

# HUB24 Private Invest Non-Custodial Service Limited Power of Attorney

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## How to contact us

<b>Email:</b>	admin@hub24.com.au
<b>Mail to:</b>	HUB24, PO Box 16210, Melbourne GPO Collins St West, VIC 8007
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HUB24 Custodial Services Ltd (ABN 94 073 633 664, AFSL 239122) (HUB24) is the service provider of HUB24 Private Invest Non-Custodial Service (Non-Custodial Service) and the issuer, custodian and administrator of HUB24 Private Invest Managed Investment Scheme (Scheme), an unregistered managed investment scheme providing custodial services to wholesale clients.

## Instructions

- **IMPORTANT:** The form must be signed by hand (i.e. 'wet ink').
- This form must be completed using **BLACK** pen and **BLOCK** letters.
- If the account is held by an individual or a joint account holder (in the capacity as an account holder or trustee), this deed poll must be signed by each account holder in the presence of a witness.
- If the account is held by a company, incorporated association, unincorporated association, this deed poll must be signed by two officers in the presence of a witness (for example, two directors or one director and one secretary), unless operating as a sole directorship.
- Each witness cannot be a Principal, authorised signatory or have a beneficial interest in the account.
- Please return a completed copy of the original Limited Power of Attorney to HUB24 by mail to the address above.

This **Power of Attorney** is made on the:

dd/mm/yyyy

Principal (*full name of registered account holder which can be an individual, trustee, company or association*)

By

Name of self-managed super fund, trust (*if applicable*)

Address

of

## Section 1 Appointment as Attorney

In consideration of, among other things, HUB24 accepting the Principal's application for the Non-Custodial Service, the Principal appoints HUB24 as the attorney of the Principal to exercise the powers set out below.

## Section 2 Definitions

In this document, 'non-custodial asset' is defined as an asset

- a. that is or is intended to be (once it is acquired) held in the name of the Principal, or a custodian, or nominee (other than HUB24) on behalf of the Principal; and
- b. HUB24 has accepted as an asset in respect of which HUB24 is willing to provide the Non-Custodial Service to the Principal.

# HUB24 Private Invest Non-Custodial Service Limited Power of Attorney

## Section 3 Powers

The Principal authorises HUB24 to perform any, or all, of the following:

- a. administer any non-custodial asset with all the powers of an absolute owner, in accordance with the HUB24 Private Invest Guide ('Guide');
- b. apply for (including apply for or make an investment or additional investment in), sell, transfer, assign, redeem or otherwise dispose of a non-custodial asset in accordance with, or in order to give effect to, an instruction from the Principal or an agent of the Principal (via their adviser);
- c. collect data including personal information about the Principal from a product issuer, fund manager, registry or administrator of a non-custodial asset, or provide data including personal information about the Principal (including the Principal's Tax File Number ('TFN') or Australian Business Number ('ABN')) to a product issuer, fund manager, registry or administrator of a non-custodial asset ('Recipient'), whether within Australia or overseas, in connection with a non-custodial asset (including any identity verification requirements);
- d. provide the Principal's nominated adviser information to a Recipient, whether within Australia or overseas, in connection with a non-custodial asset;
- e. receive any distributions, dividends or other income in connection with a non-custodial asset, or the proceeds of any disposal of a non-custodial asset, and to direct any product issuer, fund manager, registry or administrator in respect of the non-custodial asset to pay any such amounts to the Principal's Scheme cash account or an alternate cash account as approved by HUB24, under instruction from the Principal or an agent of the Principal (via their adviser);
- f. exercise any voting right in respect of a non-custodial asset in accordance with, or in order to give effect to, an instruction from the Principal or an agent of the Principal (via their adviser);
- g. instruct the issuer of a non-custodial asset in respect of any corporate action relating to that non-custodial asset in accordance with, or in order to give effect to, an instruction from the Principal or an agent of the Principal (via their adviser);
- h. arrange for the payment of HUB24's fees and costs in relation to the Non-Custodial Service, from the Principal's Scheme cash account (as set out in the Guide);
- i. arrange for the payment of advice fees in relation to the Non-Custodial Service, for the Principal's nominated adviser from the Principal's Scheme cash account;
- j. act in accordance with the Principal's standing instruction ('Standing Instruction'), to in-specie transfer assets from the Principal's Non-Custodial Service account to the Principal's HUB24 Scheme account when:
  - i. the asset becomes available to be held in the Scheme; and
  - ii. HUB24 provides at least 30 days' prior written notice to the Principal; and
  - iii. the Principal has not cancelled the Standing Instruction for that particular asset transfer, within the 30 day notice period, in accordance with the Document;
- k. in circumstances where the Principal has insufficient funds in their HUB24 Scheme cash account to pay fees and costs incurred in relation to the Principal's Non-Custodial Service account, the Principal grants HUB24 the right to sell investments/assets in the Principal's HUB24 Scheme account (as per the investment drawdown preference applicable to the HUB24 Scheme account) and/or Non-Custodial Service account (starting with the largest non-custodial asset liquid holding through to the smallest non-custodial asset holding), to the extent reasonably necessary to meet such fees and costs incurred in relation to the Principal's Non-Custodial Service account. This may be done without seeking prior instruction from the Principal, in accordance with the Guide);
- l. at the Principal's cost, to stamp and register this power of attorney, where stamping of registration is required in order for this document to be an effective grant of power of attorney;
- m. change the registered address for the Principal's non-custodial assets (where permitted) and appoint itself as the administrator;
- n. change the bank account for the Principal's non-custodial assets to the Principal's Scheme cash account;
- o. access and disclose information about the Principal's non-custodial assets, including but not limited to arranging for any data connections required to support the delivery of the Non-Custodial Service;
- p. deal in non-custodial assets on the Principal's behalf including but not limited to arranging non-custodial asset purchases, asset withdrawals or other transactions as instructed by the Principal;
- q. act in accordance with the Principal's standing instruction to convert Australian dollars into other currencies and other currencies into Australian dollars (as applicable), to implement the Principal's instructions regarding any non-custodial assets that are not priced or valued in Australian dollars. These conversions are subject to currency conversion fees charged by the foreign currency provider;

# HUB24 Private Invest Non-Custodial Service Limited Power of Attorney

- r. for any non-custodial assets not priced in Australian dollars, calculate the asset's Australian dollar value by converting the non-custodial asset's most recently recorded market price in the relevant foreign currency into Australian dollars using an exchange rate provided by HUB24's bank or another third-party data provider, and then show the value of the asset in Australian dollars in the Principal's online account and on any statements;
- s. exercise such rights and perform such functions as HUB24 reasonably believes are required to undertake the administration and reporting services for the Non-Custodial Service as described in the Guide; and
- t. do anything, or execute any document that HUB24 considers reasonably necessary or convenient in order to give effect to anything in paragraphs (a) to (s) inclusive above.

## Section 4 Delegation of powers

- a. HUB24 may delegate the exercise of its powers under this document to any person engaged (whether as employee or contractor) by HUB24 or its related bodies corporate (within the meaning of the *Corporations Act 2001* (Cth)), as may be required from time to time.
- b. HUB24 may appoint one or more attorneys to exercise any of its powers under this document and may revoke those appointments at any time.

## Section 5 Validity of acts

- a. The Principal declares that all acts, matters and things done by HUB24 (or its authorised delegates) in exercising powers under this document in relation to the Non-Custodial Service, will be as valid and effective as if they had been done by the Principal.
- b. The Principal agrees to ratify and confirm any act of HUB24, or its authorised delegates, in exercising powers under this document, including anything done between the revocation of this document and such revocation becoming known to HUB24.
- c. Without limiting paragraph 5(b), the Principal agrees to sign any document that HUB24 reasonably requires in order to confirm to a third party that an asset in respect of which HUB24 seeks to exercise a power under this document is a non-custodial asset.

## Section 6 Indemnity

- a. The Principal indemnifies HUB24 against any liability, loss, costs, charges or expenses that HUB24 (or its authorised delegates) may sustain or incur as a direct or indirect consequence of the exercise of any power under this power of attorney (except to the extent that such liability, loss, cost, charge or expense directly results from HUB24's fraud, wilful default, dishonesty or negligence).

## Section 7 Benefit to HUB24

- a. HUB24 may exercise a power under this power of attorney even if HUB24 may benefit as a direct or indirect consequence of the exercise of that power.

## Section 8 Revocation

- a. This power of attorney can only be revoked by written notice from the Principal to HUB24. The Principal declares that a person (including but not limited to a firm, body corporate, unincorporated association, or authority) who deals with HUB24 in good faith may accept a written statement signed by HUB24 to the effect that this power of attorney has not, to the knowledge of HUB24, been revoked as conclusive evidence of that fact.
- b. If HUB24 receives a written notice from the Principal to revoke the power of attorney, HUB24 will provide the Principal's mailing address and bank account details, sourced from the Principal's linked Scheme account, to the applicable issuer, fund manager or registry for their non-custodial asset(s), in accordance with the power of attorney. The power of attorney granted to HUB24 will cease once the issuer, fund manager or registry has been provided with this information.

## Section 9 No personal liability

HUB24's (or an authorised delegate's) exercise of any power under this document does not involve:

- a. any personal liability on the part of HUB24 or the delegate in connection with that exercise of power or its consequences (except to the extent that such liability directly results from HUB24's fraud, wilful default, dishonesty or negligence); or
- b. any express or implied warranty as to the validity of this deed poll or the right to exercise that power.

# HUB24 Private Invest Non-Custodial Service Limited Power of Attorney

## Section 10 Disclosure of personal information

The Principal acknowledges that the disclosure of personal information (including TFN or ABN) by HUB24 in relation to the Non-Custodial Service (i.e. a non-custodial asset) as permitted under this power of attorney may be to recipients outside Australia, who might not be subject to the *Privacy Act 1988* (Cth) or other laws protecting personal information. The Principal acknowledges that by consenting to such disclosure, Australian Privacy Principle 8.1 will not apply to such disclosure, meaning that HUB24 is not required to take reasonable steps to ensure such overseas recipients do not breach the Australian Privacy Principles in relation to the disclosed information. This also means that if the overseas recipient breaches the Australian Privacy Principles in respect of the disclosed information, HUB24 will not be accountable under the *Privacy Act 1988* (Cth) and the Principal will not be able to seek redress under the *Privacy Act 1988* (Cth). The Principal consents to the disclosure of personal information (including TFN or ABN) by HUB24 as permitted under this power of attorney.

## Section 11 Governing law and jurisdiction

- a. This power of attorney is made under Part 2 of the *Powers of Attorney Act 2003* (NSW) and is governed by the law in force in New South Wales, Australia. The Principal submits to the non-exclusive jurisdiction of the courts of New South Wales.

### Joint holders

The Principal agrees and acknowledges that, if this power of attorney is signed by two or more persons (including where either or all persons do so as joint investors, as a trustee of a SMSF or trust), then each of us jointly and severally appoints HUB24 as our attorney in accordance with the terms set out in this power of attorney.

### Execution

This document is executed as a deed poll. Please sign using the appropriate option below.

## Section 12 Declaration and signature

Signed, sealed and delivered by:

### 1. Full name of authorised signatory (please print in capitals your first, middle and surname)

#### Position/title

☐ Individual/Trustee ☐ Director ☐ Sole Director ☐ Company secretary ☐ Other:

Signature

Date (dd/mm/yyyy)

In the presence of:

#### Full name of witness

Address of witness

Signature of witness

# HUB24 Private Invest Non-Custodial Service Limited Power of Attorney

**2. Full name of Second authorised signatory (if applicable)** *(please print in capitals your first, middle and surname)*

**Position/title**

☐ Individual/Trustee

☐ Director

☐ Company secretary

☐ Other:

Signature

Date *(dd/mm/yyyy)*

In the presence of:

**Full name of witness**

Address of witness

Signature of witness