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## Non-Custodial Service Application Form

**HUB24** | 14 DECEMBER 2024

This is the Application Form for HUB24 Non-Custodial Administration and Reporting Service ('HUB24 Non-Custodial Service'). It should be read in conjunction with the HUB24 Non-Custodial Administration and Reporting Service Document and the HUB24 Invest (or any branded versions of HUB24 Invest as approved by us from time to time) IDPS Guide Parts I and II. Issued by HUB24 Custodial Services Ltd ('HUB24', 'the Service Provider') (ABN 94 073 633 664, AFSL 239122).

# HUB24 Non-Custodial Service application form

Before applying to take up the HUB24 Non-Custodial Administration and Reporting Service ('Non-Custodial Service'), you must read the:

- HUB24 Non-Custodial Reporting and Administration Service Document; and
- HUB24 Invest IDPS Guide Part I and Part II ('IDPS Guide'), the IDPS Contract and other relevant disclosure documents.

Following acceptance of your completed Non-Custodial Service application form and limited power of attorney ('LPOA'), the HUB24 Non-Custodial Service Document, the Non-Custodial Service application form and LPOA establish a legally binding agreement ('Agreement') between you and us in relation to the Non-Custodial Service.

## Checklist

To apply for the Non-Custodial Service:

- ☐ establish a HUB24 Invest account, with the Choice Menu;
- ☐ provide your adviser any relevant identification in accordance with the AML/CTF, CRS and FATCA requirements. Refer to the Non-Custodial Service Document for further information;
- ☐ complete, with your adviser, and sign this Non-Custodial Service application form;
- ☐ complete in black pen and sign by hand the LPOA and send the original to us. We cannot establish the Non-Custodial Service without the LPOA;
- ☐ if applicable, complete and submit the asset review form to apply for non-custodial assets to be administered by the Non-Custodial Service.

## Important information

- applications from individual applicants who are aged below 18 will not be accepted.
- we will generally only accept applications from applicants who provide a Tax File Number (TFN), or reason for exemption, and Australian Business Number (ABN) (if applicable).
- some aspects of this application form may not be applicable if you are classified as a wholesale client (as defined by the *Corporations Act 2001* (Cth) (the Corporations Act)).
- we reserve the right to decline an application to apply for the Non-Custodial Service at our discretion in accordance with our legitimate business interests, acting appropriately.

- any instructions from you to acquire, invest, redeem, sell, transfer, dispose of or otherwise deal with non-custodial assets in relation to your Non-Custodial Service account must be provided to us by your adviser and cannot be provided directly to us by you<sup>1</sup>.

## HUB24 Invest and the Non-Custodial Service

To apply for the Non-Custodial Service, you will need to have established a HUB24 Invest account accessing the Choice Menu. Your HUB24 Invest account number is required to be provided in this application form as it will be linked to your Non-Custodial Service account. We will use your HUB24 Invest account details to set up your Non-Custodial Account.

## Adding Non-Custodial Assets

To apply for non-custodial assets to be accepted and added to your Non-Custodial Service account as 'eligible assets' (as described in the Non-Custodial Service Document), you must complete and submit the asset review form. We will review your request to ensure these assets meet our non-custodial asset criteria. Your adviser can help to arrange for an asset review to be completed prior to you completing the Non-Custodial Service application form.

Investments that can be held in HUB24 Invest will need to be transferred into your HUB24 Invest account, all other non-custodial assets can be held outside the HUB24 Invest and can be administered in the Non-Custodial Service. Your adviser can help you with the transfer of any investments.

## Where should this form be returned to?

**Mail** PO Box 16210,  
Melbourne GPO Collins St West, VIC 8007  
**Email** [admin@hub24.com.au](mailto:admin@hub24.com.au)  
**Fax** 1300 781 689

## How to contact us

**Email** [admin@hub24.com.au](mailto:admin@hub24.com.au)  
**Phone** 1300 854 994  
**Website** [hub24.com.au/noncustodialservice](https://hub24.com.au/noncustodialservice)

<sup>1</sup> Wholesale investors are excepted. Please refer to the HUB24 Invest IDPS Contract for more information.

# Application form

## Section 1 HUB24 Invest Account (mandatory)

HUB24 Invest account number

HUB24 Invest account name

## Section 2 Adviser details\*

Adviser name

Dealer group/licensee

Adviser contact phone number

Practice

Adviser Authorised Representative number

Adviser email address

\* The Adviser appointed must be the same Adviser appointed to your HUB24 Invest account. Refer to the HUB24 Invest IDPS Guide for further information about an adviser.

## Section 3 Adviser fees in relation to your Non-Custodial Service account

Your adviser and the Service Provider are required by law to obtain your written consent before adviser fees, in relation to your non-custodial assets under the Non-Custodial Service, can be deducted from your HUB24 Invest cash account.

If you are not happy with the amount described below, you do not have to sign this consent. You may withdraw, terminate or vary your consent at any time by notifying your adviser or the Service Provider in writing at: HUB24 GPO Box 529, Sydney NSW 2001, or by calling: 1300 854 994.

All adviser fees are negotiable with your adviser. The Service Provider, at its discretion, may limit, reduce or reject the fee amount, if it is deemed appropriate and reasonable to do so; for example, if the proposed adviser fee exceeds internal limits set by the Service Provider, having regard to legislative or regulatory obligations, or otherwise in accordance with our legitimate business interests, acting appropriately. We may also seek clarification from you and/or your adviser regarding the services being provided.

### One-off advice fee

One-off advice fee

\$

You may agree with your adviser to pay a one-off advice fee for advice and other related services provided to you in relation to your Non-Custodial Service account. This fee may be agreed to be charged once-off or you may agree to multiple one-off advice fee deduction in a financial year depending on the services provided and the agreement you have with your adviser. There is no maximum one-off advice fee, however, the Service Provider, at its discretion, may limit, reduce or reject the fee amount and may also seek clarification from you and your adviser on the services being provided, having regard to its legitimate business interests, acting appropriately.

### Type of fee arrangement

#### Ongoing fee arrangement (OFA)

Specify the reference date

(dd/mm/yyyy)

- You must enter a reference date. This date will be the fee consent renewal date and can be any date within 12 months from the date you and your adviser agree to the arrangement.
- Advice fees will start being deducted from the date the first deposit is received.
- This form must be submitted to us within 30 days from the signing date.
- Your consent will cease to have effect up to 150 days after the reference date.

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- Advice fees will be charged from the date this form is processed until 150 days after the reference date, unless cancelled earlier. After your consent ceases, HUB24 is no longer able to deduct advice fees from your account unless you provide a new signed consent form.

OR

## Fixed term (Non-ongoing arrangement, maximum 12 months)

Start Date

End Date

- Your consent expires on the above end date. After this date you will need to provide consent again for advice fees to be deducted from your account.
- If the consent start date is in the past, fees will start to be deducted from the date the first deposit is received.
- Fees are payable up until the end date, unless you terminate your arrangement earlier.
- If the end date provided is more than 12 months from the start date, your consent will end 12 months after the start date.

## Advice fees components

### Instructions:

- Complete all fees below which apply to your fee arrangement. If you select a percentage-based advice fee your adviser must provide an estimate of that fee in dollars, for the upcoming year from the date this application form is signed.
- All the advice fees below are deducted from your cash account monthly and paid to your adviser's licensee monthly in arrears.
- If your account contains borrowed amounts, your adviser cannot receive fees that are asset based (i.e. calculated as a percentage of your total account balance).

Type of advice fee	Fee amount calculated per annum and deducted monthly (including GST)
Adviser service fee	<div><p>\$ fee <input type="text"/> p.a.</p><p><b>Note:</b> The maximum ongoing adviser service fee can be up to 4.4% p.a. of your total account balance (including GST). If you agree an amount above 4.4% p.a., it will only be deducted upon approval by HUB24, having regard to its legitimate business interests, acting appropriately.</p></div> <div>AND/OR</div> <div><p>% based fee <input type="text"/> p.a. of your total account balance</p><p>\$ estimate of the fee <input type="text"/> p.a.</p><p><b>Note:</b> This fee estimate is calculated using the agreed percentage-based fee, which will be applied to your total account balance from the date this application form is signed. The actual amount deducted will vary each month in line with movements in your account balance.</p></div> <div>OR</div>

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Type of advice fee	Fee amount calculated per annum and deducted monthly (including GST)																		
Adviser service fee	<div><p>Tiered % based fee p.a. based on your total account balance:</p><table><thead><tr><th>From</th><th>To</th><th>Fee % p.a.</th></tr></thead><tbody><tr><td>\$</td><td>\$</td><td>% p.a.</td></tr><tr><td>\$</td><td>\$</td><td>% p.a.</td></tr><tr><td>\$</td><td>\$</td><td>% p.a.</td></tr><tr><td>\$</td><td>\$</td><td>% p.a.</td></tr><tr><td>\$</td><td>\$</td><td>% p.a.</td></tr></tbody></table><p>\$ estimate of the fee <input type="text"/> p.a.</p><p><b>Note:</b> This fee estimate is calculated using the agreed tiered percentage-based fee, which is to be applied to your total account balance from the date this application form is signed. The actual amount deducted will vary each month in line with movements in your account balance.</p></div>	From	To	Fee % p.a.	\$	\$	% p.a.	\$	\$	% p.a.	\$	\$	% p.a.	\$	\$	% p.a.	\$	\$	% p.a.
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<div><p><b>Annual indexation</b></p><p>Where you specify a fixed \$ amount p.a. you may agree with your adviser to automatically index this fee in line with the annual change in Consumer Price Index ('CPI')<sup>1</sup> or a fixed percentage (up to 5% p.a.) on a specified month each year.</p><p><b>Type of indexation to apply</b> (Please tick for CPI or include a figure for fixed percentage)</p><p>CPI <input type="checkbox"/></p><p><b>OR</b></p><p>Fixed rate of <input type="text"/> %<sup>2</sup></p><p><b>Timing of indexation</b></p><p>Fee to be first indexed on 1st of <input type="text"/> (month)<sup>3</sup></p><p><b>Estimate of adviser service fee if indexation is applied</b></p><p>\$ <input type="text"/> p.a.</p><p><sup>1</sup> CPI will be calculated as the rate of increase in All Groups Consumer Price Index for Australian capital cities published by the Australian Bureau of Statistics for the 12 months to the end of the calendar quarter immediately preceding the date of increase.</p><p><sup>2</sup> The maximum fixed rate of indexation is 5% p.a.</p><p><sup>3</sup> The fee can only be indexed once annually.</p></div>																			

## Services to be provided (select at least one):

- ☐ Review of your account
- ☐ Strategic superannuation advice
- ☐ Investment advice on your account
- ☐ Contribution strategy
- ☐ Insurance in superannuation strategy
- ☐ Withdrawal advice

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## Consent authorisation

I/We instruct the Service Provider to deduct the agreed amount set out above (which includes GST) from my/our HUB24 Invest cash account and pay my/our adviser for their services as provided to me/us in relation to my non-custodial assets under the Non-Custodial Service.

Applicant 1	Applicant 2
<div><input type="checkbox"/> Individual/Trustee/Partner</div> <div><input type="checkbox"/> Company secretary</div> <div><input type="checkbox"/> Attorney</div> <div><input type="checkbox"/> Director</div> <div><input type="checkbox"/> Sole director</div>	<div><input type="checkbox"/> Individual/Trustee/Partner</div> <div><input type="checkbox"/> Company secretary</div> <div><input type="checkbox"/> Attorney</div> <div><input type="checkbox"/> Director</div> <div><input type="checkbox"/> Sole director</div>
Full name	Full name
<div></div>	<div></div>
Signature	Signature
<div></div>	<div></div>
Date	Date
<div></div>	<div></div>

## Section 4 Authority to disclose information

Authority to disclose information

I/We authorise the Service Provider to disclose my/our personal information together with current and historical account and transactional (including account balance) details ('Data') in relation to my/our account by electronic file (or such other method as the Service Provider agrees) to the nominated software vendor (set out below) each business day. I/We understand that the software vendor will then make the Data available to the administrators nominated by me/us to view my/our accounts via a secure web application. Where the Service Provider is unable to facilitate the sharing of Data to the software vendor nominated below, the Service Provider will advise you of this, via your adviser.

Software vendor	Administrator

## Section 5 Declaration and signature

### Non-Custodial Service

You agree, acknowledge and declare that:

- by signing this application form and the LPOA, you agree to be bound by the terms and conditions detailed in the Agreement.
- a valid LPOA is required to allow HUB24 to administer your non-custodial assets on your behalf. The LPOA means that we are appointed as your attorney in a limited capacity in respect of your non-custodial assets. You acknowledge that you have read and understood the powers conferred on HUB24 to act on your behalf as detailed in the Agreement.
- we act as the registered address for your non-custodial assets administered by the Non-Custodial Service (except where an external custodian has been appointed) or in circumstances where this is not permitted. Where applicable, we will direct any relevant correspondence to you, via your adviser, for your direction.
- on receipt of your non-custodial asset instructions via your adviser, we must act in accordance with your instructions, on the basis that we have a valid LPOA. We will use our reasonable endeavours to give effect to instructions as soon as practicable, but we are not bound to do so by a particular time. We may do anything that

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we reasonably consider necessary to give effect to an instruction or that is incidental to an instruction, even if we have not received an instruction to do that particular thing. We may determine the order in which we give effect to instructions and may give effect to part of one instruction and part of others.

- we will use reasonable endeavours to perform the reconstruction service of CGT parcel history reconstruction (to be used for tax purposes and for performance reporting purposes). The reconstruction service is subject to appropriate data being supplied.
- you agree to ensure your personal details, including tax information, is current and up to date on your HUB24 Invest account and that any applicable information can be shared with your HUB24 Non-Custodial Service account. Any changes made to your personal and account details in respect of your HUB24 Invest account will automatically apply to your Non-Custodial Service account, where relevant.
- by taking up the HUB24 Non-Custodial Service you are agreeing, unless we advise otherwise, to use the HUB24 Invest cash account as:
  - i. the transaction hub for all non-custodial asset transactions administered under the Non-Custodial Service; and
  - ii. for the payment of such fees for advice, and services as may be agreed between you and your adviser as set out in this application form and the Non-Custodial Service Document; and
  - iii. to pay for all applicable fees and costs as set out in the Agreement and for those fees and costs to be paid to the relevant person/entity.
- if you have insufficient funds in the HUB24 Invest cash account to pay fees and costs incurred in relation to your Non-Custodial Service account, we reserve our rights to sell investments in your HUB24 Invest account (as per the investment drawdown preference applicable to the HUB24 Invest account); and/or sell assets in your Non-Custodial Service account (starting with your largest non-custodial liquid non-custodial asset holding through to your smallest non-custodial asset holding). This may be done without seeking prior instruction from you.
- if there is a corporate action, we will contact your adviser who can pass on your instructions to us, or you may choose to exercise your instruction directly with the registry, product issuer or fund manager. If the latter occurs:
  - i. you via your adviser will need to notify us (so that we can ensure your asset records are kept up to date) and nominate us as your administrator and mailing address; and
  - ii. we will not exercise any rights in relation to your non-custodial assets, including receiving shareholder benefits such as discount cards, attending meetings or voting.
- we require certain information in relation to your non-custodial assets so that we can deliver the Non-Custodial Service (for example, reliable periodic valuation, tax information). The valuation data being provided to us is from external parties, therefore we are unable to guarantee its accuracy.
- when you agree to apply to the Non-Custodial Service, you expressly agree to all of the following:
  - i. we cannot provide the Non-Custodial Service to you if you do not comply with our reasonable requests for assistance.
  - ii. we may provide data and information about you to third parties to facilitate the Non-Custodial Service and we are not liable to you or any other person for any loss or damage caused by an act or omission of the third party;
  - iii. the contents of your investment strategy, or any other documents, which you and/or your adviser have prepared and submitted to us in respect of your Non-Custodial Service account are not to be taken as a representation by us as endorsing their content;
  - iv. we are not responsible for providing you with, and nothing represented by us should be taken as legal advice, or financial product advice; and
  - v. the *Australian Securities and Investments Commission Act 2001* (Cth), the Australian Consumer Law and other similar laws may provide you with certain consumer rights and impose certain mandatory obligations on us, in relation to the Non-Custodial Service. Except where our liability cannot be excluded as provided by these laws, we and other members of the HUB24 Limited group of companies are not liable to you for any losses (direct or indirect) relating to the Non-Custodial Service, including without limitation (i) loss of profits, loss of revenue, loss of opportunity or loss of business, loss of savings, loss of reputation or any other direct, indirect or consequential loss, and (ii) any such losses arising in connection with this Non-Custodial Service or other services obtained by us from third parties. However, this limitation of liability does not apply to the extent that the liability directly results from our fraud, wilful default, dishonesty or negligence.

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- by authorising us to provide the Non-Custodial Service to you, you warrant that all information provided to us by you or via your adviser is correct. You undertake to:
  - i. provide us with any documents, information or instructions we reasonably require to perform our obligations as detailed in the Agreement or as imposed by the law, and to ensure that any such information will be accurate; and
  - ii. notify us as soon as reasonably practicable where any information previously supplied to us has changed or you believe it is incorrect. We do not take responsibility for any loss that may occur as a result of incorrect or outdated information provided by you or your Adviser, except to the extent such loss directly results from our fraud, wilful default, dishonesty or negligence.
- Ceasing to use the Non-Custodial Service for your non-custodial assets will not affect your HUB24 Invest account. You will continue to have access to HUB24 Invest for as long as you have a HUB24 Invest account. Except as otherwise set out in the Agreement, our obligation to provide any services to you in respect of non-custodial assets will cease immediately (and we will promptly notify you) as per the terms set out in section 10 of the Non-Custodial Service Document.

## Standing Instruction

- From time to time, some of your non-custodial assets may become available in your HUB24 Invest account through the Choice Menu.
- By completing this application form and the LPOA you are providing us a standing instruction ('Standing Instruction') to make in-specie transfers of assets from your Non-Custodial Service account to your HUB24 Invest account if:
  - i. your non-custodial assets become available in your HUB24 Invest account through the Choice menu; and
  - ii. we have provided with 30 days' prior written notice of the transfer; and
  - iii. you have not cancelled your Standing Instruction, for that particular asset, during the 30-day notice period, in accordance with the Non-Custodial Service Document.
- Once the asset is transferred to your HUB24 Invest account, the fees and costs set out in the HUB24 Invest Guide for the Choice menu will apply.
- If, after receiving our written notice, you (via your adviser), decide to cancel your Standing Instruction, for that particular asset, within the 30-day notice period, then the applicable asset may be removed by us from the Non-Custodial Service.
- This Standing Instruction will cease if your Non-Custodial Service is terminated. Similarly, if your Standing Instruction is withdrawn in its entirety, your Non-Custodial Service may be terminated.

## General

You agree, acknowledge and declare that:

- all details in this application form are true and correct.
- you are authorised to provide the information in relation to the applicant/s in this application form.
- you have received and accepted this offer in Australia.
- your HUB24 Invest account provided in this application form will be linked to your Non-Custody Service account.
- you are;
  - i. an individual over 18 years of age, or;
  - ii. you are a duly incorporated body and, if you are a corporation or trustee, you confirm that;
  - iii. you have taken all necessary corporate action to authorise entry into this application, the Non-Custodial Service Document and the LPOA, which is permitted by the relevant constitution or trust deed (or equivalent); and
  - iv. you have the legal power and authority to make funds available for investment in non-custodial assets through the Non-Custodial Service and to invest in accordance with this application and you will inform us of any event that might affect your continuing authority to do so.
- if making an application as a wholesale client, you are a 'wholesale client' (as defined under the *Corporations Act 2001* (Cth)) and as accepted by us in our discretion, taking into account factors such as the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) ('AML/CTF Act') requirements and investor location, or otherwise in accordance with our legitimate business interests, acting appropriately.
- we will need to comply with the underlying product issuer, registry, or fund manager's AML/CTF requirements and, if applicable to you, their wholesale client requirements.
- if this is a joint application, your investment is as joint tenants.
- if signing under a power of attorney, you declare that it is an Australian power of attorney and you are authorised under that power of attorney to sign this application form and the LPOA and have not received any notice of revocation of that power of attorney.
- you will enter into and perform any agreement, and complete and execute any document, reasonably necessary to give effect to this application and to pay for all costs, fees and charges for any transaction made on your behalf pursuant to this application.
- the adviser named in Section 2 of this application form is authorised to act as your nominated representative and we may notify you of information in relation to your assets in the Non-Custodial Service and other details about your account by providing such notification to that adviser on your behalf.



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- You and your adviser will have access to AdviserHUB and/ or InvestorHUB, and you agree to all information, documents and other communications being provided electronically in one of the following ways (where permitted by law):
  - i. by making the information, document, disclosure or other communication available via InvestorHUB or such other website as notified to you or your adviser;
  - ii. by making the information, document, disclosure or other communication available via the mobile app;
  - iii. by sending the information, document, disclosure or other communication by email to you or your adviser; and
  - iv. by sending you or your adviser an email or other electronic communication providing a website reference or hypertext link to the information, document, disclosure or other communication.
- we will provide you with prescribed information relating to your investments electronically and on a substantially continuous basis (i.e. electronic access to near real-time information) through InvestorHUB. Such information relates to your past transactions, non-custodial assets and liabilities, and past revenue and expenses for your Non-Custodial Service account.
- we reserve the right to not accept any application in accordance with our legitimate business interests, acting appropriately.
- neither we nor any related or associated person or body corporate guarantees or makes any representations concerning the future performance of your non-custodial assets in the Non-Custodial Service, any specific level of performance, any repayment of capital invested in the Non-Custodial Service or the success or tax effect of any strategy used or the success of overall management of your investments.
- your investments administered through the Non-Custodial Service are subject to risks, including but not limited to the risk that you may lose some or all capital, possible delays in repayment of some or all capital and/or failure to receive any income.
- we do not need to refer any investment instructions made by you via your adviser or other decisions in relation to dealing with assets in your account to you for approval.
- decisions made by us (or our nominees) in relation to assets in your account may have taxation consequences for you, depending on your particular circumstances, and that we are not obliged to familiarise ourselves with, or have regard to, any taxation consequences for you of any such decision. You should obtain your own tax advice.
- any confirmations or other transaction history or reporting to you are subject to (i) the *Corporations Act 2001* (Cth), the regulatory policy of regulators, and the rules, customs, and usage of any relevant exchange or clearing and settlement facility, and (ii) the corrections of errors and omissions.
- a non-custodial asset may cease to be administered in the Non-Custodial Service at any time, at our discretion and in accordance with our legitimate business interests. Accordingly, this may affect the composition of your Non-Custodial Service account.
- we do not provide any opinion as to whether your investment portfolio is appropriate or suitable to your personal circumstances.
- if you are an individual investor and you die or become incapacitated (for example, due to injury, sickness or disease), we will manage your Non-Custodial Service account in accordance with the terms of the Non-Custodial Service Document.
- you will promptly advise us if any information supplied by you or your adviser, changes.
- you agree to use the tax residency status on your HUB24 Invest account for your Non-Custodial Service account and you will promptly advise us if any tax residency information or other tax information about you or a third party, changes.
- as an individual, you certify that you are the Investor or you are authorised to provide tax residency and other tax information on their behalf.
- as an entity, you are authorised by, and have the consent of, the entity and any beneficial owners or controlling persons (as applicable) to provide or for your adviser to provide tax residency and other tax information.
- you as an entity, and any beneficial owners or controlling persons (as applicable) are aware that information about them and the account may be provided to tax authorities.

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## Your Instructions

In accordance with the terms of the Agreement, you understand and agree to provide the Service Provider the following instructions:

- I/We acknowledge that the Service Provider cannot generally deal with my/our non-custodial assets without my/our prior instructions except as set out below and with regard to the authorisation under the LPOA.
- I/We agree to indemnify and release the Service Provider from all potential actions and liabilities arising from the Service Provider acting on what reasonably appear to be genuine instructions from me/us or from my/our representative on my/our behalf. This authorisation continues until I/we withdraw from the Non-Custodial Service or otherwise revoke the LPOA.
- I/We give the instruction that the Service Provider may undertake corporate actions in respect of non-custodial assets in my/our Non-Custodial Service account as may be applicable.

In regard to the use of software vendors referred to in Section 4, you understand, agree and acknowledge that:

- no agency, partnership, joint venture or any other type of similar relationship exists between the Service Provider and the software vendor(s).
- whilst the Service Provider takes reasonable steps to ensure that an investor's Data remains secure, neither the Service Provider nor the software vendor(s) will, subject to any prohibition or limitation imposed by law, be liable for delays, failure to perform, processing errors or any other matter arising out of this Data provision arrangement.
- whilst the Service Provider takes reasonable steps to ensure that an investor's Data remains secure and is complete, up-to-date and accurate, the Service Provider, subject to any limitations imposed by law, will not be liable to any person for their reliance on any Data supplied to the software vendor or any failure of software vendor to provide information or to provide complete or accurate Data to the Service Provider.
- the Service Provider may decide at its sole discretion, on any ground it thinks fit and, without rendering the Service Provider liable in any way, to discontinue the provision of Data to the software vendor pursuant to this authority to provide information, by written notice to the software vendor, where:
  - i. it reasonably considers it necessary to prevent fraud or maintain information technology security; or
  - ii. otherwise in accordance with its legitimate business interests, acting appropriately; and
  - iii. you may terminate this authority by providing 30 business days written notice to the Service Provider.

## Personal Information

In regards to your personal information, you understand, agree and acknowledge that:

- you consent to personal information provided in this application form being provided to your adviser to conduct verification of your identity or a verification service provider and/or to the Australian Government's document verification service, for the purposes of complying with AML/CTF and tax legislation identity verification requirements.
- your HUB24 Invest account linked to your Non-Custody Service account will be used to determine and set preferences, including opting in or opting out, relating to personal information being used for marketing purposes and receiving marketing information about other products and services offered by the Service Provider, or marketing information about third parties' goods and services or other services.
- you have read and understood the information relating to privacy and personal information contained in the Non-Custodial Service Document, the LPOA and this application form.
- we may collect, hold or use your personal information and where applicable, the personal information of your beneficial owners and persons acting on your behalf, provided in this application form for the purposes described in the Non-Custodial Service Document and LPOA, including to comply with our obligations under AML/CTF laws and other laws or as you may direct or authorise from time to time.
- you consent to us disclosing your personal information and other relevant information to Australian banks, authorised deposit-taking institutions or other financial institutions that we may use from time to time in respect to your cash account.
- if you invest in international assets as non-custodial asset(s) administered through the Non-Custodial Service, you agree the Service Provider may provide to persons located in overseas jurisdictions ('overseas recipients') such personal information as may be reasonably required in relation to buying, selling or holding international assets on your behalf and you acknowledge that:
  - i. by consenting to such disclosure, Australian Privacy Principle 8.1 will not apply to such disclosure, meaning we are not required to take reasonable steps to ensure that such overseas recipients do not breach the Australian Privacy Principles in relation to the disclosed information; and
  - ii. if the overseas recipient breaches the Australian Privacy Principles in respect of the disclosed information, we will not be accountable under the *Privacy Act 1988* (Cth) and you will not be able to seek redress under the *Privacy Act 1988* (Cth);

# Application form

- unless you inform us otherwise, you consent to all the uses and disclosures of your personal information described in the Non-Custodial Service Document, the LPOA and this application form.
- you consent to your adviser providing such further personal information to us as is required or reasonably deemed necessary by us under any applicable law.
- any personal information provided about a third party (if any) in connection with this application has been provided with their knowledge and consent.
- if you fail to provide any information requested in this application or do not agree to any of its possible uses or disclosure of your information as detailed in the Non-Custodial Service Document your application may not be accepted by the Service Provider and you agree to release and indemnify the Service Provider in respect of any loss or liability arising from the Service Provider's inability to accept and process an application due to inadequate or incorrect details having been provided.

In regard to providing us with information to establish your identity, you understand, agree and acknowledge that:

- you have read and understood the information in the 'Anti- Money Laundering / Counter Terrorism Financing' section of the Non-Custodial Service Document, about our obligations to comply with the AML/CTF Act, which requires us to, among other things, collect and verify your identity.
- we may delay or refuse any investment instruction, request or transaction, including a request to withdraw an investment, if we are concerned that the request or transaction may breach any obligation of, or cause us to commit or participate in an offence under, any anti-money laundering and counter-terrorism financing laws or sanctions regime and we will incur no liability to you if it does so.
- by completing this application form and providing us with information to establish your identity, this information will be used to establish your identity for the purposes of the AML/ CTF Act.
- we will not be responsible or liable to you or any other person for any loss suffered where transactions are delayed, blocked, frozen or where we decline to process a transaction or cease to provide you with a product or service in circumstances where we are unable to establish your identity or where we reasonably believe you are a Proscribed Person.
- a "Proscribed Person" means any person or entity who we reasonably believe to be:
  - i. in breach of the laws of any jurisdiction regarding economic or trade sanctions, or laws prohibiting money laundering or terrorism financing; or
  - ii. on a list of persons with whom dealings are proscribed by Australian laws or the laws of another recognised jurisdiction.

A "Proscribed Person" includes any person or entity who we reasonably believe to be acting on behalf, or for the benefit of, a person or entity referred to in i. and/or ii.

- when verifying your identity:
  - i. we may disclose your personal information to a verification service provider for the purpose of undertaking electronic verification of your identity, or verification of the identity of your beneficial owner or person acting on your behalf against two independent sources;
  - ii. the verification service provider may use your personal information and the names, residential addresses and dates of birth of your beneficial owners or persons acting on your behalf for the purpose of undertaking electronic verification of your identity and the identity of your beneficial owners or any person acting on your behalf, but not for any other purpose; and
  - iii. the verification service provider will provide us with a report on the outcome of the verification process.
- we may use a verification service provider to verify the validity of any government issued identity document that you provide to us for identity verification purposes through the Australian Government document verification service ('DVS'), you are authorised to provide the relevant government issued identity documents to us and we may disclose your personal information and government identity document information to the service provider that we use to access the DVS for this purpose.
- you consent to the identification and verification processes described above and in the HUB24 Invest IDPS Guide, including the use of electronic verification or verification by your adviser.
- you are not aware and have no reason to suspect that the monies used to fund your investment in the Non-Custodial Service have been or will be derived from or related to any money laundering, terrorism financing or other activities deemed illegal under applicable laws or regulations, or are otherwise prohibited under any international convention or agreement, or that the proceeds of your investment in the Non-Custodial Service will be used to finance any illegal activities.
- you will provide to us all additional information, documents and assistance that we (or our delegates) may request in order for us or our delegates to comply with any anti-money laundering and counter-terrorism financing laws or other laws.

# Application form

## Non-Custodial Service Account Operating Instructions

For accounts with more than one applicant, please specify your account operating instructions.

☐ Any applicants to sign

☐ All applicants to sign

☐ Other *(please specify)*

### Please note:

- All applicants are required to sign this application form.
- The 'All applicants to sign' option is the default option assumed if you do not select anything.
- Companies, incorporated associations and limited partnerships must always provide the signatures of two officers (for example, two directors or one director and one secretary) unless operating as a sole directorship.

### Applicant 1

☐ Individual/Trustee/Partner

☐ Sole director

☐ Attorney *(please provide a copy of the Power of Attorney)*

☐ Director

☐ Company secretary

### Acknowledgements

- I agree to provide HUB24 with a Standing Instruction to in-specie transfer assets from my Non-Custodial Service account to my HUB24 Invest account if my non-custodial assets become available in my HUB24 Invest account through the Choice Menu, provided HUB24 have provided me with 30 days' prior written notice of the transfer and I have not cancelled the Standing Instruction for that specific asset transfer during the 30-day notice period.
- I agree and consent to the terms and conditions of the Agreement.

Full name *(please print in capitals your first, middle and surname)*

Name of Trust/Superannuation fund/Company/Partnership/Incorporated association/  
Corporate trustee/Club/Unincorporated association *(please print in capitals)*

Signature

Date *(dd/mm/yyyy)*

# Application form

## Applicant 2

- ☐ Individual/Trustee/Partner      ☐ Company secretary      ☐ Attorney (please provide a copy of the Power of Attorney)
- ☐ Director

### Acknowledgements

- I agree to provide HUB24 with a Standing Instruction to in-specie transfer assets from my Non-Custodial Service account to my HUB24 Invest account if my non-custodial assets become available in my HUB24 Invest account through the Choice Menu, provided HUB24 have provided me with 30 days' prior written notice of the transfer and I have not cancelled the Standing Instruction for that specific asset transfer during the 30-day notice period.
- I agree and consent to the terms and conditions of the Agreement.

Full name (please print in capitals your first, middle and surname)

Signature

Date (dd/mm/yyyy)

## Adviser Checklist

Please ensure the applicant has:

- ☐ established a HUB24 Invest account accessing the Choice Menu and provided the HUB24 Invest account number on this application;
- ☐ completed all relevant sections as applicable;
- ☐ read and understood Section 3: Adviser fees (as applicable);
- ☐ been provided a copy of the Non-Custodial Service Document, the LPOA, and disclosure documents;
- ☐ read and signed Section 5: Declaration and signature.

## Important notes

- Ensure you complete your adviser details in Section 2.
- Send the completed application form and Investor Identification form(s) to:

**Mail** PO Box 16210,  
Melbourne GPO Collins St West, VIC 8007

**Fax** 1300 781 689

**Online** All documents, excluding cheques can be emailed to [admin@hub24.com.au](mailto:admin@hub24.com.au) or submitted online via SupportHUB.



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Want to learn more?

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

PO Box 16210  
Melbourne GPO Collins St West VIC 8007  
[admin@hub24.com.au](mailto:admin@hub24.com.au)