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# Non-Custodial Service

Information on the HUB24 Non-Custodial  
Administration and Reporting Service

**HUB24** | 15 JANUARY 2026

[hub24.com.au/noncustodialservice](http://hub24.com.au/noncustodialservice)

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



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# Non-Custodial Service

Information on the HUB24 Non-Custodial Administration and Reporting Service

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# Purpose of this Document

This Document sets out what you need to know about the HUB24 Non-Custodial Administration and Reporting Service ('Non-Custodial Service') and provides information to help you decide whether to use the Non-Custodial Service.

This Document also sets out information about you and your adviser's role and obligations, and the conditions of using the Non-Custodial Service.

This Document provides the following information:

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

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

## Important information

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

## Other important documents

### HUB24 Non-Custodial Service

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

### HUB24 Invest

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

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

## About this Document

**This Non-Custodial Administration and Reporting Service Document ('Document') dated 15 January 2026 for the Non-Custodial Service is issued by HUB24 Custodial Services Ltd ('HUB24', 'the Service Provider') (ABN 94 073 633 664, AFSL 239 122).**

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

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

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

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

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

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

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

## Purpose of this Document (continued)

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

We reserve the right to close your Non-Custodial Service account and will notify the account holder prior to doing so in circumstances including, but not limited to:

- where your account is being held in breach of prohibitions contained in the Agreement (including, without limitation, this Document);
- where your account might be in violation (including by us or our related bodies corporate) of an applicable law or regulatory requirement, or otherwise in accordance with our legitimate business interests, acting appropriately.

Our right to close an account includes the right to sell down assets held in the account where required to pay any outstanding fees. We will seek your instructions in relation to the completion of these steps where appropriate.

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

### Changes to this Document

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

We reserve the right to make amendments to this Document as set out in the Agreement.

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

### Access to the Non-Custodial Service

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

# 1. About HUB24 Non-Custodial Service

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

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

HUB24 Invest, is an investor directed portfolio service ("IDPS") through which investments are held on your behalf by HUB24 (as Custodian). HUB24 Invest, is underpinned by our award-winning<sup>1</sup> investment platform, which allows you to tailor an investment strategy from an extensive range of available investment options. You and your adviser can consider your goals and determine the investment and insurance strategy that's right for you. When you use HUB24 Invest, we manage all your investments, execute your instructions and we provide comprehensive tax and performance reporting. For more information on how HUB24 Invest operates please refer to:

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

HUB24 Non-Custodial Service is an administration and reporting service for non-custodial assets that are not held by HUB24 within HUB24 Invest. Non-custodial assets may be owned and held by you directly or held by an external custodian, of your choice, on your behalf.

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

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

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



<sup>1</sup> HUB24 won Best Platform Overall, Best Platform Managed Accounts Functionality, Best in Product Offering, Best in Decision Support Tools, Best in Online Business Management and Most Improved in the 2024 Investment Trends Platform Competitive Analysis and Benchmarking Report.

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

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

Feature	Description
Who can invest?	Investors with a HUB24 Invest (Choice) account. The Non-Custodial Service account must be in the same legal name as your HUB24 Invest (Choice) account.
Cooling off	Cooling-off rights may apply however this depends on the underlying investment provider.
Investment menu	A broad range of eligible assets can be administered under the Non-Custodial Service, including: <ul style="list-style-type: none"> <li>unregistered investment syndicates;</li> <li>managed investment schemes or products not accessible via HUB24 Invest ;</li> <li>alternative investment structures ;</li> <li>listed securities on overseas exchanges not currently approved in the IDPS; and</li> <li>other eligible assets approved by us from time to time.</li> </ul>
Minimum initial deposit	Depends on the underlying investment provider.
Mailbox service	Where we are the registered address for non-custodial assets, we will receive all correspondence in relation to your non-custodial assets on your behalf, unless otherwise agreed.
Asset administration	We help you to manage your non-custodial assets by performing administration functions, including: <ul style="list-style-type: none"> <li>Setting up and maintaining your Non-Custodial Service account;</li> <li>Recording your transactions (non-custodial asset purchases, withdrawals, distributions etc.) in your Non-Custodial Service account;</li> <li>Regular reconciliations of your non-custodial assets to ensure they reflect your holdings with the applicable registries, product issuers and fund managers;</li> <li>Preparation of your non-custodial annual tax statement; and</li> <li>Other functions as required from time to time to administer your Non-Custodial Service account.</li> </ul>
Reconstruction service	To assist in establishing your non-custodial assets in the Non-Custodial Service (subject to the appropriate data being supplied), we can reconstruct your capital gains tax ('CGT') parcel history, and this information will be used for tax statement purposes and to provide historical performance reporting.
HUB24 Invest cash account	To simplify administration, we use your HUB24 Invest cash account (wherever possible) for all transactions related to your non-custodial assets. This means that you can see all of your non-custodial asset related transactions through a single cash account.
Non-custodial asset instructions	We carry out your investment instructions, including non-custodial asset purchases, withdrawals, corporate actions and other transactions, that are owned directly by you and administered in the Non-Custodial Service, unless otherwise agreed.
CGT parcel allocation	Choose from three different CGT parcel allocation methods, according to your preference. These include minimise gain, maximise gain or 'first in first out' approach.
Tax reporting	Each year, we provide you with an annual tax package that contains all income and capital gains information relating to your non-custodial assets, simplifying the process of completing your annual tax return.
Comprehensive reporting	You have access, via InvestorHUB, to a range of reports for your non-custodial assets.
Online access	View your non-custodial assets, alongside your HUB24 Invest investments via InvestorHUB. InvestorHUB offers an easy and convenient way to monitor your investments in one place.

### 3. How the Non-Custodial Service Works

#### About HUB24 Invest and the Non-Custodial Service

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

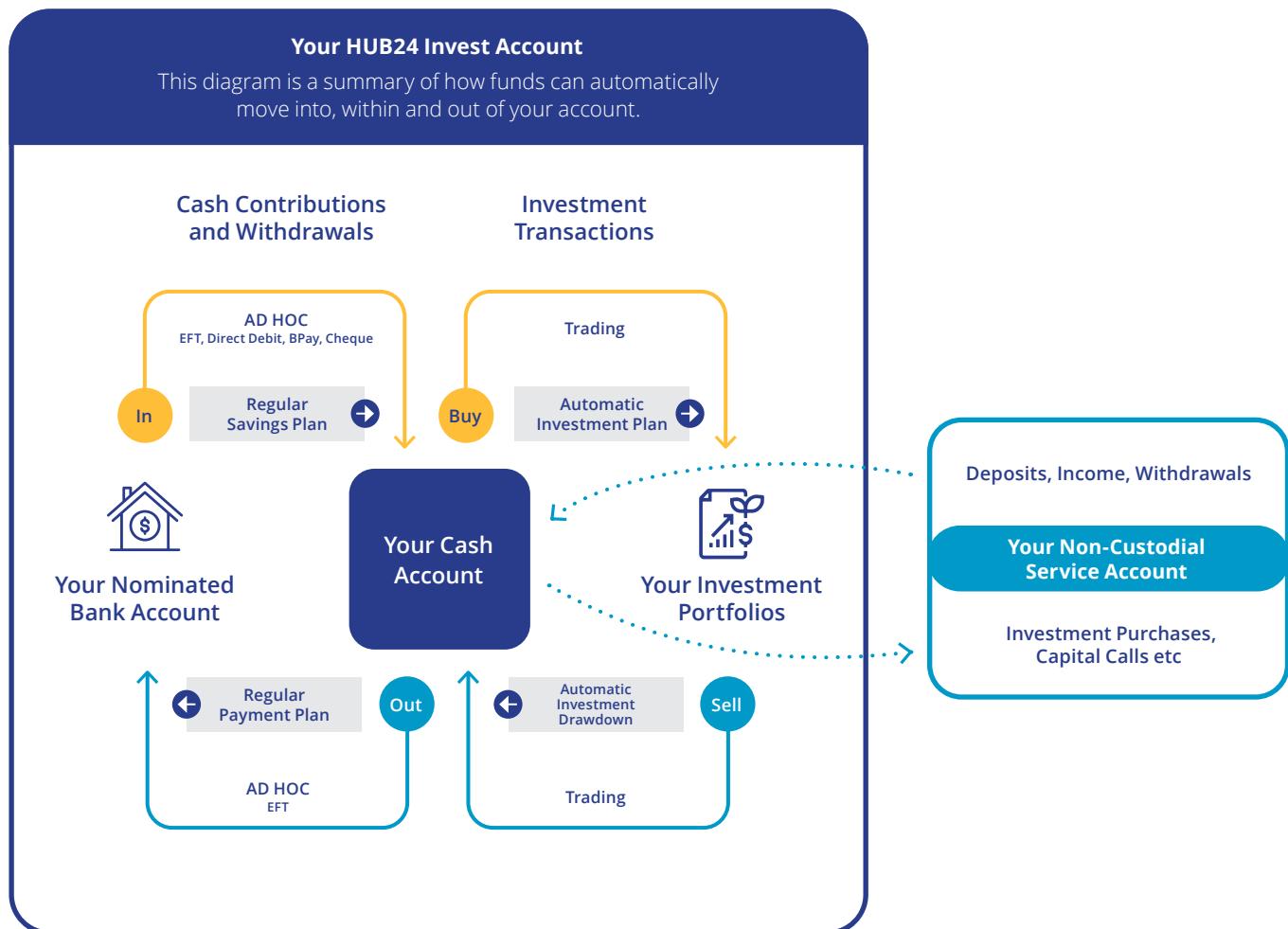
HUB24 Invest offers a broad range of investments, refer to the HUB24 Invest – Choice Menu Investment Booklet ('Choice Menu') for the full list of investment options available. The HUB24 Invest Choice Menu is regularly reviewed to ensure it meets the changing needs of investors. The assets that are accessible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

Your HUB24 Invest account will need to be established before your Non-Custodial Service account is setup. Both your HUB24 Invest account and the Non-Custodial Service must be in the same legal entity name.

To streamline the administration of your non-custodial assets, we use the HUB24 Invest cash account (unless we agree otherwise), for all transactions related to your non-custodial assets such as income, withdrawals, other deposits, asset purchases, payment of advice and administration service fees and any other costs that relate to your non-custodial assets.

On receipt of your non-custodial asset instructions, via your adviser, we will only arrange for the purchase of non-custodial assets provided you have sufficient cleared funds in your HUB24 Invest cash account.

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



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

#### Accessing the Non-Custodial Service

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

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

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

By signing the Non-Custodial Service Application Form, you agree to the terms and conditions set out in the Non-Custodial Service Application Form, this Document and the LPOA. These documents form the basis of our Agreement with you in respect of the Non-Custodial Service.

#### Limited Power of Attorney

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

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

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

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

It is important to note that if you have signed the HUB24 Invest Application Form under an Australian power of attorney, then you may be unable to legally sign the Non-Custodial Service LPOA and therefore you will not be able to participate in the Non-Custodial Service.

#### Non-Custodial Asset Instructions

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

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

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 are not required to enquire as to whether instructions are genuine or proper but reserve the right to do so.

We may rely on an instruction as valid unless we are advised that an instruction is not a genuine instruction from you or your adviser (if applicable). We may accept such evidence as we consider satisfactory as conclusive evidence of the authority of any person to give instructions.

You may choose us to complete your non-custodial asset applications and/or investment instructions, where we have the ability to instruct the issuer of the non-custodial asset. Alternatively, you may choose to act directly with the relevant registry, product issuer or fund manager if the assets are held in your name. If you act directly, you will need to notify us so that we can ensure your non-custodial asset records are kept up to date.

On receipt of your non-custodial asset instructions, we must act in accordance with your instructions, unless otherwise agreed (for example in respect of certain assets), on the basis that we have a valid LPOA and we can instruct the issuer of the non-custodial asset directly. If we believe your LPOA is not valid or we cannot contact the issuer of the non-custodial investment directly, then we will not process your instructions, and we will contact you for further information.

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

We will also need to comply with the registry, product issuer, or fund manager's AML/CTF requirements. If we do not have all of the relevant information and/or documentation, the processing of your non-custodial asset instructions may be delayed.

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

In certain circumstances, your non-custodial assets can be sold down without obtaining your instructions to maintain the minimum cash balance in your HUB24 Invest cash account.

For example, when rebalancing or reallocating occurs, we may acquire or dispose of assets in your account from time to time without any prior specific instructions. Refer to the 'Minimum cash balance' section for further information in the IDPS Guide.

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

You may also authorise us to make any decisions relating to corporate actions without consulting you first. We generally do not seek your instructions in relation to corporate actions; however, we may, at our discretion, exercise certain corporate actions according to your instructions.

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 are not required to enquire as to whether instructions are genuine or proper but reserve the right to do so. We may rely on an instruction as valid unless we know that an instruction is not a genuine instruction from you or your adviser (if applicable). We may accept such evidence as we consider satisfactory as conclusive evidence of the authority of any person to give instructions.

We have no obligation to act in accordance with the instructions if we:

- Reasonably consider them ambiguous, unclear or in conflict with any applicable law, regulations or local market practice.
- Reasonably believe they are not directed by you; in which case, we'll notify you of this.

If there has been a change or event which we have not yet informed you about, but we reasonably believe is an important consideration in making a non-custodial investment via your Non-Custodial Service account, we may be unable to immediately comply with any investment instruction we receive from you.

If any of these circumstances occur, then we will contact you and will only execute your instructions when we believe you have received all the necessary information.

We may do anything that we reasonably consider necessary to give effect to an instruction or that is incidental to an instruction, even if we have not received an instruction to do that particular thing. We may reasonably determine the order in which we give effect to instructions and may give effect to part of one instruction and part of others before, or without, giving effect to the remaining parts of each instruction.

Instructions will continue in force until:

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

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

- a. we reasonably suspect that you are in breach of the Agreement or if we reasonably doubt the authenticity of the instruction;
- b. you have not:

- i. properly completed such forms or done such things as we require;
- ii. made such acknowledgments and given such undertakings as we reasonably require;
- iii. provided such information, documentation, and other things as we reasonably require; or
- iv. provided reasonable assistance to us to enable us to meet our obligations;
- c. acting on the instruction would, in our opinion, cause us to breach any law, regulation, applicable policy issued by a regulator, or this Agreement;
- d. the instruction is to acquire or accept an asset that does not meet our non-custodial asset criteria (see 'Eligible Assets' in the Non-Custodial Assets Section);
- e. if acting on the instruction would, in our opinion, be impracticable or contrary to relevant market practices;
- f. unless you have made arrangements (satisfactory to us) for the payment of any unpaid amounts or amounts which we consider will become payable;
- g. if we are not satisfied as to the meaning of the instruction;
- h. if we are not satisfied that we are indemnified to our satisfaction against possible liability arising from acting on that instruction; or
- i. in any other circumstances described in this Agreement.

If we believe that your LPOA is not valid then we will not process your instructions and we will contact your adviser for further information.

#### Registered address for non-custodial assets

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

This mailbox service does not apply where:

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

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

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

#### **Reconstruction Service**

The reconstruction service we provide covers the reconstruction of your CGT parcel history for the provision of your annual tax package, and, where relevant, may also extend to include historical performance reporting for your non-custodial assets.

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

#### **Your Account Details**

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

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

#### **Capital Gains Tax (CGT) Parcel Allocation**

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

#### **Residency For Tax Purposes**

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

#### **Wholesale Investor Status**

The status of your HUB24 Invest account (i.e. a wholesale or retail investor) will also apply to your Non-Custodial Service account, where relevant. Your wholesale status and consequential cooling-off rights depend on the underlying investment provider and the basis upon which you are investing in such assets (either as a 'retail' or 'wholesale' client).

## 4. Non-Custodial Assets

### Eligible Assets

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

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

Certain information and documentation will be required before we can approve the non-custodial asset for inclusion in the Non-Custodial Service (for example, reliable periodic valuation and tax information). Please discuss this with your adviser, if you have one, for further information.

### Eligible Asset Definition

Throughout this Document and for the purposes of the Non-Custodial Service, a reference to an 'asset' means the total holding(s) in a particular non-custodial asset. You may have multiple units or parcels of a particular asset with a registry, product issuer or fund manager. Where we refer to an asset, we refer to the total holding(s) of that individual asset.

### Transaction Confirmations

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

### Asset Notices and Correspondence

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

### Managing Your Non-Custodial Asset Information

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

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

### Corporate Actions

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

As you are the registered holder of assets in your account, you generally do have voting rights (or the right to proxy voting) at meetings of members of the relevant entity of which you hold an interest in. If there is a corporate action, we will require your instructions, unless we agree otherwise, or you may choose to exercise your instruction directly via your adviser (if applicable) or with the registry, product issuer or fund manager. If the latter occurs, you will need to notify us (so that we can ensure your asset records are kept up to date).

We generally do not exercise any other rights in relation to your non-custodial assets, including receiving shareholder benefits such as discount cards, attending meetings, voting or class actions. Please refer to voting policy on our website for further information.

## 4. Non-Custodial Assets (continued)

### Eligible Asset Valuations

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

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

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

### Performance History

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

### Standing Instruction to in specie transfer Non-Custodial Assets to HUB24 Invest

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

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

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

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

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

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

### International Non-Custodial Assets

International non-custodial assets may include securities, funds or products that are issued in overseas markets or are held in foreign currencies. Where required, we will convert AUD into other currencies and other currencies into AUD (as applicable), to implement your instructions regarding any non-custodial assets that are not priced or valued in AUD. These conversions are subject to a foreign exchange fee where the conversion is completed via the product (please refer to the 'Fees and costs' section in Part II of the IDPS Guide for more information).

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

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

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

By agreeing to such disclosure of information to overseas recipients, Australian Privacy Principle 8.1 will not apply to such disclosure and so we are not required to take reasonable steps to ensure the overseas recipients do not breach the Australian Privacy Principles in relation to the disclosed information. This also means that if the overseas recipient breaches the Australian Privacy Principles in respect of the disclosed information, we will not be accountable under the *Privacy Act 1988* (Cth) ('Privacy Act') and you will not be able to seek redress under the Privacy Act.

For joint, SMSF, company and trust accounts, you should ensure that all signatories and agents associated have agreed to the disclosure of their personal information overseas for the purpose of your Non-Custodial Service and for us to administer your non-custodial assets. By executing the Non-Custodial Service Application Form and LPOA you and your agents are agreeing to the above.

## 5. Your Investment Rights

As the owner of the assets in your Non-Custodial Service account, you hold the legal interest unless you have appointed an external custodian and HUB24 will be the registered mailing address for correspondence in relation to your Non-Custodial Service account, unless otherwise agreed.

### Where assets are held directly by you

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

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

Feature	Description
Legal title	You will be the legal owner of the assets in your Non-Custodial Service account and the assets are held and registered under your own name.
Certain shareholder benefits	You receive 100% of all shareholder/unit holder or managed fund benefits (as applicable). You are responsible for communicating with the relevant share/unit registry or fund manager to receive this benefit.
Voting at shareholder meeting	You can vote at shareholder or unit holder meetings as you see fit. Refer to our voting policy at <a href="http://www.hub24.com.au/product-documents/hub24-invest-voting-policy/">www.hub24.com.au/product-documents/hub24-invest-voting-policy/</a> .
Managed funds	You are the direct unit holder.
Cooling-off period for return of security	If you have invested in an investment as a retail client, cooling-off rights will apply to certain investments only (i.e. managed funds). For more information refer to the relevant disclosure documentation for the investment you are considering. If you have invested in an investment as a wholesale client, cooling-off rights will generally not apply. For more information refer to the relevant disclosure documentation for the investment you are considering.
Investor communications	Where we act as the registered address for correspondence in relation to your non-custodial assets, then providers of the non-custodial assets will communicate with us directly. We will provide you with a copy of any correspondence that requires your attention.
Withdrawal rights	The issuer of the investment will communicate with us directly, regarding any right you may have to withdraw from the investment, including statutory rights where there is a defective product disclosure document. We will provide you with a copy of any correspondence that requires your attention.
Minimum investments and withdrawal requirements	Minimum investments and withdrawal requirements may apply. These are determined by the issuer of the relevant non-custodial asset.
Fees	As a non-custodial asset investor, you will incur the fees and costs which apply to your non-custodial assets.
Processing time on transactions	Although we may arrange your transactions, the investment manager, or your adviser (if applicable), will act on your instructions independently which may change the processing time.

### Where non-custodial assets are held by an external custodian on your behalf

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

## 6. How we keep you informed

### InvestorHUB

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

The table below summarises how you can monitor your non-custodial assets using InvestorHUB.

Communications	Purpose
Welcome email	Contains your HUB24 Invest account number, unique Customer Reference Number ('CRN') for your HUB24 Invest account and details how to log in and monitor your Non-Custodial Service account.
Daily valuation, cash account balance, transaction reports, asset performance, income and dividends reports	Ongoing reports that you can generate online at any time.
Annual tax package	Each year, you will receive an annual tax package containing all income and capital gains information relating to your non-custodial assets, simplifying the process of completing your annual tax return.

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

### Your InvestorHUB Mobile App

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

You can:

- view details of your account holdings, including asset allocation;
- view important notifications from us;
- update your contact details; and
- download all reports including your annual tax statement package.

### Non-custodial asset notices and correspondence

As part of the mailbox service, we will provide you access to non-custodial asset notices and correspondence in respect of assets held directly by you that require your action.

## 7. Risks

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

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

### Risks Associated with the Non-Custodial Service

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

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

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

## 8. Fees and Costs

### Administration Service Fees and Costs

This section shows fees and other costs that you may be charged in relation to the Non-Custodial Service. The total fees and costs you will be charged will depend on the investments you choose (and the fees and costs applicable to such investments), the services you elect and the fees you negotiate with your adviser, if you have one. The fees and costs applying to the investments you choose will generally be set out in the relevant product disclosure statement or disclosure documents for the non-custodial assets, which can be sourced directly from the relevant investment manager.

Unless otherwise stated, all fees and costs are expressed in Australian dollars and are inclusive of Goods and Services Tax ('GST').

The fees and costs will be charged in relation to the Non-Custodial Service, as specified below, unless otherwise negotiated between HUB24 and your adviser's license (or other entity negotiating on your behalf).

#### The Non-Custodial Service

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

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

## 8. Fees and Costs (continued)

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

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

## 8. Fees and Costs (continued)

### Fees and Other Costs

#### Activity fees

Activity type	Fee amount	How and when paid
Reconstruction fee	\$110 per hour, may be charged where we reconstruct CGT parcel history (for tax or for historical performance reporting purposes) with respect to your non-custodial assets.	The fee is deducted from your HUB24 Invest cash account at the time the reconstruction service is carried out and will be shown in your HUB24 Invest cash transaction report as a 'Withdrawal'.
Non-custodial asset application fee	A once-off fee of \$220 applies to each initial non-custodial asset application.	The fee is deducted from your HUB24 Invest cash account, regardless of whether the application is accepted by the registry, product issuer or fund manager (as applicable).
Investment instruction fee	\$20 per investment instruction, per asset, may be charged when you instruct us to make additional asset purchase or sale applications. This investment instruction fee does not apply to any in specie transfer completed under a Standing Instruction.	The fee is deducted from your HUB24 Invest cash account and will be shown in your HUB24 Invest cash transaction report as a 'Withdrawal'.

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

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

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

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

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

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

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

## 8. Fees and Costs (continued)

Type of fee or cost	Amount	How and when paid
Adviser service fee <sup>1</sup>	<p>You may agree with your adviser to pay an adviser service fee for personal advice provided to you in relation to your non-custodial assets. The amount payable is agreed between you and your adviser.</p> <p>An adviser service fee may be specified as one of the following:</p> <ul style="list-style-type: none"> <li>a. Fixed % amount p.a.</li> <li>b. Tiered % amount p.a.</li> <li>c. Fixed \$ amount p.a.</li> <li>d. Combination of fixed % or tiered % p.a. and fixed \$ amount p.a.</li> </ul> <p>Where you specify a fixed \$ amount p.a. you may agree with your adviser to automatically index this fee in line with the annual change in Consumer Price Index ('CPI') or a fixed percentage (up to 5% p.a.) on a specified month each year.</p>	<p>The adviser service fee can be an ongoing fee or a fixed term fee of up to 12 months and is calculated daily on your Non-Custodial Service account balance (unless otherwise agreed with your adviser) (based on the latest available pricing at the time the fee is calculated).</p> <p>The adviser service fee is paid to your adviser's licensee monthly in arrears from your HUB24 Invest cash account and will be shown on your HUB24 Invest cash transaction report as a 'Withdrawal'.</p>
One-off advice fee	<p>You may agree with your adviser to pay a one-off advice fee for personal advice provided to you in relation to your non-custodial assets.</p> <p>The one-off advice fee is a dollar-based fee. The amount payable is agreed between you and your adviser.</p>	<p>The one-off advice fee is deducted from your HUB24 Invest cash account at the time a request for deduction of the fee is processed.</p> <p>The one-off advice fee is paid to your adviser's licensee monthly in arrears (and mid-month if elected by your adviser's licensee)<sup>2</sup> from your HUB24 Invest cash account and will be shown in your HUB24 Invest cash transaction report as a 'Withdrawal'.</p>

<sup>1</sup> Tiered % fees are not available at the issue date of this Document. We will publish an update on the product website and notify you via InvestorHUB when this functionality becomes available.

<sup>2</sup> If you are a retail client and your account contains borrowed amounts, we will not pay adviser service fees that are asset-based (i.e. calculated as a percentage of your total account balance).

### Additional Explanation of Fees and Costs

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

#### Tiered Administration Fee

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

To work out the fee rate that will apply to your non-custodial assets, we first take into account the balance of your HUB24 Invest account and apply the fee tiers to your non-custodial balance as if your account balance was notionally increased by the value of your HUB24 Invest account.

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

By way of example:<sup>3</sup>

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

<sup>3</sup> Other fees and costs may apply in addition to those provided in the example. Other fees and costs may include, for example, international listed security fees and expense fees. Please refer to 'Administration Fees and Costs' above in Section 8 for more information.

## 8. Fees and Costs (continued)

And:

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

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

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

By way of example:<sup>1</sup>

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

### Expense Fee

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

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

By way of example:

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

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

By way of example:

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

### Investment Fees and Costs

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

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

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

## 8. Fees and Costs (continued)

### Family Group Fee Discount

Family Groups (you and relevant members of your family)<sup>1</sup> may be eligible for a fee discount in respect of the Tiered Administration fee (shown in the table under heading 'Administration Service Fees and Costs' in Section 8 above – Part a) where each member of the Family Group has the same adviser, where you have an adviser.

The Family Group may also include accounts your family members have through the Core Menu or the Choice Menu in HUB24 Super<sup>2</sup> in addition to any HUB24 Invest Core Menu or Choice Menu or HUB24 Private Invest accounts they have. However, any additional discount applicable as a result of the Non-Custodial Service will be reflected as a reduction in the Tiered Administration Fee for the Non-Custodial Service only and will not impact the fees payable on the HUB24 Super, HUB24 Invest or HUB24 Private Invest accounts.

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

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

### Your Consent for the Payment of Fees and Costs

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

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

This may be done without seeking prior instruction from you.

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

### Reconstruction Fee

A fee may be charged by us if we are required to re-construct your CGT parcel history for tax or historical performance reporting purposes.

### Payment of fees on your behalf

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

<sup>1</sup>Defined as immediate family members, such as spouse, defacto/domestic partner, child (including an adopted child, a stepchild or ex-nuptial child), parent, sibling and grandchild. For companies, family trusts, and self-managed superannuation funds – the directors and beneficiaries must be members of the same immediate family as described earlier.

<sup>2</sup>HUB24 Super is a superannuation service administered by HUB24. A copy of the HUB24 Super product disclosure statement and target market determination can be obtained from your adviser or is available at [hub24.com.au/product-documents/hub24-super-documents/](http://hub24.com.au/product-documents/hub24-super-documents/). Before you make any decision about whether to acquire or continue to hold the product or an investment available in the product, you should consider the HUB24 Super product disclosure statement and it is recommended you obtain professional financial advice tailored to your personal circumstances, from your adviser.

## 8. Fees and Costs (continued)

### Alternative forms of remuneration

The Service Provider may receive remuneration, including fees and other direct or indirect benefits, from providers of some of the financial products available through the Service. The Service Provider may also directly or indirectly receive remuneration for services it provides in respect of some of the accessible financial products or financial services made available through the Non-Custodial Service, for example where the Service Provider (or its related parties) provide technology services or act as custodian, administrator or model manager for the financial product. The Service Provider may also be entitled to remunerations from financial institutions (including banks, fund managers, portfolio managers, insurers and issuers of longevity products) whose financial products are available through the Non-Custodial Service.

### Variation of Fees

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

For any other materially adverse changes, advance notice will also be provided to investors at least 30 days in advance, where practicable, otherwise advance notice of materially adverse changes will be provided as permitted.

If a change to fees and costs occurs that is not materially adverse to investors, we will update this Document by publishing the updated information on the website shown on the front cover of this Document.

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

We may individually negotiate fees with you or your adviser (if you have one) on the basis of the value of your non-custodial assets.

### Negotiated Fee Changes

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

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

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

Your adviser can provide you with further information about any such arrangement. If you leave your adviser or your adviser leaves their Licensee, the fees and other costs that apply may change and you may revert to the fees and other costs described in this Document. If there is another entity negotiating the fees on your behalf, they may from time to time negotiate the fees and other costs described in this Document. Notice of any such change will be given to you as required by law.

## 9. Tax

The Australian taxation system is complex, and different investors face different circumstances. We do not give tax advice and we recommend that all investors seek professional taxation advice appropriate to regarding each specific investment you hold or propose to hold relevant to your own circumstances.

The following information assumes:

- you're an Australian resident for taxation purposes you hold the investments on capital account (i.e. you're an investor rather than a trader). Accordingly, you may qualify (depending on the type of taxpayer you are) for a CGT discount on gains made on the disposals of assets held for more than 12 months.
- you're not subject to the Taxation of Financial Arrangements ('TOFA') regime you have not made an election out of the 12-month rule in relation to short-term foreign exchange transactions.

In addition, the tax treatment described in this section doesn't apply if you hold the assets on revenue account, as trading stock or as part of a profit-making undertaking or scheme.

Approved non-resident investors for taxation purposes investing in the Non-Custodial Service must carefully consider Australian withholding and other taxes, duties and charges.

The tax comments which follow are also made on the basis that you will:

- have an absolute entitlement as the ultimate beneficial owner to the assets in your account; and
- be made presently entitled to all the distributable income attributable to the assets in your account.

This means all income, gains and losses from assets held in your account will effectively be treated as if you made those the income, gains or losses directly.

We will provide you with the relevant information in your annual tax package to help your tax adviser determine your tax liability and complete your tax return.

You should be aware that all comments in the Document about tax and on your annual tax package are based on our understanding of taxation law at the date of preparing the Document or tax package. You should be aware that laws and interpretations of those laws may change at any time.

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

### CGT Parcel Allocation

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

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

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

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

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

### Tax on Income

Income (including dividends and trust distributions) may be received for assets in your Non-Custodial Service account and this income is generally assessable for tax purposes. Franking credits may be allocated to you in relation to this income.

Special treatment applies to Australian franking credits from New Zealand companies.

Foreign income may be subject to foreign taxes. You may be entitled to a tax credit in respect of this tax.

You should consult your adviser in relation to any tax credit or rebate you may be entitled to.

## 9. Tax (continued)

### Withholding Tax

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

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

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

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

### Non-Resident Investors

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

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

If you change from being a non-resident for tax purposes to becoming an Australian resident for tax purposes or vice versa, tax consequences may apply.

If you become a US resident and reside in the US, you will be unable to invest in US listed securities.

Furthermore, if you're part of an unregulated trust and are a US resident who resides in the US, you will be unable to invest in international listed securities.

### Exchange Rates Gains/Losses

Exchange rates used for the purpose of converting trades, income receipts and other transactions will be advised to us by the relevant registry, product issuer and/or fund manager (as applicable) and transactions will be reported in the equivalent Australian dollar amounts using these rates.

The taxation treatment of any foreign exchange gains or losses that may arise as a result of this conversion will generally be folded into the taxation treatment of the transactions themselves. That is, for example, if a transaction gives rise to a capital gain assessable under the capital gains tax rules, any part of the gain that may be attributable to foreign exchange movements will be assessed as a capital gain and will not need to be reported separately. Similarly, foreign exchange gains or losses which result from conversion of ordinary income will be part of the ordinary income (if gains) or offset against it (if losses). When there are exceptions to these rules that may apply due to particular circumstances, we will inform you.

### Fee Deductibility

Most fees charged to your account are deductible for tax purposes. This is reflected in your annual tax package.

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

You should check your individual circumstances with your tax adviser.

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

## 9. Tax (continued)

### GST and Other Government Charges

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

### Estimated Tax Data

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

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

### Annual Tax Package

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

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

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

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

# 10. General Information

## Publishing and notification of disclosure documents

We may make disclosure documents and other communications available to you electronically. These disclosure documents or other communications or disclosure may include important update notices, ongoing disclosure of material changes and periodic statements.

As part of your application to open an account in the Non-Custodial Service, you agree that we may make the communications and disclosures referenced above, and any other notice, document or other information required to be given to you under law (or the Agreement with you), available to you electronically in one of the following ways (where permitted by law):

- by making the document, communication, disclosure or other information available via InvestorHUB or such other website as notified to you or your adviser (if any) from time to time;
- by making the document, communication, disclosure or other information available via the mobile app;
- by sending it to an email or address you have provided;
- by sending you an email or other electronic communication providing a website reference or hypertext link to document, communication, disclosure or other information.

It is important you notify us as soon as reasonably possible if any of your contact details or any of the contact details for your adviser (if any) change.

## Key Responsibilities

### Your Role

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

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

You must notify us in writing as soon as practicable after the date of terminating your relationship with any adviser and provide details of any replacement adviser.

If you decide to leave your Adviser and not appoint a new adviser, you must notify us as soon as reasonably possible. It is important to note that while you do not have an authorised adviser, you will need to take over the obligation of your adviser with respect to the provision of relevant information and instructions. You will need to monitor and maintain your non-custodial account. You will be responsible for providing buy and sell instructions for non-custodial assets to the Service Provider. You will also need to arrange for any relevant documentation to be signed and returned to us in a timely fashion.

If you no longer have an authorised adviser:

- you may be subject to our standard terms and conditions and the maximum fee and costs, set out in the Document on issue at the relevant time. This may (but will not necessarily) result in a change, including an increase in fees and costs. You should consider the information in that document before deciding whether to remain in the Non-Custodial Service; and
- the adviser fees that you have negotiated and paid to your current adviser will cease.

### Your Adviser's Role

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

You agree that:

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

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

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

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

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

### Our Role

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

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

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

## 10. General Information (continued)

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

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

### Authority to Act on Your Behalf

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

### Service Provider Discretion

The Service Provider has all rights which are reasonably necessary or expedient, taking into account factors such as commercial or risk considerations, and its legitimate business interests, acting appropriately, for it to provide the Non-Custodial Service.

The service provider will exercise its rights, discretions and powers as set out in this Document, having regard to its legitimate business interests, acting appropriately. In doing so, it will take into account the following:

- commercial, operational and risk considerations;
- the terms of the Agreement with you;
- legal and regulatory obligations that apply to the Service Provider; and
- any other factor which the Service Provider considers appropriate, having regard to its legitimate business interests.

### Labour standards, or environmental, social or ethical considerations

Labour standards and environmental, social, or ethical considerations are not taken into account by the Service Provider in administration of non-custodial assets. For more information about which underlying investment managers, fund managers or portfolio managers take into account labour standards or environmental, social or ethical considerations in the selection, retention or realisation of investments, and the extent to which and how they take these factors into account, refer to the applicable product disclosure document for the relevant investment option.

### Providing data electronically to a third party

You can authorise the Service Provider to provide current and historical account and transactional data for your account by electronic file to a third party, such as a self-managed super fund administrator.

This streamlines the provision of data by eliminating the need to re-enter data into another system.

For this purpose, data may be provided to a software vendor which then provides it to your nominated third party. The software vendors we currently have arrangements with are located in Australia and store client data in Australia. They may, however, also have offices offshore (for example, in India or the Philippines)

### Liability and Indemnity

This section relates only to the Non-Custodial Service.

You agree to indemnify us, our related bodies corporate and employees, directors, officers, and agents against any loss arising out of or in connection with this Agreement to the maximum extent permitted by law, including in connection with, arising from or related to:

- a. the proper performance of our duties, functions or obligations in relation to the Service or our Agreement with you;
- b. any orders placed by us or any of our representatives for you under your or your adviser's instructions (where you have one); and
- c. any claims from third parties in relation to the Non-Custodial Service and your account, except to the extent that such loss is caused by the fraud, negligence, or dishonesty of us, our related bodies corporate, employees, directors, officers, or agents.

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

- a. our actions or omissions in reliance on our obligations under this Agreement;
- b. acting on your instructions (or not acting on your instructions, where we are permitted not to act);
- c. errors in, omissions from, non-receipt of, or invalidity of your instructions;
- d. delay in implementing instructions, including as a result of us not being able to or being prevented for a period of time from implementing the instructions, where it is impracticable to make such implementation or if we require clarification of the instructions;

## 10. General Information (continued)

- e. your breach of the Agreement;
- f. any event or circumstances beyond our reasonable control;
- g. reliance in good faith on information, notice, opinion or advice provided by a third party (for example, asset prices) or on a document or a message we have no reason to believe is not authentic;
- h. any act, omission, neglect or default of you, or any third party instructed by us on your behalf (not being an agent of us) in relation to your Account;
- i. any act or omission required by law or by court of a competent jurisdiction;
- j. any payment having been made to a fiscal authority, including any taxes, stamp duty or government charges;
- k. the insolvency of a sub-custodian or any other service provider we appoint;
- l. any act or omission of an operator of a securities title, transfer or holding system;
- m. consequential or indirect loss, loss of profits, loss of opportunity, loss of goodwill, or loss or corruption of data; or
- n. any other matter having regard to our legitimate business interests, acting appropriately except to the extent that such loss is caused by our fraud, negligence, or dishonesty of us, our related bodies corporate, employees, directors, officers, or agents.

We hold the benefit of any indemnities, exclusions of liability or limitations of liability under this Agreement on trust for our related bodies corporate, employees, directors, officers and agents.

To the extent permitted by law, the aggregate liability of us, our related bodies corporate or any of our employees, directors, officers, and agents:

- arising out of or in connection with the Non-Custodial Service is limited to the value of assets held in your non-custodial account at any one time in the twelve month period immediately preceding the first claim made to which we are entitled and can recover through our right of indemnity against the assets of HUB24 Invest;
- arising out of or in connection with the Non-Custodial Service is limited to the fees paid or payable by you under this Document in respect of the period of 12 months ending on the date that the loss arose.

### Cessation of the Non-Custodial Service

This section relates only to administration of non-custodial assets. Ceasing to use the Non-Custodial Service for your assets will not affect your HUB24 Invest account. You will continue to have access to HUB24 Invest for as long as you have a HUB24 Invest account.

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

- a. the LPOA is revoked, or becomes invalid, for any reason;
- b. we receive an instruction from you to cease providing you with the Non-Custodial Service, including an instruction to withdraw your Standing Instruction in its entirety;
- c. providing the administration services for non-custodial assets may breach any laws or regulations;
- d. if you become insolvent (including if you are unable to pay your debts when due or do anything that suggests you cannot do so);
- e. if you breach this Agreement and (if rectification is possible) you fail to rectify the breach within 10 business days following notice by us to you of such breach;
- f. the AFSL authorising us to provide the Non-Custodial Service is revoked, cancelled, or suspended by ASIC, or varied so that we are not authorised under the AFSL to provide the Non-Custodial Service

### Term

This Agreement commences on the date of our acceptance of your Application Form and will continue until terminated in accordance with the terms in the 'Termination' section.

### Termination

The Agreement may be terminated by either party providing 14 days' written notice of termination to the other party.

Ceasing to use the Non-Custodial Service for your assets will not affect your HUB24 Invest account. You will continue to have access to HUB24 Invest for as long as you have a HUB24 Invest account. However, your access to, and use of, the Non-Custodial Service for non-custodial assets will terminate immediately if you close your HUB24 Invest account.

## 10. General Information (continued)

We reserve the right to immediately terminate this Agreement in which case we will promptly notify you), in the following circumstances:

- a. your LPOA is revoked, or becomes invalid, for any reason;
- b. your standing instruction is revoked in its entirety;
- c. providing the administration services for non-custodial assets may breach any laws or regulations;
- d. you become bankrupt or insolvent (including if you are unable to pay your debts when due or do anything that suggests you cannot do so); or
- e. where your Non-Custodial Service account might be in violation (including by the Service Provider or its related bodies corporate) of an applicable law or regulatory requirement;
- f. if you breach the terms and conditions contained within the Agreement, the IDPS Guide or IDPS Contract, and (if rectification is possible) you fail to rectify the breach within 10 business days following notice by us to you of such breach;
- g. if we are not able to recover any fees or costs or expenses to which we are entitled from your HUB24 Invest cash account (or, if applicable, after attempting to sell down your non-custodial assets);
- h. we become aware that your account is being used fraudulently or for money laundering or terrorism financing;
- i. the AFSL authorising us to provide the Non-Custodial Service is revoked, cancelled, or suspended by ASIC, or varied so that we are not authorised under the AFSL to provide the Non-Custodial Service;
- j. otherwise in accordance with our legitimate business interests, acting appropriately.

On termination of the Non-Custodial Service (if your HUB24 Invest account has not been closed):

- a. where possible, and subject to any laws or regulations, we will settle any transactions related to non-custodial assets that are in progress but have not yet settled;
- b. you shall pay us all accrued fees, costs and expenses, and we will, subject to any provision to the contrary in the Agreement promptly deliver to you all final reports in relation to your non-custodial assets, within a reasonable time (generally within 30 days). During that time, we may deal with your Non-Custodial Service account to settle or offset existing obligations;
- c. you, must confirm the linked HUB24 Invest account mailing address, and bank account details, are correct and valid so we can update your details with the relevant issuer, manager or registry for your non-custodial asset(s), in accordance with the LPOA. The LPOA appointing HUB24 will cease once we provide the issuer, fund manager or registry with this information; and
- d. we will remove any non-custodial assets from InvestorHUB;

- e. you acknowledge and agree that there may be delays in transferring or disposing of your non-custodial assets.

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

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

### Independent rights

HUB24, any of its related bodies corporate or associates or any of their officers or employees may, subject to law:

- a. represent or act for, or contract with, individual investors in the Non-Custodial Service;
- b. deal with their associates, the Non-Custodial Service or any investors in the Non-Custodial Service including acquire or deal with any interest in, or an asset of, a fund, scheme or trust of which HUB24 or any of its related bodies corporate or associates is the manager, trustee or responsible entity;
- c. be interested in any contract or transaction with its related bodies corporate or associates, the Non-Custodial Service or any investor in the Non-Custodial Service and retain for its own benefit any profits or benefits derived from any such contract or transaction;
- d. deal in any capacity with any responsible entity or with any related body corporate or associate or with any trust; or
- e. act in any capacity in relation to any other trusts, including buying and selling Non-Custodial Service property from or to itself in another capacity, without in any such case being liable to account to the Non-Custodial Service, HUB24 or to any investor in the Non-Custodial Service.

### Potential conflicts of interests

HUB24 has in place policies and procedures to manage potential and actual conflicts appropriately. In the event that a potential or actual conflict between interests or duties arises, we will take appropriate steps to avoid, manage or disclose such conflicts as required.

### Privacy

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

## 10. General Information (continued)

The HUB24 Ltd Group Privacy Policy applies to the Service Provider and to any related body corporate who provides services to them. It is available upon request and free of charge by contacting the client services team on 1300 508 797 or by email at [admin@hub24.com.au](mailto:admin@hub24.com.au). The HUB24 Ltd Group Privacy Policy is also available free of charge at: [www.hub24.com.au/privacy-policy](http://www.hub24.com.au/privacy-policy)

The HUB24 Ltd Group Privacy Policy contains information about:

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

Your personal information is collected to:

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

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

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

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

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

- your adviser and their Australian Financial Services Licensee (including any replacement adviser or Australian Financial Services Licensee), unless you instruct us otherwise in writing;
- your personal representative, attorney, or agent, unless you instruct us otherwise in writing;
- the responsible entity of any scheme you choose to invest in, and their service providers;
- related bodies corporate of the Service Provider, unless you instruct us otherwise in writing;
- outsourced service providers who assist with, among other things, but not limited to, custody, data storage and archiving, auditing, accounting, customer contact, legal, business consulting, identity and document verification (electronic or otherwise), banking, information technology services, data analysis or research;
- Australian banks, ADIs or other financial institutions we use from time to time in respect of your HUB24 Invest cash account;
- Australian and overseas regulatory authorities and law enforcement agencies on reasonable request by those authorities or where required by law. For example, your personal information may be disclosed to the ATO or to foreign tax authorities such as the IRS in the USA and other tax authorities in other foreign jurisdictions. The ATO may provide your personal and other information to foreign tax authorities such as the IRS. Your personal information may also be provided to other regulatory authorities such as ASIC and the Australian Transaction Reports and Analysis Centre ('AUSTRAC');

## 10. General Information (continued)

- Australian and overseas regulatory authorities and law;
- financial institutions and other similar organisations dealt with in the course of corporate activities in relation to the Non-Custodial Service or that you have nominated;
- overseas issuers, fund managers, registry or administrators (as the case requires) in the course of administering overseas non-custodial assets on your behalf and implementing your instructions;
- other third parties on your behalf for the purpose of establishing and administering your non-custodial assets, unless you have instructed otherwise; and
- to comply with a court order or in conjunction with court proceedings.

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

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

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

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

- To the extent permitted by law, you agree that we shall not be accountable or liable in any way under the *Privacy Act 1988*, or any state or territory equivalent, or any equivalent worldwide, nor shall we be liable in any way for any direct or indirect loss or damage suffered by you as a result of any overseas recipient or any third party breaching any Privacy laws worldwide, with such breach including but not being limited to breach of the *Privacy Act 1988*, any state or territory equivalents, or any overseas equivalents, and you will not be able to seek redress under the *Privacy Act 1988*, any state or territory equivalents, or any overseas equivalents.

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

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

If you wish to opt out, access or change your personal information you may do so via your HUB24 Invest account by contacting the client service team on 1300 508 797 or by email at [admin@hub24.com.au](mailto:admin@hub24.com.au).

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

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

### You may also contact:

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

Phone: 1300 363 992

Online: [www.oaic.gov.au](http://www.oaic.gov.au)

## 10. General Information (continued)

### Anti-Money Laundering/ Counter-Terrorism Financing

In accordance with the AML/CTF Act and supporting AML/CTF Rules, we are required to collect and verify information about you and, where applicable, your beneficial owners and persons acting on your behalf.

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

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

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

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

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

- you are not making an application for the Non-Custodial Service under an assumed name;
- any money used by you to invest in non-custodial assets is not derived from the proceeds of any crime and will not be used for any criminal activities;
- you will provide any additional information and documentation reasonably required for the purpose of us complying with the AML/CTF Act; and
- we may obtain information about you or any beneficial owner or person acting on your behalf on our behalf if this is believed necessary to comply with the AML/CTF Act. Where documentation provided is not in English, an English translation must be provided by an accredited translator (who is accredited by the National Accreditation Authority for Translators and Interpreters Ltd at the level of Professional Translator or above).

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

Legal obligations prevent us from informing you that any such reporting has taken place.

### Notices

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

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

We will act on instructions from you, via your adviser (if you have one), that we reasonably believe to be genuine. We will not act on instructions if, in our opinion, they are not genuine, clear, complete, or otherwise in accordance with the conditions of this Agreement.

We will advise you, via your adviser (if you have one), if we will not act on any instruction and we do not accept any liability for instructions we do not implement in these circumstances.

### Digital consent

When applying to open your Non-Custodial Service account, completing forms, provide us with instructions or other documents, you may be asked to provide a digital or electronic signature. We may contact you via SMS, email, online, or by using two-factor authentication, to verify transactions you initiate. These transactions may include:

- initiating a withdrawal or payment request to pay anyone via HUB24 invest in relation to your Non-Custodial Service account;
- changes to your adviser service fee or a one-off advice fee (if you have an adviser).

To avoid any delays in processing transactions, please make sure your contact details, including your mobile phone number and email address, are kept up to date.

We may at our discretion accept other methods of signing. We reserve the right to refuse any application or other document which has not been signed in a manner required by us. We may rely on outsourced providers of digital or electronic signature services. We will not accept any liability to you in respect of your use of these services.

## 10. General Information (continued)

### Your Acknowledgements and Undertakings

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

- we cannot provide the Non-Custodial Service to you if you do not comply with our reasonable requests for assistance;
- we may at any time, in our discretion, where there is suspected fraud, insufficient funds in your nominated account, non-compliance of legislative or regulatory obligations, or there is a legitimate business interest to do so, acting appropriately, without prior notice, close or suspend your account so that you may make no further contributions or investment into your non-custodial account;
- 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;
- to the extent permitted by law, we may record telephone conversation between us and you, or your adviser (where applicable). If there is a dispute between you and us, you have the right to listen to any recordings of those conversations;
- the contents of your investment strategy, or any other documents, which you and/or your adviser (if you have one) have prepared and submitted to us in respect of your Non-Custodial Service account are not to be taken as a representation by us as endorsing their content;
- we are not responsible for providing you with, and nothing represented by us should be taken as legal advice, or financial product advice;
- the ASIC Act, the Australian Consumer Law and other similar laws may impose certain mandatory obligations on us in relation to the Non-Custodial Service. Except as provided by these laws, we and other members of the HUB24 Limited group of companies are not liable to you for any losses (direct or indirect) relating to the Non-Custodial Service, including without limitation (i) loss of profits, loss of revenue, loss of opportunity or loss of business, loss of savings, loss of reputation or any other direct, indirect or consequential loss, and (ii) any such losses arising in connection with this Non-Custodial Service or other services obtained by us from third parties. However, this limitation of liability does not apply to the extent that the liability directly results from our fraud, wilful default, dishonesty or negligence.

By authorising us to provide the Non-Custodial Service to you, you warrant that all information provided to us by you or your adviser (if you have one) is correct. You undertake to:

- notify us in writing as soon as practicable if anything occurs that may affect the Non-Custodial Service provided by HUB24;
- provide us with any documents, information or instructions we reasonably require to perform our obligations as detailed in the Agreement or as imposed by the law, and to ensure that any such information will be accurate; and
- notify us as soon as practicable where any information previously supplied to us has changed or you believe it is incorrect. We do not take responsibility for any loss that may occur as a result of incorrect or outdated information provided by you or your Adviser (if you have one).

### Amendments and Changes

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

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

### Survival

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

### Severability

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

## 10. General Information (continued)

### Feedback and Complaints

#### How we deal with complaints

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

#### Internal Complaints Resolution Process

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

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

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

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

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

**Email:** [complaints@hub24.com.au](mailto:complaints@hub24.com.au)

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

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

If your complaint relates to specific non-custodial assets, you may be able to raise the complaint directly with the issuer of the investment product. You can contact us if you wish to confirm whether this is the case for the specific product to which the complaint relates.

#### How to contact us

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

**Email:** [admin@hub24.com.au](mailto:admin@hub24.com.au)

**Phone:** 1300 508 797

**Fax:** 1300 781 689

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



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Want to learn more?

Call our team on **1300 508 797**  
or visit **[HUB24.com.au/noncustodialservice](http://HUB24.com.au/noncustodialservice)**

PO Box 16210  
Melbourne GPO Collins St West VIC 8007

[admin@hub24.com.au](mailto:admin@hub24.com.au)