

### 1. Use of the Facilities

- 1.1 The Facilities are a secure and convenient way to make additional contributions to and withdraw money from your JBWere IDPS account.
- 1.2 By investing in the JBWere IDPS and acquiring an interest in the Account through your JBWere IDPS account, you agree to be bound by these terms for the use of the Facilities. However, you will only be bound by the terms relating to the Periodic Payment and Cheque Facilities if you receive those Facilities.
- 1.3 Costs that apply to the Facilities are set out in the JBWere Multi-Asset Platform Fees and Other Costs Guide. General information about costs and how you will be notified of any changes to them is set out in clause 11.
- 1.4 If you want further information about the Facilities including costs, please contact JBWere Investor Services.
- 1.5 JBWere ('we' or 'us') is the operator of the JBWere IDPS. The Account is a deposit product issued by NAB to JBWere or its appointed custodian, which is accessible through the JBWere IDPS. Non-cash payment facilities offered in connection with the Account are issued by NAB, and are managed and administered by JBWere. When JBWere acts in this capacity, JBWere is referred to in these JBWere Cash Account Terms of Facilities as "the Administrator".
- 1.6 You acknowledge that the provision of the Facilities is made with the assistance of NAB. See clause 12 at the end of this document about our relationship with NAB.

### 2. Telephone Withdrawal Facility

- 2.1 The 'Telephone Withdrawal Facility' is an arrangement which enables you to withdraw amounts by telephone.
- 2.2 Before processing any instructions, you will be required to correctly identify your account name and number, and comply with any reasonable security procedures (see clauses 10.5 to 10.10 of these terms).
- 2.3 If you provide withdrawal instructions by telephone, the Administrator will pay the amount by:
  - a. crediting your pre-nominated account with an Australian Financial Institution; or
  - b. providing a cheque to you.
- 2.4 If a cheque is provided, the Administrator will:
  - a. send the cheque to your recorded address; or
  - b. hold the cheque for collection by you or your authorised representative from JBWere's Melbourne office.
- 2.5 You need to make sure that:
  - a. your pre-nominated account can accept

payments; and

- b. you notify the Administrator in writing when you change or close your pre-nominated account.

### 3. Facsimile and Mail Instructions Facility

- 3.1 The 'Facsimile and Mail Instructions Facility' is an arrangement which enables you to withdraw amounts by way of written instructions by facsimile or mail.
- 3.2 If you provide written instructions, we will pay the amount by:
  - a. crediting an account you nominate with an Australian Financial Institution; or
  - b. providing a cheque to you, or to a nominated third party.
- 3.3 If a cheque is provided, the Administrator will:
  - a. send the cheque to your recorded address; or
  - b. hold the cheque for collection by you (or your authorised representative) or the third party from JBWere's Melbourne office.

### 4. Deposit Book Facility

- 4.1 The 'Deposit Book Facility' is a facility that allows you to add to your account by making a Counter Deposit at any branch of NAB. You may be able to make a Counter Deposit at branches of other Australian Financial Institutions.
- 4.2 Counter Deposits of cash, cheques made payable to cash, and money orders are not acceptable.
- 4.3 Cheques are to be made payable to you or to JBWere Limited.
- 4.4 Counter Deposits must be accompanied by a deposit slip from your Deposit Book issued by the NAB.
- 4.5 The Administrator may accept a Counter Deposit accompanied by a different deposit slip; however, you acknowledge that this may lead to delayed or incorrect processing of the Counter Deposit.
- 4.6 All cheques must be cleared before those funds can be withdrawn.

### 5. EFT Facilities

- 5.1 The 'EFT Facilities' are the arrangements that enable you to make an Electronic Funds Transfer and include the following payment methods:
  - a. direct credits;
  - b. direct debits;
  - c. periodic payments;
  - d. electronic funds transfers; and
  - e. BPAY® payments.

They allow you to set up standing instructions so that you can schedule regular payments from your account and to also make one-off transfers.

#### Direct Credits

- 5.2 You can arrange for direct credits (for example, payment of your salary by an employer) to be made to the Account. Any amounts received will be added to your account.
- 5.3 To establish a direct credit, you must provide the payer with your BSB and account number.

#### Direct Debits

- 5.4 You can arrange for a direct debit payment by providing the BSB and your account details to an Australian Financial Institution or debiting party and authorising them to periodically withdraw funds from your account.
- 5.5 You can vary or revoke a direct debit authorisation by giving an instruction to the Australian Financial Institution or debiting party or to the Administrator.
- 5.6 You agree that NAB or the Administrator may, at their reasonable discretion, dishonour a request for a direct debit, for example if the Administrator has requested to see a valid authority from a debiting party and not been provided with it.
- 5.7 If your access to the direct debit facility is terminated for any reason, the Administrator or NAB will contact the financial institutions or debiting parties that set up your arrangements. You should also contact them about terminating your outstanding direct debit authorisations.

#### Periodic Payments

- 5.8 You can instruct the Administrator to make fixed payments from your account on regular intervals (for example, rent payments). You can establish a periodic payment using your Application Form, Cash Account Facilities Form, or using the Internet Funds Transfer Facility.
- 5.9 You can vary or cancel your periodic payments at any time by providing instructions to us in writing or using the Internet Funds Transfer Facility. You must give us 2 business days' notice for this to take effect.

#### Electronic Funds Transfers

- 5.10 You can make an electronic funds transfer from your account to accounts held with other Australian Financial Institutions or by using the Internet Funds Transfer Facility. To effect a funds transfer you must provide in writing the account name, BSB and account number for the Australian Financial Institution account you require the transfer to be made to and the amount and date of the payment.
- 5.11 You can add funds to your account by making, or instructing a payer to make, an electronic funds transfer. To do this you must use, or provide to a payer, the BSB and your account number for the Account.

#### BPAY

- 5.12 You acknowledge that:
- our relationship to you is separate from, and not governed by, the scheme operated by BPAY, and that certain benefits made available to persons who use BPAY to make payments under the BPAY scheme rules and operating procedures may not be available to you; and
  - receipt by a biller of a mistaken or erroneous BPAY payment does not constitute part or whole satisfaction of any underlying debt owed between you and that biller.
- 5.13 You can add funds to your account by making BPAY payments from other accounts with an Australian Financial Institution.
- 5.14 To make a BPAY payment into your account you must provide your Australian Financial Institution with the biller code and your reference number, which will be made available to you on confirmation of your investment.
- 5.15 To make a BPAY payment from your account you must give the Administrator information required to make that payment, including:
- the biller code of the biller you wish to pay;
  - the reference number that the biller has instructed you to use; and
  - the amount you wish to pay.
- 5.16 You acknowledge that NAB may not give effect to a BPAY payment if you do not provide the Administrator all of the information the Administrator reasonably requires.
- 5.17 Subject to clause 5.18, if you submit a BPAY payment instruction to the Administrator:
- before 2pm on a banking business day, that payment will be treated as received by the biller to whom it is directed on the same day; or
  - after the 2pm on a banking business day or on a day that is not a banking business day, that payment will be treated as received by the biller to whom it is directed on the next occurring banking business day.
- 5.18 BPAY payments may in some cases take longer to be credited to a biller (for example, if a financial institution or a biller does not comply with its own obligations relating to BPAY payments).
- 5.19 While NAB expects that any delay in processing payments will not continue for more than one banking business day, such delays may continue for a longer period.
- 5.20 NAB is not able to stop a BPAY payment once you have instructed the Administrator to make such a payment on your behalf.
- 5.21 You must be careful to ensure that BPAY payment directions contain the correct amounts you wish to pay. If you instruct the Administrator to make a BPAY payment and you later discover that the amount you told the Administrator to pay was less than the amount you needed to pay, you can make another

- BPAY payment for the difference between the amount actually paid to the biller and the amount you needed to pay.
- 5.22 If the Administrator is informed that a BPAY payment cannot be processed by a relevant biller, the Administrator will:
- inform you of this;
  - credit your account with the amount of that payment; and
  - at your request, take reasonable steps to assist you in making the BPAY payment as quickly as possible.
- Mistaken payments, unauthorised transactions and fraud**
- 5.23 You must promptly tell the Administrator if:
- you become aware of any mistakes or delays in processing BPAY payments;
  - you did not authorise a BPAY payment that has been made from your account; or
  - you think that you have been fraudulently induced to make a BPAY payment.
- NAB and the Administrator will attempt to rectify such matters in relation to your BPAY payments in the way described in the remainder of this clause and clauses 10.2 to 10.4. However, to the extent permitted by law and except as set out in the remainder of this clause, neither NAB nor JBWere will be liable for any loss or damage you suffer as a result of using BPAY payments.
- 5.24 If a BPAY payment is made to a person or for an amount which is not in accordance with your instructions to the Administrator (if applicable), and your account was debited for the amount of that payment, the Administrator will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and the Administrator cannot recover the amount of that payment from the person who received it within 20 banking business days of our attempting to do so, you must pay the Administrator that amount.
- 5.25 If a BPAY payment is made in accordance with a payment direction which appeared to the Administrator to be from you or on your behalf but for which you did not provide authority, the Administrator will credit your JBWere IDPS account with the amount of that unauthorised payment where the Administrator agrees that you did not give your authority. However, you must pay the Administrator the amount of that unauthorised payment if:
- NAB cannot recover from the person who received it within 20 banking business days of our attempting to do so; or
  - it was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions, as set out in this agreement or as advised by us to you.
  - If NAB is able to recover only part of the amount of the payment from the person who received it, you must only pay the Administrator the amount that NAB was not able to recover.
- 5.26 If you tell the Administrator that a BPAY payment made from your JBWere IDPS account is unauthorised, you must first give the Administrator your written consent addressed to the biller who received that payment, consenting to NAB obtaining from the biller information about your JBWere IDPS account with that biller or the payment, including the relevant customer reference number and such information as the Administrator reasonably requires to investigate the payment. If you do not give the Administrator that consent, the biller may not be permitted under law to disclose to NAB the information needed to investigate or rectify that payment.
- 5.27 If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you any amount of the fraud-induced payment that is not refunded by the person that induced the fraud.
- 5.28 If a BPAY payment you have made falls within the type described in clause 5.25 and also clause 5.24 or 5.27, then the Administrator will apply the principles stated in clause 5.25. If a BPAY payment you have made falls within both the types described in clauses 5.24 and 5.27, then the Administrator will apply the principles stated in clause 5.27.
- Our right to dishonour EFT withdrawal instructions**
- 5.29 The Administrator may refuse to accept your withdrawal instructions under any of the EFT Facilities if two or more EFTs in a continuous six-month period made, permitted or authorised by you have been dishonoured by NAB. We will let you know if we refuse your withdrawal instructions.
- 6. Cheque Facility**
- 6.1 The 'Cheque Facility' is an arrangement that enables you to write cheques with a personalised cheque book.
- 6.2 You can provide withdrawal instructions in respect of your JBWere IDPS account by drawing cheques using the cheque book that NAB issues to you.
- 6.3 A cheque you draw under the Cheque Facility:
- must not be made out to cash;
  - must be clearly completed and signed, specifying the person to whom it is payable, its amount (in words and figures) and the date that you (or a person on your behalf) signed; and
  - must be crossed and marked 'not negotiable'.
- 6.4 If you want to stop a cheque not yet presented for payment, you must ask the Administrator. You may still be liable to the holder of the cheque, even if the Administrator is able to do so.
- 6.5 NAB may dishonour any cheque signed or drawn on your behalf. For example, when:
- the cheque is incorrectly signed; or

- b. the required payment (plus any fees) would result in your JBWere IDPS account cash balance being less than any Required Minimum Balance (if applicable) or zero;
- c. the cheque contains a dollar amount in words which differs from the amount in figures; or
- d. your use of the Cheque Facility has been cancelled.

## 7. Settlement Authority

- 7.1 The 'Settlement Authority' is an arrangement that allows you to settle securities transactions by making withdrawals from or investments to the cash balance held as part of your JBWere IDPS account. The Settlement Authority can only be used to settle transactions arranged through JBWere or another party approved by JBWere, acting reasonably.
- 7.2 You agree that the completion of the Settlement Authority is a standing instruction to make investments to or withdrawals from your JBWere IDPS account which are necessary to execute your settlement instructions, until you provide the Administrator with written notice revoking the Authority, or instruct otherwise.

## 8. Internet Funds Transfer Facility

- 8.1 The 'Internet Funds Transfer Facility' is an arrangement that enables you to transfer funds online from your account to an account you pre-nominated with an Australian Financial Institution.
- 8.2 You can provide withdrawal instructions at [jbwere.com.au](http://jbwere.com.au) (or such other website as we notify from time to time).
- 8.3 You need to make sure that your pre-nominated account can accept payments when you change or close your account using the Internet Funds Transfer Facility.

## 9. Investments and Withdrawals

- 9.1 If the Facilities are used to make a withdrawal from your account, the amount of the withdrawal (plus any applicable fees) will be debited from your account.
- 9.2 You must maintain the Required Minimum Balance (if applicable) at all times. We may dishonour a withdrawal request if there are insufficient funds in your account to cover the withdrawal and/or stay above the Required Minimum Balance.
- 9.3 Most investments made using the Facilities are not cleared immediately (for example, there may be a delay before an amount deposited can be accessed).

## 10. Terms applicable to all Facilities

- 10.1 This clause 10 applies to all Facilities.

### Liability

- 10.2 To the extent permitted by law and subject to clause 10.3, you irrevocably indemnify the Custodian, JBWere, and NAB Group against any Claim by a third party for any loss or liability incurred in connection with:
  - a. your use of the Facility;
  - b. your breach of any Terms of a Facility;

- c. any payment made, purported, or omitted to be made by you in relation to a Facility;
  - except if a Claim is the direct result of the Custodian's, JBWere's, or the NAB Group's (as relevant) fraud, negligence or misconduct.

You agree to pay the Administrator a sum equal to such loss promptly when the Administrator asks.

- 10.3 To the extent permitted by law, you (and any person claiming through your capacity as a Unitholder) irrevocably discharge and release the Custodian, JBWere and the NAB Group from any Claim for any loss or liability incurred by you or the other person in connection with the events described in clause 10.2(a), (b), and (c), except if Claims are a direct result of the Custodian's, JBWere's, or the NAB Group's (as relevant) fraud, negligence or misconduct.
- 10.4 Clauses 10.2 and 10.3 continue to apply after you have terminated any interest in the JBWere IDPS.

### Security

- 10.5 You agree to comply with reasonable security procedures as set out in these terms or as advised by NAB or the Administrator to you.
- 10.6 You must safeguard all security documentation, including usernames, passwords, PINs and OTPs provided to you in relation to a Facility, to avoid any fraudulent or unauthorised use of the Facilities.
- 10.7 You must notify the Administrator if your cheque book is lost or stolen. You must not give your cheque book to anyone who is not authorised to use it.
- 10.8 You are responsible for any loss to NAB or JBWere as a direct or indirect result of any fraudulent or unauthorised use of any security documentation provided to you for use with the Facilities. If you become aware that any security documentation has been lost or stolen, you must notify the Administrator as soon as possible.
- 10.9 The Administrator may treat a person ('third party') who purports to have your authority to use your security details (including your PIN) as having been authorised by you, unless:
  - a. you have previously provided notice of loss or theft; or
  - b. you have specifically advised us in writing that the third party's use is not permitted or authorised.
- 10.10 The Administrator may suspend or cancel your access to any Facility without prior notice for any reason, including if the Administrator:
  - a. believes that use of your security details, (including the password, username and PIN) or Facility may cause loss to you or to NAB or JBWere;
  - b. believes that use of your security details (including the password, username and PIN) is being misused or has been used to perform an unauthorised transaction;
  - c. believes that the security of any Facility or our systems.

## General

- 10.11 You agree that these Terms are in addition to any requirements in other documents (such as the JBWere MAP Core Terms and Conditions), for giving instructions to the Administrator.
- 10.12 You agree that for all instructions you provide to the Administrator for use of the Facilities:
- they must be accurate and complete (such as correct amounts);
  - the Administrator is not required to check the adequacy of any instructions provided by you; and
  - any error in instructions that you provide to the Administrator may result in an instruction being effected incorrectly or not being effected at all.
- 10.13 The Administrator will not effect a withdrawal instruction where the Administrator reasonably believes that the instruction is not valid, including where information provided is incomplete or inaccurate or if a legal restriction applies.
- 10.14 You acknowledge that NAB may have and having regard to clause 10.20A may stop or reverse withdrawal instructions which has already been processed, where the Administrator reasonably believes that the instruction was processed in error, or where taking such action is reasonably necessary to prevent an anticipated breach of the law of Australia or of any other country, to prevent potentially fraudulent activity or a scam, to manage any risk or to prevent an anticipated material loss to you or us arising from the misuse or unauthorised use of your Account or Facilities.
- 10.15 The Administrator may vary these terms for legitimate business, prudential or regulatory reasons by notifying you of these changes on [jbwere.com.au/cashaccount](http://jbwere.com.au/cashaccount)
- 10.15A If the changes may be unfavourable we will try to give you 30 days prior notice where it is practical but we may give you less notice or no prior notice where:
- required to comply with any applicable law or to reflect a requirement of NAB which will take effect before the end of the 30 day period;
  - to manage a material and immediate risk to us our NAB (for example, to restore or maintain the security of the Facilities or your Accounts) and it is reasonable for us to give less notice;
  - a new or varied government charge, which we will tell you about reasonably promptly after the government notifies us (unless the government publicises it).
- If you do not agree with a variation that we make then you may end your Facilities in accordance with clause 10.20.
- 10.16 Where your Account relates to a JBWere IDPS account under which you hold assets on trust for other persons and you cease to be a trustee of the relevant trust, you agree that, subject to the "Change of trustee" provisions in the MAP Core Terms and Conditions, the new trustee, or new trustees, will replace you as the legal owner of all funds relating to the Account. You further agree that your rights and obligations under these Terms will be novated to the new trustee, or trustees, and your Account will be renamed to reflect the names of the new trustee, or new trustees.
- 10.17 Where your Account relates to a JBWere IDPS account under which assets are jointly held on trust for other persons and one or more trustees ceases to be a trustee, you agree that, in accordance with clause 9.3, Division 1 of Part A of the MAP Core Terms and Conditions, these Terms will continue to operate in respect of the continuing account holders and the Administrator may deal with such persons without receiving any further documentation or evidence from either the outgoing or continuing trustees where it has been provided with sufficient documentary evidence, for example a Deed of Removal, that clearly identifies that the outgoing trustees have been removed. In addition, you agree the Account will be renamed to reflect only the names of the continuing trustees and the outgoing trustee, or trustees, will cease to have any rights or obligations in respect of the funds in the Account.
- 10.18 Where your Account relates to a JBWere IDPS account under which you hold assets on trust for other persons, whether solely or jointly, and you wish to add a new trustee to the JBWere IDPS account in accordance with the "Additional trustees" provisions in the MAP Core Terms and Conditions, you agree that the additional trustees will only have rights and obligations under these Terms once they have provided the Administrator with any and all documentation that it reasonably requires to onboard these persons. Upon doing so, the additional trustees will also be taken to be the joint legal owners of the funds in the Account.
- 10.19 The Administrator may terminate or suspend one or more of the Facilities (or access to your Account) acting fairly and reasonably in accordance with clause 10.27:
- by notice to you, if:
    - the Administrator or NAB reasonably believes you have materially breached, or breached any material term of, these Terms and such breach is not capable of remedy, or if it is, you do not rectify that failure within five Business Days' from the date we notify you of the breach; or
    - where taking such action is reasonably necessary to prevent an anticipated breach of the law of Australia or of any other country, to prevent potentially fraudulent activity or a scam, to manage any risk (including a sanctions risk) or to prevent an anticipated material loss to you or us arising from the misuse or unauthorised use of your Account or Facilities;
  - by notice to all account holders, if the termination or suspension is to apply to all account holders; or
  - by notice to a class of account holders, if the suspension or termination is to apply to a class of account holders.
- A suspension under this clause may continue as long as may be reasonably required to manage any risk.
- 10.20 Your Facilities will also be cancelled if the Administrator receives a notice:

- a. from you requesting cancellation;
- b. of your death or incapacity; or
- c. that you are insolvent.

If you request a cancellation You may need to make alternative arrangements under the terms of the MAP Core Terms and Conditions in relation to matters such as how to deal with investments and you should so within the relevant period required under MAP Core Terms and Conditions.

10.20A The rights under clauses 10.14 and 10.19 may exercised separately or concurrently and for as long as is reasonably necessary to manage any risks. Subject to clause 10.33, the Administrator will incur no liability to you where it does so. The Administrator cannot detect and prevent all such transactions. The Administrator may not give you advance notice (for example if it is reasonably necessary for the Administrator or NAB to act quickly to manage a risk). If appropriate, the Administrator will give you a general reason for doing so. If advance notice is not given, and where it is reasonable to do so, the Administrator will advise you within a reasonable time of exercising the discretion under either clause 10.14 or 10.19.

10.21 Subject to clauses 10.14, 10.15 and 10.19, the Administrator will use reasonable efforts to provide the Facilities on a continuing basis and provide reliable data and information. However, neither NAB nor JBWere are liable for any loss, liability, or expense, incurred by you in connection with any suspension or delay in access to a Facility, or any error, theft, or corruption of data transmitted via a Facility except to the extent of NAB's or JBWere's fraud, negligence or misconduct.

10.22 A withdrawal instruction may not be able to be revoked or stopped by you once the Administrator receives the instruction.

10.23 If you use a Facility, you consent to us and NAB providing to any third party any details necessary or convenient to operate the Facility.

10.24 Assets held in the Drawings Account may, to the extent permitted by law, be mixed with assets held for other persons (including JBWere).

10.25 Subject to clause 10.15, NAB may provide or offer you any additional or replacement facility. The Administrator will notify you of the terms that apply to the new Facility.

10.26 All references in these Terms to conduct by you, include conduct by persons authorised by you (including signatories), or taken to be authorised under clause 10.9.

#### Exercise of discretions

10.27 When we (including the Administrator) exercise a right or discretion under these Terms (like considering a request you make or deciding whether or not to do something), we'll do it in a way that is fair and reasonable. This includes:

- a. when we make changes to these Terms under clause 10.15;
- b. if a withdrawal instruction is stopped or reversed under clause 10.15; or

- c. if we deny access to our Account under clause 10.19.

10.28 We can take a range of things into account when exercising rights and discretions. These can include:

- a. our legal obligations, and any applicable law, industry codes and the expectations of our regulators;
- b. protecting our customers, staff and systems, and the personal information we hold;
- c. what you have told us about yourself and how you will use the Account and Facilities (including if it's misleading, incorrect or you haven't provided us with all of the information we reasonably need when asked);
- d. how the Account and Facilities are intended to be used (and how you have used them);
- e. our public statements, including those relating to protecting vulnerable persons, the environment or sustainability;
- f. community expectations and any adverse impact on our reputation;
- g. whether we need to take any action to protect you or another person from a potential fraud or scam;
- h. risk management, including sanctions risk management, and
- i. the reasonable requirements of NAB as the provider of the Account.

10.29 If we impose any conditions or requirements to any consent we give, or agree to any request that you make subject to conditions, then you'll need to comply with those conditions or requirements.

10.30 If we do not make a decision or do something straightaway, we may still do so later on. This includes where we delay or defer doing so, or we temporarily waive a requirement.

10.31 Our rights and remedies under these Terms are in addition to other rights and remedies given by law independently of this agreement.

10.32 Our rights and remedies may be carried out by any of our officers or employees or any person we have authorised.

10.33 We are not liable for any loss or damage:

- a. caused by exercising or attempting to exercise, or failure or delay in exercising, a right or remedy including a suspension of the Facility under clause 10.19 where:

- there's no breach of a legal duty of care owed to you by us, or by any of our employees or agents;

- if there is a breach of such a duty, such loss or damage could not have been reasonably foreseen as a result of any such breach; or

- we reasonably exercise the discretion, including because of one or more of the factors set out at clause 10.28; or

- b. that results from a breach by you of any term of this agreement, except to the extent such loss or damage is caused by our fraud, negligence or misconduct.

10.34 Where these Terms refer to our fraud, negligence or misconduct, then for the removal of doubt, that clause will be taken to include a reference to the fraud, negligence and misconduct of our officers, employees, contractors and agents.

## 11. Fees and charges

11.1 There are three categories of fees and charges that may be charged by NAB in relation to the Facilities:

- a. Transaction-related fees – fees in respect of the use of the Facilities;
- b. incidental fees for certain services or special instructions – for example, fees for the provision of bank cheques, fees on telegraphic transfers and fees on special instructions; and
- c. transaction taxes – if any charges or taxes are payable in connection with your account, or in connection with the Drawings Account as a result of your deposits and withdrawals (for example, stamp duty), then the Administrator may pass those charges on to you.

Fees and charges may also be charged by NAB or other Australian Financial Institutions in connection with your use of the Facilities, and debited to your account. You will be taken to have authorised the debiting of those fees and charges in accordance with clause 9.1.

11.2 Fees and charges, including incidental fees for certain services or special instructions and transaction taxes, will be notified to:

- a. all account holders from time to time (subject to clause 10.15); or
- b. a particular account holders within one month after the occurrence of the relevant fee.

## 12. Relationship between NAB and the JBWere

12.1 JBWere and NAB are “related bodies corporate” as defined in the Corporations Act 2001 (Cth). Except where we acts as agent for NAB and on NAB’s behalf, NAB does not stand behind us in respect of our obligations under this agreement.

12.2 We are not authorised to carry on a banking business and the provision by NAB of the Facilities under this agreement, and our role in managing and administering the Facilities does not represent deposit-taking activities by us.

12.3 Unless required by law, nothing in these Terms should be read as providing that NAB holds deposits for you. You also acknowledge that we may not have the benefits of the ePayments Code and other consumer protections and may not always be able to provide those protections to you under the Facilities but we will do so where we can.

12.4 NAB may dishonour payments if we are in default under the agreement between us and NAB.

12.5 You agree that you will be bound by any restrictions imposed by NAB on the Facilities including any restrictions referenced in these terms.

In these Terms unless stated otherwise:

**'Account'** means the JBWere Cash Account, a deposit product issued by NAB, which is accessible through the JBWere IDPS. The deposit product is issued to the Custodian as appointed by us and the amounts invested in the deposit product that are referable to your JBWere IDPS account will be held for your ultimate benefit.

**'Australian Financial Institution'** means an institution with an Australian BSB (bank, state, branch) number.

**'BPAY'** means BPAY Pty Ltd ABN 69 079 137 518

**'Claim'** means any action, proceeding, account, claim, demand and tax against a person, their respective directors, officers, and employees.

**'Corporations Act'** means the Corporations Act 2001 (Cth), and all subordinate legislation in respect of that Act, as amended from time to time.

**'Counter Deposit'** means a deposit made by you, or on your behalf, in the form of a credit to the Drawings Account through branches of NAB or any other Australian Financial Institution and includes cheques but excludes Electronic Funds Transfers.

**'Custodian'** means Invia Custodian Pty Ltd ABN 33 006 127 984, AFSL 247082.

**'Dollars'** or **'\$'** means Australian dollars.

**'Drawings Account'** means a bank account with NAB held by JBWere and which is basic deposit product (as that term is defined in the Corporations Act) that is used by us for accepting deposits into the Account and making withdrawals or payments requested by account holders under the Facilities.

**'Facilities'** means the Deposit Book Facility, the EFT Facilities, the Cheque Facility, the Settlement Authority, the Telephone Withdrawal Facility, the Facsimile and Mail Instructions Facility, the Internet Funds Transfer Facility and any additional or replacement arrangement to facilitate deposits or withdrawals which NAB offers or provide in accordance with clause 10.23 and 'Facility' means any one of them.

**'JBWere'** means JBWere Limited ABN 68 137 978 360, AFSL 341162.

**'JBWere IDPS'** means the investor directed portfolio service operated by JBWere under the JBWere Multi-Asset Platform.

**'MAP Core Terms and Conditions'** means the JBWere Multi-Asset Platform Core Terms and Conditions.

**'NAB'** means National Australia Bank Limited ABN 12 004 044 937.

**'NAB Group'** means NAB and its related bodies corporate.

**'OTP'** means a one time password issued to you.

**'PIN'** means a personal identification number issued to you.

**'Withdrawal'** means the process under clause 9 by which an account holder's request to withdraw funds using the Facilities results in the reduction of the account holder's interest held by the Account.

**'you'** and **'your'** means the account holder(s) to whom these terms apply and also includes, where relevant, the account holder's legal representatives, successors and assigns.

In the case of Facilities which relate to a trust account opened under the JBWere Multi-Asset Platform Agreement, the meaning of 'you' and 'your' extends to include any replacement trustees who are appointed in accordance with the "Change of trustee" process outlined in clause 8 of Division 1 of the MAP Core Terms and Conditions, as well as any additional trustees appointed under clause 10 of the MAP Core Terms and Conditions.

## Interpretation

In the terms, unless stated otherwise:

- a. headings are for ease of reference only and do not affect their meaning;
- b. the singular includes the plural and vice versa and words importing a gender include other genders;
- c. other grammatical forms of defined words or expressions have corresponding meanings;
- d. words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
  - a. words and expressions not otherwise defined have the same respective meanings as in the Constitution; and
  - b. time or times are Melbourne time, and business days are business days in Melbourne.