluctuations in exchange rates between the time of placing of your international securities order and its execution. By using NAB's Currency Conversion service, you agree to exchange currencies at a rate, which may be different from the estimated rate, depending on market movements, and which includes NAB's fees, charges and margins for executing the Currency Conversion, but not the "buffer".
- 12.4 Cross-Currency transactions aren't supported. Any Currency Conversion must be made to/from Australian dollars.
- 12.5 You acknowledge that Currency Conversions to Australian dollars applied to dividends may incur a spread, and other fees and charges, which will be payable to NAB.

### 13. Representations and Warranties

13.1 You represent and warrant to us that:

- a. your use of the nabtrade Global Market Trading service will comply with all applicable laws, rules and regulations, all applicable policies and practices of securities exchanges and associations, alternative trading facilities, and regulatory or self-regulatory organisations (including their policies and procedures) applicable to the nabtrade Global Market Trading service;
- b. you're authorised to enter into these nabtrade Global Market Trading Terms and Conditions and you authorise us to act on your behalf in respect of Transactions;
- c. your International Securities are free of any security interest or encumbrance;
- d. you're an Australian resident for tax purposes;
- e. you're not a US citizen (or in the case of a company, a company incorporated in the US); and
- f. you have completed and provided any necessary tax declarations for each of the Available Exchanges you wish to trade on.

### 14. Acknowledgements

14.1 You agree that you're responsible for any investment or trading decisions made by you with respect to your nabtrade Global Market Trading Account and that we won't be responsible for determining the suitability,

appropriateness or advisability of any Transaction or Currency Conversion.

14.2 You acknowledge that:

- a. we don't offer or hold ourselves out as offering personal advice in relation to investing using the nabtrade Global Market Trading service. It's up to you to determine whether or not transacting in International Securities and Currency Conversions is appropriate for your circumstances, taking into consideration your own investment objectives, financial situation and particular needs. You're responsible for obtaining your own independent investment, legal and taxation advice in connection with trading in the nabtrade Global Market Trading service
- b. we don't guarantee the performance of any International Securities
- c. you'll only use the nabtrade Global Market Trading service and enter into Transactions for your own benefit and Account(s) and won't use the nabtrade Global Market Trading service on behalf of third parties (unless agreed with us). Where you act for a third party, you must promptly provide to us details of the identity, address, occupation and contact details of the person on whose behalf you used the nabtrade Global Market Trading service
- d. you won't use the nabtrade Global Market Trading service to effect transactions in International Securities of an International

Listed Entity, where you, or your affiliates, are that International Listed Entity (or a director of that International Listed Entity)

- e. the Transactions won't be subject to any rules of the ASX and you won't receive the benefit of coverage under the National Guarantee Fund or any equivalent fund operating in the jurisdiction of an Available Exchange
- f. no short selling of International Securities will be allowed. You must own the International Securities that you wish to sell (as evidenced by our records)
- g. any market data supplied by third parties and available via our Trading Site will be on a delayed basis. We won't be responsible for any loss due to delayed data
- h. orders will be on a 'Good For Day' and 'Order Limit' basis and will be purged if unfulfilled after the close of the trading day in each Available Exchange. If an order isn't executed on the relevant trading day and you wish to continue with it, you'll need to resubmit it on the next trading day
- i. while we'll take reasonable endeavours to ensure orders are placed to market as soon as possible, orders in respect of International Securities will generally take longer to put to an Available Exchange than orders for domestic trading
- j. any Currency Conversion will be conducted with NAB at its current rates of dealing for such Currency Conversions

- k. we'll take all reasonable steps to ensure a counterparty meets its settlement obligations. However, in the unlikely event it doesn't, the order will be unwound and you'll be reimbursed in Currency or your International Securities will be returned to you, as the case may be. We won't be liable for any loss you may suffer as a result of any such failed settlement and any subsequent transactions affected by such a failure (except to the extent the loss results from or is caused by our fraud, negligence or misconduct)
- l. under the rules of the operator of each Available Exchanges, an operator has the power to cancel or amend an order. Similarly we, and any Service Provider undertaking execution services on our behalf, may cancel or amend an order in reliance upon the rules of an Available Exchange, and
- m. we may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any such law or regulation.
- 15. Substantial Holding Disclosure**
- 15.1 There may be substantial holding disclosure obligations in relevant foreign jurisdictions in respect of your ownership of International Securities. You acknowledge that you are responsible for making any substantial shareholding disclosures or notifications as required under the relevant laws applicable to the International Securities. We do not provide
- advice on your obligations to make such disclosures and you should obtain independent advice.
- 15.2 You agree to notify us if you are, or will become as a result of a Transaction, subject to a substantial shareholder disclosure or notification in respect of an International Listed Entity in which you hold International Securities.
- 16. Compliance with foreign laws (including Sanctions)**
- 16.1 Without limiting our rights under clauses 22 to 24 of Part A, you agree that we may delay, block or refuse to process any Transaction and suspend or terminate the nabtrade Global Market Trading service without incurring any liability (except to the extent of our fraud, negligence or misconduct) if we reasonably believe that a Transaction:
- a. may breach any laws or regulations in any country
- b. involves any person that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by Australia or any other country, or
- c. may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- 16.2 You must provide all information to us which we reasonably require to adhere to foreign jurisdictional requirements in order to manage money-laundering or terrorism
- financing and economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country. You agree that we may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any such law or regulation.
- 16.3 You declare and undertake that to the best of your knowledge the processing of any Transaction by us in accordance with your instructions won't breach any laws or regulations in any country.
- 17. Fees and Charges**
- 17.1 You agree to pay such fees for the provision and use of the nabtrade Global Market Trading service as can be found in the nabtrade Financial Services Guide. You agree to pay us by way of deduction from a cash account held on your behalf at the rates and Currency notified by us.
- 17.2 We reserve the right to charge you for any fees, taxes and levies that are charged on any Transactions in any jurisdiction including, without limitation, a custody fee which we may charge you to recoup fees and charges from the Custodian.
- 17.3 You agree that if you fail to pay any amount due and payable under these nabtrade Global Market Trading Terms and Conditions, we may, without giving you notice, combine or set off the whole or any part of your Account or a cash account held on your behalf to pay any outstanding debt you may have with us or if there are

insufficient funds in any of these accounts and where we have exhausted other avenues, any other account held with NAB. If we need to do this we'll notify you promptly after doing so. We may also sell or dispose of any International Securities under our control or the control of our Sub-custodian and apply the proceeds to pay any outstanding debt you may have with us. [We would take this action prior to combining any other accounts held with NAB.] You will be liable for any shortfall or entitled to any surplus proceeds and you agree to bear the foreign exchange risks associated with any such application of cash. We are not responsible for any tax implications, losses or gains.

17.4 To avoid us having to transfer money from another account or sell or dispose of any International Securities, you should ensure you have sufficient funds available to pay any amount due and payable under these nabtrade Global Market Trading Terms and Conditions.

17.5 We will only exercise our rights under this clause 17 fairly and reasonably. In particular, we are not required to combine or set-off accounts held with NAB (including where there is a joint account). For accounts held with NAB, we will have regard to any dispute between joint account holders or any circumstances of financial hardship of which NAB is aware when considering whether to combine or set-off accounts under this clause.

## 18. Confirmations

18.1 You agree that if we issue you with a confirmation of Transactions, it constitutes evidence of the Transaction unless it includes an error. Where you have information to show there's an error, you must bring this to our attention, as soon as reasonably possible, so that it can be corrected. The amended confirmation will be evidence of the matters set out in it.

## 19. Variation and Termination

19.1 Subject to clause 19.2 below and clause 30 of Part A, we can vary these nabtrade Global Market Trading Terms and Conditions and the nabtrade Global Market Trading Terms and Conditions and the nabtrade Global Market Trading service for legitimate business, prudential or regulatory reasons. If we reasonably believe the change is unfavourable to you, we will give 30 days' prior notice to you. Your continued use of that Service is an acceptance of the variation, and each amendment or variation is to be read as a separately expressed right. If you do not want to accept the variation, you can terminate this agreement under this clause 19.

19.2 A variation may not be notified to you in advance (or we may provide less notice), and will take effect when you first use that new or varied Service, where:

a. the variation of these terms and conditions is required to comply with the Rules and any applicable law

b. it is reasonable for us to give less notice to manage a material and immediate risk (for example, to restore or maintain the security of your Service or your Accounts).

19.3 We may terminate your access to this nabtrade Global Market Trading service and terminate these nabtrade Global Market Trading Terms and Conditions:

a. without prior notice where it is reasonably necessary to manage any risk, including the risk of an anticipated breach of law or to prevent potentially fraudulent activity or a scam (and if appropriate, we will provide a general reason doing so)

b. if we reasonably believe you've materially breached, or breached any material term of, these nabtrade Global Market Trading Terms and Conditions and/ or the nabtrade Client Agreement and such breach is not capable of remedy, or if it is, you do not rectify that failure within five Business Days' from the date we notify you of the breach

c. for the reasons set out in clause 24.2 of Part A

d. immediately if you cease to be an Australian resident for tax purposes or become a US citizen for tax purposes, or

e. should your usage constitute a material breach of these nabtrade Global Market Trading Terms and Conditions (and such breach is not capable of remedy, or if it is, you do not rectify that failure within five Business Days' from the date we notify you of the breach) or otherwise be considered by us in

our discretion to be unreasonable for legitimate business, prudential or regulatory reasons.

- 19.4 Either party may terminate your access to the nabtrade Global Market Trading service and terminate these nabtrade Global Market Trading Terms and Conditions by giving at least five Business Days' prior written notice to the other party.
- 19.5 If you're one or more natural persons:
- a. your rights under these nabtrade Global Market Trading Terms and Conditions will terminate on your death (or the death of the remaining party) without prejudice to any rights or obligations of the parties which have accrued before that time, and
  - b. after receiving notice of your death (or the death of the survivor of you if there's more than one of you) we'll initiate a transfer of your International Securities and Currency as directed by your legal personal representative or executor.
- 19.6 Termination of the nabtrade Global Market Trading service and these nabtrade Global Market Trading Terms and Conditions will be without prejudice to any rights of the parties existing at the date of termination. On termination, we agree to take all reasonable steps to vest control of your nabtrade Global Market Trading Account in you (or as you direct in writing), subject to payment by you of all outstanding charges and expenses.

- 19.7 If we terminate your access to this nabtrade Global Market Trading service under this clause, we will close your nabtrade Global Market Trading Account and either dispose of any International Securities and Currency or, if you provide appropriate instructions in a form acceptable to us in a reasonable time and pay any associated costs and other outstanding amounts, we may transfer your International Securities and Currency to an account nominated by you. If we dispose of your holdings, you will receive proceeds of the disposal, less any outstanding fees.

## 20. Waiver

- 20.1 Except as specifically permitted in these nabtrade Global Market Trading Terms and Conditions, no provision of these nabtrade Global Market Trading Terms and Conditions can be, nor deemed to be, waived, altered, modified or amended unless agreed to in writing or electronically.

## 21. Force Majeure

- 21.1 If a force majeure affects a particular Available Exchange, we may suspend Transactions in relation to International Securities that are traded on that Available Exchange by giving notice in writing to you or electronically and/or we may withdraw that particular Available Exchange.

- 21.2 If a force majeure occurs in Australia, we may suspend the nabtrade Global Market Trading service by giving notice in writing to you or electronically. If suspension of the nabtrade Global Market Trading service is for more than a month, we may terminate your access to the nabtrade Global Market Trading service.

## 22. Margin Lending

- 22.1 Where you enter into a Margin Lending Agreement, notwithstanding any other terms of the nabtrade Client Agreement, you authorise and direct us to procure the Custodian to:
- a. create a Margin Loan Account in respect of your assets that are to be held subject to a security interest under the terms of the Margin Lending Agreement and to permit a security interest to be granted over your assets held from time to time in the Margin Loan Account,
  - b. subject to obtaining any necessary prior approvals from the Margin Lender, draw loan funds under the Margin Lending Agreement, to:
    - acquire assets to be held on your behalf in your Margin Loan Account in accordance with instructions from you, or
    - pay any amount owing,
  - c. act on any instructions given by you or to act in accordance with the terms of the nabtrade Client Agreement (including after receipt of a notice of termination under the Margin Lending Agreement) to deal in the secured assets (for the



- purposes of this clause, whether by way of sale, transfer or other disposal) in your Margin Loan Account only with the prior approval of the Margin Lender, and
- d. act on instructions from the Margin Lender (notwithstanding any contrary, or the absence of any, instructions from you or contrary terms under the nabtrade Client Agreement), to:
- deal in the secured assets in your Margin Loan Account, and
  - pay to the Margin Lender or otherwise at the Margin Lender's direction:
    - i. the proceeds of any dealing in secured assets, and
    - ii. any dividends, distributions, income or other amounts payable to you in respect of secured assets.
- 22.2 You acknowledge and agree that where you have entered into a Margin Lending Agreement, to the maximum extent permitted by law, neither we nor our employees or agents are (except to the extent of our fraud, negligence or misconduct):
- a. liable for any losses, damages, costs or expenses, caused to you if we or our employees or agents, in good faith, act on the instructions of the relevant Margin Lender or refuse to act on your instructions if such instructions are contrary to instructions given by the Margin Lender or where no approval has been provided by the Margin Lender, or
- b. obliged to consider whether an instruction given to us or our employees or agents by a relevant Margin Lender or which reasonably appears to be given by a Margin Lender is permitted or lawfully given within the terms of the Margin Lending Agreement.
- 23. Security Interest**
- 23.1 We are prohibited from taking or granting any charge, mortgage, lien or other encumbrance over, or in relation to, your International Securities or Currencies held by us as Custodian (or any Sub-custodian or sub-sub-custodian), other than:
- a. for expenses and outlays made within the terms of these nabtrade Global Market Trading Terms and Conditions (other than our unpaid fees); or
- b. in accordance with your written instructions (including without limitation in respect of margin lending arrangements as described in clause 22).
- 24. Records**
- 24.1 Records in respect of your International Securities or Currencies held by us as Custodian (or any Sub-custodian or sub-sub-custodian), including any associated transactions, will be retained by the relevant entity holding the International Securities or Currencies.
- 24.2 We will ensure that the relevant entity holding your International Securities or Currencies will conduct appropriately regular verifications and reconciliations in respect of your International Securities or Currencies.
- 24.3 We will report to you in respect of your International Securities or Currencies as required by law. You can obtain information about your International Securities or Currencies at any time by accessing the Trading Site or contacting us.
- 25. Liability**
- 25.1 Notwithstanding anything in clause 21 of Part A and subject to clause 25.2, we will be liable to you if you suffer loss in respect of your International Securities or Currencies due to a failure by us acting as Custodian, or any Sub-custodian or sub-sub-custodian, to comply with our duties under these nabtrade Global Market Trading Terms and Conditions, or to observe reasonable standards generally applied by providers of custodial or depository services for holding International Securities or Currencies.
- 25.2 Clause 25.1 will not apply where any loss arises from the insolvency of a Sub-custodian or sub-sub-custodian in circumstances where we have taken reasonable care in engaging and monitoring compliance by that entity.



## 26. Confidentiality

26.1 Subject to any disclosures you have agreed to in these nabtrade Global Market Trading Terms and Conditions, we will keep any of your confidential information confidential, apart from any disclosure to ASIC or as permitted by law.

## 27. Contact us

27.1 Authorised Persons can't access your nabtrade Global Market Trading Account.

27.2 You can contact us at:

**By phone** Full support on  
13 13 80.

For more information about our opening hours visit [nabtrade.com.au](http://nabtrade.com.au)

**By mail** nabtrade  
GPO Box 4545  
Melbourne VIC 3001

**Online** [nabtrade.com.au](http://nabtrade.com.au)

# Part H: Definitions and interpretations

## 1. Interpretation

1.1 Unless the context requires otherwise, in the nabtrade Client Agreement:

- a. words expressed in one gender include both genders
- b. words expressed in the singular include the plural and vice versa
- c. words implying natural persons include partnerships, bodies corporate, associations and public authorities
- d. except as otherwise defined in these terms and conditions, all terms used are defined in the Rules and the Corporations Act 2001 (Cth) and have the meaning given in the Rules or the Corporations Act 2001 (Cth)
- e. a reference to a document or agreement, including the nabtrade Client Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time
- f. a reference to a party includes the party's administrators, successors and permitted assignors
- g. a reference to dollars or \$ is a reference to Australian currency
- h. the meaning of general words isn't limited by specific examples introduced by 'including', 'for example', 'such as' and similar expressions, and
- i. references to statutes and other laws, are taken to refer to amendments of those statutes or laws. This means that if statutes and other laws are amended during the course of these terms and conditions, those amended laws will be the relevant laws that must be complied with during the course of this agreement.

## 2. Definitions

2.1 In the nabtrade Client Agreement, the following definitions apply, unless the context requires otherwise:

Term	Definition
Account	An account can be any one of the following: <ul style="list-style-type: none"> <li>• an account opened in your name, or nominated by you and approved by us, or if there are (or will be) several accounts in your name, all accounts jointly and severally</li> <li>• a Trading Account</li> <li>• a nabtrade Global Market Trading Account</li> <li>• a Cash Account</li> <li>• a High Interest Account, or</li> <li>• a Service Account.</li> </ul>
Additional Services	Products and Services that you agree (either expressly or by conduct) to accept from WealthHub Securities in addition to the core products and services covered by the nabtrade Client Agreement. This may include but isn't limited to: Exchange Traded Options, Warrants and Partly Paid Securities.
AEST	Australian Eastern Standard Time (includes Australian Eastern Daylight Time (AEDT)).
Alert Credit	Points that are purchased or given to you at no charge by WealthHub Securities. Each alert credit allows: <ul style="list-style-type: none"> <li>• you to access our Market Alert Service, and</li> <li>• one alert to be forwarded to you by your chosen method of delivery, SMS, email, on screen through the Trading Site or any combination of these.</li> </ul>

Term	Definition
Application form	Any approved application form required for: <ul style="list-style-type: none"> <li>• opening an Account, or</li> <li>• the Services with WealthHub Securities.</li> </ul>
Approved Market Operator	A Market Operator approved by ASX Settlement as an Approved Market Operator and specified in the Rules.
ASIC	Australian Securities & Investments Commission.
ASIC Market Integrity Rules	Means any or all of: <ul style="list-style-type: none"> <li>• ASIC Market Integrity Rules (Securities Markets) 2017, and</li> <li>• ASIC Market Integrity Rules (Capital) 2021, as amended from time to time.</li> </ul>
ASX	Australian Securities Exchange operated by the Australian Securities Exchange Limited ACN 008 624 691.
ASX Clear	ASX Clear Pty Limited ACN 001 314 503.
ASX Clear Operating Rules	The operating Rules made by ASX Clear as in force from time to time.
ASX Group Rules	Means as applicable, the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules and the ASX Settlement Operating Rules.
ASX Operating Rules	The Rules regulating the Market for products operated by the ASX.
ASX Settlement	ASX Settlement Pty Limited ACN 008 504 532.
ASX Settlement Operating Rules	Operating Rules made by ASX Settlement.
Australian Resident	A Person who is a resident of Australia for the purposes of the Income Tax Assessment Act 1936 (Cth).
Authorised Person	A Person authorised to represent the Account holder in accordance with these terms and conditions.
Available Exchange	An exchange other than the Australian Securities Exchange (ASX) or Cboe Australia (Cboe) that is made available by us from time to time as being an exchange on which we'll execute or arrange for the execution of trades in accordance with the nabtrade Global Market Trading Terms and Conditions. The list of Available Exchanges can be viewed at <b>nabtrade.com.au</b>
Banking Code of Practice or Code	The Banking Code of Practice (the Code) sets out the standards of practice and service in the Australian banking industry for individual and small business customers, and their guarantors as published by the Australian Banking Association from time to time.
Banking Day	Means a day other than a Saturday, Sunday or a day gazetted as a public holiday throughout Australia.
Bankruptcy	As defined in the ASX Settlement Operating Rules.
Base Rate	NAB Equity Lending's published variable rate for loans of less than \$250,000.

<b>Term</b>	<b>Definition</b>
Business Day	For all parts of the nabtrade Client Agreement, a day other than: <ul style="list-style-type: none"> <li>• Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and</li> <li>• any other day that ASX and/or CboeAustralia as the case may be declares and publishes is not a Business Day, or a gazetted public holiday.</li> </ul>
Cash Account	The cash account issued by NAB.
Cash Products	A Cash Account or High Interest Account issued by NAB.
CHESS	Clearing House Electronic Subregister System.
CHESS Holding	An uncertificated holding of Financial Products on CHESS for that class of Financial Products maintained by ASX Settlement.
CHESS Sponsorship Agreement	CHESS sponsorship terms and conditions set out in Part E of the nabtrade Client Agreement.
Cboe Australia	Chi-X Australia Pty Ltd ACN 129 584 667
CCboe Australia Operating Rules	The Rules regulating the Market for products operated by Cboe Australia.
Clearing Holding	A clearing holding as defined in the ASX Settlement Operating Rules
Clearing Participant	As defined in the ASX Operating Rules.
Conditional Order	An instruction to place an order for a Financial Product using a predefined list of criteria. Once those pre-defined conditions are triggered, the order is automatically entered into the market. A Conditional Order is also known as a Contingent Order.
Confirmation	The confirmation note WealthHub Securities sends you on execution or partial execution of a Transaction.
Controlling Participant	Prescribed by the ASX Settlement Operating Rules as in force from time to time.
Conversion	A movement of Financial Products from a holding to another on one subregister for that class of Financial Products maintained by ASX Settlement.
Corporate Action	Means an action taken by a public company that has a direct effect on the holdings of its stakeholders.
Criteria	Means a combination of data provided to WealthHub Securities relating to a Financial Product, including the ASX code, a quantity, price and action to be taken with that Financial Product.
Currency	A form of money which is tradeable on the foreign exchange market. Can be Australian dollars or as otherwise stated.
Currency Conversion	The sale or purchase of Currency with NAB by you in accordance with your instructions as contemplated by the nabtrade Global Market Trading Terms and Conditions.
Custodian	WealthHub Securities Limited.
ePayments Code	ePayments Code issued by ASIC and subscribed to by NAB on 20 March 2013

<b>Term</b>	<b>Definition</b>
Eligible NAB Accounts	For full details of eligible accounts, visit the Trading Site.
Fees and Charges	A fee and/or charge as set out: <ul style="list-style-type: none"> <li>• in the nabtrade Client Agreement</li> <li>• in the nabtrade Financial Services Guide</li> <li>• in the Rules including fail fees prescribed by the Rules</li> <li>• in the Schedule of Fees and interest rates payable on Cash Products, and</li> <li>• on the Trading Site for any Service, as amended from time to time and made available to you on the Trading Site.</li> </ul>
Financial Products	As defined in the Corporations Act 2001 (Cth).
Forward FX Transaction	A transaction that allows you to exchange one currency for another at a specified exchange rate, for a specified amount, for delivery on a specified date in the future, linked to the settlement date of an underlying International Securities transaction.
GST	As defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Guarantor	As defined in the ASIC ASX Operating Rules.
HIN	Holder Identification Number.
High Interest Account	High interest account issued by NAB.
Holder Record	The name and address details of the client, the HIN and the Holder Type (as defined by the Rules) as recorded by ASX Settlement in CHESS for the purpose of operating one or more CHESS Holdings.
Holder Record Lock	A facility that prevents Financial Products from being deducted from a Sponsored Holding in relation to a Transfer or Conversion.
Information	Information and data periodically provided by WealthHub Securities and Service Providers, including but not limited to data derived from the manipulation of any part of the information. This may include Account information, market information, news, updates, analyses, notifications, data and research materials relating to financial Services and products.
International Listed Entity	An entity that issues or makes available International Securities.
International Securities	Approved securities listed on an Available Exchange and includes but is not limited to stocks and shares (excluding partly paid securities). The list of International Securities can be provided upon request.
Investment Cap	The Investment Cap is a limit to the level of investment that a person can make.
Limit Orders	In a limit order, you set the minimum price you'll accept for a sell order or the maximum price you'll pay for a buy order. A limit order can be amended or cancelled, provided it hasn't already been executed. WealthHub Securities can reject a limit order, without any advice to you, if we consider the limit price to be too far away from the prevailing market price of that stock. If WealthHub Securities doesn't accept your order, WealthHub Securities will use reasonable efforts to advise you as soon as possible after the decision is made.

<b>Term</b>	<b>Definition</b>
Mandatory Corporate Action	A Corporate Action which isn't discretionary and affects all shareholders of relevant International Securities. Mandatory Corporate Actions include but aren't limited to cash dividends, capital repayments, stock splits, bonus issues, capital reconstructions, take overs, redemptions/off market buy backs and mergers.
Mandatory Corporate Action with Choice	A Mandatory Corporate Action which provides you with a choice of alternative options.
Margin Lender	The authorised margin lender under the terms of the Margin Lending Agreement.
Margin Lending Agreement	The margin lending agreement between you and any authorised margin lender and, where you are a guarantor of a margin loan provided under a Margin Lending Facility where the loan has been provided to a third party borrower, it includes the guarantee and security you provide to the relevant authorised margin lender.
Margin Loan Account	An account or sub-account opened by NAB or the Custodian for you under the nabtrade Client Agreement for the purposes of holding your assets to be secured under a Margin Lending Agreement.
Margin Lending Facility	A margin lending facility provided by the Margin Lender and linked to the Services on the terms of the Margin Lending Agreement.
Market	The market operated by the Market Operator under Australian Market Licence (Australian Securities Exchange Limited) 2002.
Market Alerts Service	The level of alert services you elect to receive as part of the Services, and any other market alerts that are nominated by WealthHub Securities, and including conditional orders market alerts (where applicable).
Market Operator	As defined in the ASIC Market Integrity Rules.
Market Orders	In a market order, you instruct WealthHub Securities to buy or sell securities at the best price available. Where you're buying the security, it's the best ask price. If you're selling the security, it's the best bid price. If there aren't enough securities to complete your order, then the order will remain at the limit price it was entered at.
Market Participants	As defined in the ASIC Market Integrity Rules.
National Australia Bank or NAB	National Australia Bank Limited ABN 12 004 044 937, AFSL No. 230686, including its directors, officers, employees, agents and representatives.
nabtrade	A registered trademark of NAB and the brand under which the nabtrade Service is provided.



Term	Definition
nabtrade Client Agreement	<ul style="list-style-type: none"> <li>• For Parts A to E and G to H, the nabtrade Client Agreement is the agreement formed when WealthHub Securities accepts your application for an Account (subject to the relevant terms and conditions, Application Forms and any additional parts).</li> <li>• For Part F and H in relation to the Cash Products, it's the agreement between you and National Australia Bank Limited ABN 12 004 044 937, AFSL No. 230686.</li> <li>• For Part G, the nabtrade Client Agreement is the agreement formed when WealthHub Securities accepts your application for a nabtrade Global Market Trading Account (subject to the relevant nabtrade Global Market Trading Terms and Conditions, Application Forms and any additional parts).</li> <li>• Part H defines the terms used throughout the nabtrade Client Agreement.</li> <li>• Part I contains the NAB Privacy Notification.</li> </ul>
nabtrade Financial Services Guide	The Financial Services Guide prepared by WealthHub Securities in accordance with section 941A of the Corporations Act 2001 (Cth).
nabtrade Global Market Trading Account	All Currency and International Securities held by us, or our Sub-custodian, on your behalf under this agreement
nabtrade Global Market Trading service	<p>A registered trademark of National Australia Bank Limited and the brand under which nabtrade Global Market Trading services are provided.</p> <p>The nabtrade Global Market Trading service is provided by WealthHub Securities in its capacity as the issuer and custodian for the nominee and custody service.</p>
Partly Paid Security	Securities for which only part of the capital amount and any premium due has been paid. The outstanding amounts are payable at a time chosen by the company issuing the securities.
Participant	A participant of the ASX and/or Cboe Australia as the case may be.
Participant Sponsorship Agreement	As defined in the ASX Settlement Operating Rules.
Person	An individual, joint account holder, a company, a trustee or a body corporate.
Primary Contact	The Person nominated in the Application Form as the primary contact.
Principal	As defined in the ASIC Market Integrity Rules.
Product Disclosure Statement or PDS	This is a document that describes a Financial Product or Service, including the associated features, benefits, cost and risks.
Rules	<p>Any or all of:</p> <ul style="list-style-type: none"> <li>• the ASX Group Rules</li> <li>• the ASX Operating Rules</li> <li>• the Cboe Australia Operating Rules</li> <li>• the ASX Settlement Operating Rules</li> <li>• the ASX Clear Operating Rules</li> <li>• the ASIC Market Integrity Rules, and</li> <li>• any other applicable law.</li> </ul>

<b>Term</b>	<b>Definition</b>
Schedule of Fees	Outlines the fees and charges applicable to the Cash Products.
Scheduled Time	The time within (or by) which a requirement must be complied with, under the ASX Settlement Operating Rules, as specified in Appendix I to the ASX Settlement Operating Rules.
Security Identifier	Any or all of the following (as the context requires): <ul style="list-style-type: none"> <li>• passwords</li> <li>• PIN</li> <li>• codes</li> <li>• secret questions</li> <li>• any other unique identifier, or</li> <li>• any other means of proving the identity and authority of you or your Authorised Persons, as established by WealthHub Securities.</li> </ul>
Service	Any or all of the following services, whether accessed through the Trading Site, Telephone Service or any other service or Service Provider: <ul style="list-style-type: none"> <li>• information, trading and settlement services provided by WealthHub Securities including entering and executing Financial Product Transactions on your behalf</li> <li>• Service Levels, Subscriptions and Alert Credits</li> <li>• Cash Products issued by NAB and administered by WealthHub Securities</li> <li>• financial services as defined under the Corporations Act 2001 (Cth), and</li> <li>• other services, including Additional Services, WealthHub Securities agrees with you and provides in relation to your Account.</li> </ul>
Service Account	A service account is used to manage any Fees and Charges associated with your access to the Services, including any Additional Services.
Service Levels	A defined level of Services that you: <ul style="list-style-type: none"> <li>• elect to receive, or</li> <li>• qualify for as well as any other Services that are nominated by WealthHub Securities.</li> </ul>
Service Provider	The related or non-related service provider nominated by WealthHub Securities and NAB to provide the Services (where applicable). This can include WealthHub Securities, a related entity in the NAB Group of Companies or any third-party Service Provider. A service provider may have its own set of terms and conditions. Where possible WealthHub Securities will direct you to the terms and conditions that apply.
Settlement Participant	As defined in the ASX Settlement Operating Rules.
SMS	Short Message Service.
Source Holding	Means the holdings from which Financial Products will be deducted, in giving effect to a Transfer, Conversion, corporate action or other transaction.
Sponsored Holding	Your CHESS Holding, identified by a HIN.

Term	Definition
Spot FX Transaction	A transaction that allows you to exchange one currency for another at a specified exchange rate, for a specified amount, for delivery on a date generally two business days after the trade date.
STP	Straight Through Processing.
Sub-custodian	A sub-custodian appointed by us to safe-keep and maintain your Currency and International Securities. We have appointed HSBC Bank Australia Limited ABN 48 006 434 162 as the Sub-custodian for the nabtrade Global Market Trading service.
Subposition	A facility in CHESS by which: <ul style="list-style-type: none"> <li>• activity in relation to Financial Products in a CHESS Holding may be restricted, and</li> <li>• access to those Financial Products for limited purposes may be given to a CHESS Participant other than WealthHub Securities.</li> </ul>
Subscriptions	Additional Services you may elect to pay for and receive on a periodical basis as part of the Service Levels and any other subscriptions nominated by WealthHub Securities (including the Market Alerts Service).
Telephone Service	The telephone service accessed on 13 13 80 or any other number WealthHub Securities nominates. <b>For more information about our opening hours visit <a href="http://nabtrade.com.au">nabtrade.com.au</a></b>
Trading Account	The trading account issued by WealthHub Securities.
Trading Account Number	The unique identifier of your Trading Account.
Trading Site	Any or all of: <ul style="list-style-type: none"> <li>• the website, located at <a href="http://nabtrade.com.au">nabtrade.com.au</a></li> <li>• any other related website operated by or for NAB</li> <li>• any other website WealthHub Securities provides you with or tells you about, and</li> <li>• where relevant, any other application WealthHub Securities provides you with or tells you about in relation to the Services.</li> </ul>
Transaction	<ul style="list-style-type: none"> <li>• For all other parts of the nabtrade Client Agreement, a Financial Product transaction that you've asked WealthHub Securities to arrange for you.</li> <li>• For Part F – Cash Products terms and conditions, your Cash Product transactions that you've asked NAB to arrange for you.</li> <li>• For Part G – nabtrade Global Market Trading service, the sale or purchase of International Securities by us in accordance with your instructions and the nabtrade Global Market Trading Terms and Conditions.</li> </ul>
Transfer	A transfer of Financial Products from: <ul style="list-style-type: none"> <li>• a CHESS Holding to any other holding, and</li> <li>• any holding to a CHESS Holding.</li> </ul>
Trigger	Means the criteria specified by you when a Conditional Order instruction is given to WealthHub Securities.

Term	Definition
Triggered Order	Means the order that is created and sent to WealthHub Securities once the criteria of your Conditional Order has been met and vetted.
us, we, our	For: <ul style="list-style-type: none"> <li>• Part F — Cash Products terms and conditions: NAB, and</li> <li>• all other parts of the nabtrade Client Agreement: WealthHub Securities.</li> </ul>
User Level	Any Person's access to an Account by you or an Authorised Person.
Voluntary Corporate Action	A Corporate Action which is discretionary. That is, a shareholder may elect to participate in the Corporate Action. If the shareholder doesn't respond to the International Listed Entity in relation to the Corporate Action within the nominated timeframe, the shareholder won't be able to participate and will get the International Listed Entity's default Corporate Action election. Voluntary Corporate Actions may include partial take overs, share purchase plans, shareholder benefit plans and dividend reinvestment plans.
Warrant	As defined in the ASX Operating Rules.
Warrant Issuer	As defined in the ASX Operating Rules.
WealthHub Securities	WealthHub Securities Limited ABN 83 089 718 249 and AFSL No. 230704, including its directors, officers, employees, agents and representatives.
Withdrawal Instructions	Oral or written instructions you give WealthHub Securities to withdraw Financial Products from the Sponsored Holding, including: <ul style="list-style-type: none"> <li>• for Conversion of Financial Products in a Sponsored Holding to any other mode of holding</li> <li>• to initiate a change of sponsorship for the Financial Products</li> <li>• to endorse or initiate an Off-Market Transfer (being the movement of securities from one Trading Account to another) of the Financial Products, or</li> <li>• to accept a takeover offer for the Financial Products on your behalf.</li> </ul>
You or your	The Person(s) named as applicant on the Application Form. This is the Person to which WealthHub Securities provides the Services through the Trading Site and, where relevant, includes the Authorised Person.  If the applicant is a company or body corporate, the meaning of 'you' and 'your' extends to include the directors and officers of the company.

# Part I: NAB Privacy Notification

In all parts of the nabtrade Client Agreement, the following applies to your Privacy.

## 1. Privacy statement — nabtrade Service

1.1 The nabtrade Service consists of the information, trading and settlement service provided to you by us (and any Service Provider we nominate), including the Cash Products.

To provide the nabtrade Services, we collect and keep information about you, including:

- a. the information on your Application Form
- b. the Services you use (or have used in the past, if you're an existing client)
- c. your Security Identifiers, and
- d. how you use the Services.

1.2 We also collect and keep any changes to this information and exchange it with Service Providers (where applicable).

1.3 You agree that this information may be:

- a. collected by or made available by us to our agents or subcontractors, a Service Provider, NAB and any regulatory authority or financial market (Recipients)
- b. used by any of our related bodies corporate and Service Providers (or exchanged between the Recipients) for:
  - administering the Service
  - complying with regulatory obligations

- providing you with information about the Service, including new features and functionality, and associated services
- exercising rights or performing obligations in connection with the Service
- research, planning, product development, risk assessment and modelling, and

c. used by us and our related bodies corporate for marketing (direct and all other kinds), unless you tell us not to.

This information may include your personal information.

## 2. Privacy Statement — National Australia Bank (NAB) Privacy Notification

### Privacy Notification

This notification covers National Australia Bank Ltd ABN 12 004 044 937 and its related companies (the 'Group'). It includes all the banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations in the

Group. We are grateful for the trust and confidence you have in us to safeguard your privacy. The notification tells you how we collect your information, what we use it for and who we share it with. It also points out some key features of our Privacy Policy available at [www.nab.com.au/privacy](http://www.nab.com.au/privacy).

By providing personal information to us, you consent to the collection, use and disclosure of your information in accordance with this Notification and any other arrangements that apply between us.

## How we collect information from you

We'll collect your personal information from you directly whenever we can, for example when you fill out a form with us, when you've given us a call, used our websites (including via cookies) or mobile applications (including collection of information about your use of technology when you access these services, such as location data and information about how you use your devices) or dropped into one of our branches. (See our Cookies Policy [www.nab.com.au/cookies](http://www.nab.com.au/cookies) for more information). Sometimes we collect your personal information from third parties. You may not be aware that we have done so. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

## How we collect your information from other sources

Sometimes we collect information about you from other sources. We may collect information about you that is publicly available (for example from public registers or social media), or made available by third parties. We do this where:

- we distribute or arrange products on behalf of others, including our business partners;
- we can't get hold of you and need to update your contact details;
- we need information from third parties about an application you make through us;
- we need information for fraud detection and prevention purposes;
- we are checking the security you are

offering;

- we can learn insight about your financial needs, such as through property information;
- you have consented to third parties sharing it with us, such as organisations we have loyalty programs with or we sponsor;
- at your request, we exchange information with your legal or financial advisers or other representatives.

We may use or disclose information about you in order to combine the information that we hold with information collected from or held by external sources.

### When the law authorises or requires us to collect information

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and tax law, which require us to collect personal information.

For example, we require personal information to verify your identity under Commonwealth Anti-Money Laundering law.

NAB believes that by applying for this account, you're not a US citizen or tax resident. If you are a US citizen or tax resident, you'll need to advise NAB by calling 1300 550 316 between 9am and 5pm (AEST/AEDT) Monday to Friday.

### How we use your information

We use your information to provide you with the product or service you asked for, and for other purposes including:

- giving you information about a product or service including financial help, guidance and advice;
- considering whether you are eligible for a product or service, including identifying or verifying you or your authority to act on behalf of a customer;
- processing your application and providing you with a product or service;
- administering the product or service we provide you, which includes answering your requests and complaints, varying products and services, conducting market research, and managing our relevant product portfolios;
- telling you about other products or services that may be of interest to you, or running competitions and other promotions (this can be via email, telephone, SMS, iM, mail, or any other electronic means including via social networking forums), unless you tell us not to;
- identifying opportunities to improve our service to you and improving our service to you
- determining whether a beneficiary will be paid a benefit;
- assisting in arrangements with other organisations (such as loyalty program partners) in relation to a product or service we make available to you;
- allowing us to run our business and perform administrative and

operational tasks (such as training staff, risk management; developing and marketing products and services, undertaking planning, research and statistical analysis; and systems development and testing)

- preventing, detecting or investigating any fraud or crime, or any suspected fraud or crime;
- as required by law, regulation or codes binding us; and
- for any purpose for which you have given your consent.

You can let us know at any time if you no longer wish to receive direct marketing offers from the Group. We will process your request as soon as practicable. Where you have subscribed to something specific (like to hear from one of our sponsored organisations) then these subscriptions will be managed separately. If you no longer wish to receive these emails click the unsubscribe link included in the footer of our emails.

### How we use your credit information

In addition to the ways for using personal information mentioned above, we may also use your credit information to:

- enable a mortgage insurer or title insurer to assess the risk of providing insurance to us or to address our contractual arrangements with the insurer;
- assess whether to accept a guarantor or the risk of a guarantor being unable to meet their obligations;
- consider hardship requests; and
- assess whether to securitise loans and to arrange the securitising of loans.



### What happens if you don't provide your information to us?

If you don't provide your information to us, we may not be able to:

- provide you with the product or service you want;
- manage or administer your product or service;
- personalise your experience with us;
- verify your identity or protect against fraud; or
- let you know about other products or services from our Group that might better meet your financial, e-commerce and lifestyle needs.

### Sharing your information

We may share your information with other organisations for any purposes for which we use your information.

### Sharing with the Group

We may share your personal information with other Group members. This could depend on the product or service you have applied for and the Group member you are dealing with. Where appropriate we integrate the information we hold across the Group to provide us with a complete understanding of you and your needs, including giving you access to the Group or related products you hold via Internet Banking.

### IOOF is an alliance partner of NAB

- Under the alliance, NAB has agreed to refer NAB customers to IOOF for Financial Advice Services and Corporate Superannuation Services on an exclusive basis within a specified perimeter. NAB may receive

a referral fee for such referrals.

- Where a NAB customer that has been referred to IOOF requires banking services, IOOF will exclusively refer that customer back to NAB
- NAB is a preferred provider of specified services to IOOF which include:
  - Corporate Banking Services
  - Deposit Taking Services; and
  - Custody Services
- IOOF is a preferred provider of specified services to NAB which include:
  - Corporate Superannuation Services
- Parties may provide other services to each other on a non-preferred provider basis
- The agreement also provides for representation of NAB's Banking Products on IOOF's APLs
- The parties also agree to work together on certain projects.

### Sharing with MLC Limited

NAB acts for MLC Limited ABN 90 000 000 402 (described as MLC Life Insurance) in distributing their life insurance products. MLC Limited is no longer part of the NAB Group of companies. We may exchange personal information with MLC Limited or their service providers in order to administer and manage your life insurance products that are issued by them.

We may also need to share information so as to ensure:

- your insurance premium is calculated correctly (balance information may be

required to be shared so your insurance can be calculated) and where authorised, make payments on your behalf to MLC Limited;

- insurance claims and benefits are paid;
- insurance products are viewable to service customer contact (this includes showing your insurance products in NAB Internet Banking if you have a NAB Internet Banking ID);
- NAB and MLC Limited can both tell you about our respective marketing and products offers (including ensuring customers who hold MLC Limited products are excluded from NAB Group campaigns marketing MLC Limited products);
- a smooth customer experience when you contact us, including:
  - we can transfer you to the right service centre;
  - where appropriate, NAB and MLC Limited can cooperate in order to handle your complaint;
  - being able to provide assistance should you wish to speak about your MLC Limited products held (for example, where possible, we may assist by updating contact details on request).

Some of the information exchanged will be stored and visible within NAB Group customer databases; with some of these databases being accessible to MLC Limited for a transition period. All information stored in these databases is subject to this privacy policy as well as NAB Group's security procedures and controls.

### Sharing at your request

We may need to share your personal information with your representative or any person acting on your behalf (for example, financial advisers, lawyers, settlement agents, accountants, executors, administrators, trustees, guardians, brokers or auditors) and your referee such as your employer (to confirm details about you).

### Sharing with Credit Reporting bodies

When we're checking your credit worthiness and at other times, we might share information about you with credit reporting bodies. When we give your information to a credit reporting body, it may be included in reports that the credit reporting body gives other organisations (such as other lenders) to help them assess your credit worthiness.

Some of the information that we give to credit reporting bodies may reflect adversely on your credit worthiness, for example, if you fail to make payments or if you commit a serious credit infringement (like obtaining credit by fraud). That sort of information may affect your ability to get credit from other lenders.

With your consent, personal information may also be shared with credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information. These checks help us verify whether your identity is real and are not a credit check.

### Sharing with third parties

We may disclose your personal information to third parties outside of the Group, including:

- those involved in providing, managing or administering your product or service;
- authorised representatives of the NAB Group who sell products or services on our behalf;
- credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information;
- insurance, investment, superannuation and managed funds organisations, and their advisers and service provider;
- medical professionals, medical facilities or health authorities who verify any health information you may provide;
- real estate agents, valuers and insurers (including lenders' mortgage insurers and title insurers), re-insurers, claim assessors and investigators;
- brokers or referrers who refer your application or business to us;
- other financial institutions, such as banks, as well as guarantors and prospective guarantors of your facility;
- organisations involved in debt collecting, including purchasers of debt;
- fraud reporting agencies (including organisations that assist with fraud investigations and organisations established to identify, investigate and/or prevent any fraud, likely fraud, crime, likely crime, or misconduct of a

serious nature);

- service providers that assist with fraud detection and prevention;
- organisations involved in surveying or registering a security property or which otherwise have an interest in such property;
- organisations we sponsor and loyalty program partners, including organisations the NAB Group has an arrangement with to jointly offer products or has an alliance with to share information for marketing purposes;
- companies we arrange or distribute products for, such as insurance products;
- rating agencies to the extent necessary to allow the rating agency to rate particular investments;
- any party involved in securitising your facility, including the Reserve Bank of Australia (sometimes this information is de-identified), re-insurers and underwriters, loan servicers, trust managers, trustees and security trustees;
- service providers that maintain, review and develop our business systems, procedures and technology infrastructure, including testing or upgrading our computer systems;
- payments systems organisations including merchants, payment organisations and organisations that produce cards, cheque books or statements for us;
- our joint venture partners that conduct business with us;
- organisations involved in a corporate re-organisation or transfer of NAB Group assets or business;

- organisations that assist with our product planning, analytics, research and development;
- mailing houses and telemarketing agencies and media organisations who assist us to communicate with you, including media or social networking sites;
- other organisations involved in our normal business practices, including our agents and contractors, as well as our accountants, auditors or lawyers and other external advisers (eg. consultants and any independent customer advocates);
- government or regulatory bodies (including the Australian Securities and Investment Commission and the Australian Tax Office) as required or authorised by law (in some instances these bodies may share it with relevant foreign authorities); and
- where you've given your consent or at your request, including to your representatives, or advisors.

### Sharing outside of Australia

We run our business in Australia and overseas. We may need to share some of your information (including credit information) with organisations outside Australia. Sometimes, we may need to ask you before this happens. You can view a list of the countries in which those overseas organisations are located at [www.nab.com.au/privacy/overseas-countries-list/](http://www.nab.com.au/privacy/overseas-countries-list/)

We may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your

information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

We will not share any of your credit information with a credit reporting body, unless it has a business operation in Australia. We are not likely to share credit eligibility information (that is, credit information we obtain about you from a credit reporting body or that we derive from that information) with organisations unless they have business operations in Australia. However in the event NAB seeks assistance from a related company to manage defaulting loans, we may need, as a consequence, to disclose credit eligibility information to the Bank of New Zealand, located in New Zealand. We are likely to share other credit information about you with organisations outside Australia. A list of countries in which those overseas organisations are located is set out above.

### Accessing your information

You can ask us to access information that we hold about you. You have special rights to access credit information we obtain about you from a credit reporting body or that we derive from that information.

You can find out how to access your information (including your credit eligibility information) by reading our Privacy Policy, available at [www.nab.com.au/privacy](http://www.nab.com.au/privacy) or by calling 13 22 65 and asking us for a copy.

### Correcting your information

You can ask us to correct information we hold about you. You have special rights to correct your credit information. You can find out how to correct your information (including your credit information) by reading our Privacy Policy, available at [www.nab.com.au/privacy](http://www.nab.com.au/privacy) or by calling 13 22 65 and asking us for a copy.

### Complaints

If you have a complaint about a privacy issue, please tell us about it. You can find out how to make a complaint (including special rights for credit information complaints) and how we will deal with these complaints, by reading our Privacy Policy, available at [www.nab.com.au/privacy](http://www.nab.com.au/privacy) or by calling 13 22 65 and asking us for a copy.

### Contact us

We care about your privacy. Please contact us if you have any questions or comments about our privacy policies and procedures. We welcome your feedback.

You can contact us by:

- submitting an online Compliments, Suggestions or Complaints form via [www.nab.com.au](http://www.nab.com.au)
- calling our contact centre on 13 22 65 (Hearing impaired)
- customers can call TTY 13 36 77)
- speaking to us in person at a branch

### Contact details for credit reporting bodies

When we're checking your credit worthiness and at other times, we might share information about you with credit reporting bodies. The contact details of those credit reporting bodies are set out below. Each credit reporting body has a credit reporting policy about how they handle your information. You can obtain copies of these policies at their websites.

#### Illion

[www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)

- illion's credit reporting policy is set out at <https://www.illion.com.au/legal/illion-credit-reporting-policy-australia>

**Phone:** 1300 734 806

**Mail:** Public Access Centre  
illion Australia  
PO Box 7405  
St Kilda Rd VIC 3004

#### Experian Australia

[www.experian.com.au](http://www.experian.com.au)

- Experian's credit reporting policy is set out at [www.experian.com.au/privacy-policy](http://www.experian.com.au/privacy-policy)

**Phone:** 1300 783 684

**Mail:** Consumer Support  
Experian Australia  
PO Box 1969  
North Sydney NSW 2060

#### Equifax Australia Information Services and Solutions Pty Limited

[www.mycreditfile.com.au](http://www.mycreditfile.com.au)

- Equifax's credit reporting policy is set out at <https://www.equifax.com.au/credit-reporting-policy>

### Contact credit reporting bodies if you think you have been the victim of a fraud

If you believe that you have been or are likely to be the victim of fraud (including identity fraud), you can request a credit reporting body not to use or disclose the information they hold about you. If you do this, the credit reporting body mustn't use or disclose the information during an initial 21 day period without your consent (unless the use or disclosure is required by law). This is known as a **ban period**.

If, after the initial 21 day ban period, the credit reporting body believes on reasonable grounds that you continue to be or are likely to be the victim of fraud, the credit reporting body must extend the ban period as they think reasonable in the circumstances. The credit reporting body must give you a written notice of the extension.

### Contact credit reporting bodies if you don't want your information used by them for direct marketing/pre-screening purposes

Credit reporting bodies can use the personal information about you that they collect for a pre-screening assessment at the request of a credit provider unless you ask them not to. A pre-screening assessment is an assessment of individuals to see if they satisfy particular eligibility requirements of a credit provider to receive direct marketing. You have the right to contact a credit reporting body to say that you don't want your information used in pre-screening assessments. If you do this, the credit reporting body must not use your information for that purpose.

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