

JBWere Client Agreement

**Advisory Services provided by JBWere Limited (JBWere)
ABN 68 137 978 360 AFSL 341162**

**Broking Services provided by WealthHub Securities Limited
(WealthHub) ABN 83 089 718 249 AFSL 230704**

16 February 2016

JBWere

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

If you have any further queries regarding this agreement, please contact your JBWere Adviser.

jbwere.com

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Important information:

The JBWere Client Agreement is provided by JBWere Limited ABN 68 137 978 360, AFSL 341162, a wholly owned subsidiary of the NAB Group. Investments made through JBWere (other than NAB term deposits) are not deposits with or other liabilities of JBWere, NAB or any of its related bodies corporate (collectively the NAB Group) and are subject to investment risk, including possible delays in repayment and loss of income and principal invested. Neither JBWere, NAB nor any other NAB Group member guarantees the repayment of capital or the performance or any particular rate of return of the investments purchased through JBWere. If we offer to arrange for the issue of a particular financial product, we will provide you with product disclosure statement or other relevant disclosure document available at jbwere.com to help you make an informed decision about the financial product. You should consider your own investment objectives, financial situation and particular needs before acting on any information provided, and we recommend you seek your own professional advice. A copy of the JBWere Financial Services Guide and this JBWere Client Agreement are available at jbwere.com or by calling 1800 812 267.

About the JBWere Client Agreement

It is important that you read and understand this document and keep it for future reference.

This document sets out two separate agreements governing the Services provided by JBWere as follows:

Part A: The JBWere Agreement – setting out the terms and conditions on which JBWere Limited ABN 68 137 978 360, AFSL 341162 (JBWere) provides the JBWere Services. The JBWere Agreement is divided into two Divisions.

Division 1: General terms and conditions applicable to all JBWere Services	The terms and conditions in Division 1 apply to any person who has an Account with JBWere.
Division 2: Advisory and arranging services terms and conditions	The terms and conditions in Division 2 apply to any person who has an Account with JBWere.

Part B: The Broker Agreement – setting out the terms and conditions on which the Broker provides the Broking Services through JBWere.

Division 1: General terms and conditions applicable to all Broking Services	The terms and conditions in Division 1 apply to any person who has a Trading Account.
Division 2: CHESS Sponsorship terms and conditions	The terms and conditions in Division 2 apply to any person who has requested CHESS sponsorship.

Part C: Direct Debit Request Service Agreement applies to any person who has nominated a Cash Account for the purposes of this agreement that is not a JBWere Cash Trust.

Part D: JBWere Privacy Policy contains JBWere's privacy notification.

Part E: Definitions and interpretation defines the terms used in the JBWere Agreement and the Broker Agreement (other than in Part C).

How to contact us

Your first point of contact is your JBWere Adviser. However, you can contact us on the details below:

By phone	1800 812 267 or +61 3 9906 5075
By mail	JBWere Limited GPO BOX 4595 MELBOURNE VIC 8060
Online	jbwere.com

Part A: The JBWere Agreement

The JBWere Agreement comprises:

- **Division 1** – General terms and conditions applicable to all JBWere Services; and
- **Division 2** – Advisory and arranging services terms and conditions.

Note: In this Part A: The JBWere Agreement, terms used have the meanings given in Part E: Definitions and interpretation and, in particular, the words “we, our, us” refer to JBWere.

Division 1 – General provisions applicable to all JBWere services

This Division 1 of the JBWere Agreement applies to any person who has an Account.

1. General representations and warranties

- 1.1 You represent and warrant:
- a. the information you give us is complete, correct and not misleading, and we may rely on that information, unless you tell us it has changed;
 - b. if you are a company, that we can rely on the Australian Securities and Investments Commission company search of you as being current and valid;
 - c. if you are a body corporate, that your incorporation details are current and valid;
 - d. if you are a trustee:
 - i. you are the properly appointed trustee of the trust;
 - ii. the JBWere Agreement will bind you in both a personal capacity and in your capacity as trustee;
 - iii. you can be indemnified out of the assets of the trust for all obligations and liabilities incurred under or in connection with the JBWere Agreement;
 - iv. you have properly exercised your trust powers and have full power and authority, as trustee of the trust, to:
 - enter into this JBWere Agreement and all transactions under it;
 - perform your obligations under the JBWere Agreement; and
 - acquire the Services that you acquire through JBWere;
 - v. to the extent permitted by law, our rights under the JBWere Agreement have priority over the interests of the beneficiaries; and
 - vi. your instructions are lawful and authorised;
 - e. if you are an individual, you are over the age of 18;
 - f. you have the legal power and right to execute contracts and other documents in relation to your Account for dealing in and transferring Financial Products and other related matters;
 - g. you will ratify and confirm any proper actions we carry out based on your instructions, or the instructions of someone you authorise; and

- h. as soon as you become aware of an error or omission, you are responsible for taking necessary action to mitigate further loss.
- 1.2 You acknowledge and agree that:
- a. you should read and understand all documentation provided to you in connection with the JBWere Services including, but not limited to, the JBWere Financial Services Guide;
 - b. we are required by law to verify your identity before we can provide you with the Services and that it is an offence under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to provide false or misleading information about your identity;
 - c. you authorise us to provide any relevant information about you to a credit-reporting agency before we can provide you with the Services and also in relation to the recovery of any overdue payments;
 - d. we will not provide you with any legal, tax, financial or accounting advice (other than financial product advice contemplated in Division 2 of this JBWere Agreement);
 - e. we are not responsible for your investment decisions or for monitoring your Portfolio;
 - f. the Financial Products and Services we offer may not be available to people accessing them from outside Australia. You are responsible for complying with foreign laws and regulations;
 - g. we may apply any Reduced Input Tax Credits (RITC) we receive to complete payment of the GST-inclusive Fees and Charges that apply to any of your Accounts;
 - h. we may offset your instructions to buy or sell assets against other investors' instructions such that only net Transactions are implemented (with our records adjusted to reflect all investors' instructions). You agree to pay all Fees and Charges and expenses that would have been incurred had your instructions been implemented without netting. We may retain those amounts and any other benefits we receive from netting;
 - i. if you are a trustee or investing on behalf of another, the individuals or corporate entity recorded by us in your Account as the investor will be the only persons/entity recognised by us (apart from your JBWere Adviser and any other Authorised Person) as authorised to give instructions. No holders of beneficial interests will be recognised;
 - j. joint investors are each responsible for performing all of the obligations under the JBWere Agreement. You are responsible both jointly and separately;
 - k. you must not initiate or participate in any Transaction that may be in breach of Australian law (or the law of any other country). Where relevant, you agree to comply with the Corporations Act and the rules, procedures, customs, usages and market practices of any market on which your investments are traded; and
 - l. we reserve the right to decline your application or request for any Account or Service.
- ## 2. Payment and settlement
- 2.1 You must pay us the Fees and Charges applicable to the Services that we provide to you in accordance with this JBWere Agreement, the JBWere Financial Services Guide and any other document or regulation specifying Fees and Charges.
- 2.2 You are liable for all other costs, fees, taxes, duties, charges and commissions properly incurred under this JBWere Agreement or an Additional Service Agreement.
- 2.3 You will be responsible for the due performance of your obligations under, or in connection with, each Transaction, whether by payment of the purchase price, delivery of the relevant assets or otherwise.
- 2.4 Without limiting our other rights under this JBWere Agreement, if you fail to pay an amount due and payable under this JBWere Agreement or an Additional Service Agreement (including amounts due in respect of purchase Transactions or taxes), we may:
- a. apply any cash held by us, or our agents, on your behalf (including funds held in your Cash Account); or
 - b. sell or dispose of any Financial Products under our control, or the control of our agents, or any of your other assets under our control, and apply the proceeds;
- in satisfaction of the debt and in payment of any reasonable additional charges incurred in so doing, including interest in accordance with clause 2.6(d). You will be liable to us for any shortfall or entitled to any surplus proceeds, as the case may be.
- 2.5 If you fail to deliver Financial Products in a sale Transaction in a form acceptable to us or the Broker in time for settlement, we may:
- a. buy the relevant Financial Products; and

b. charge you interest.

You shall be liable to us for any shortfall or entitled to any surplus proceeds, as the case may be.

2.6 If we take any action under clause 2.4 or 2.5, you will be liable to pay any additional costs incurred by us and which may include:

- a. brokerage, applicable Fees and Charges, taxes, stamp duties and GST;
- b. borrowing costs or losses incurred as a result of borrowing Financial Products;
- c. other reasonable expenses we incur in relation to actions under clause 2.4 and 2.5; and
- d. interest on the outstanding amount from the due date until the date we receive payment, at the rate of two percentage points above the Base Rate, calculated daily from the due date to the date of payment; and

we will withdraw (or cause to be withdrawn) funds from your Cash Account or demand payment from you, either verbally or in writing. If we demand payment from you under this clause 2.6, you must pay us the amount demanded immediately in cleared funds.

2.7 You agree to accept partial delivery and to abide by all clearance arrangements as directed by any stock exchange or clearing association.

3. Your Cash Account

3.1 You must ensure you have adequate funds in your Cash Account at all times to fund all Transactions through the Services.

3.2 You agree, immediately on demand from us, to deposit in your Cash Account all sums necessary to ensure that all payment obligations are able to be met in respect of Transactions.

3.3 You:

- a. irrevocably authorise us to withdraw or deduct any amount from your Cash Account and pay that amount to any person, or retain that amount, for the purpose of giving effect to any transaction or instruction or to satisfy any obligation (including the payment of Fees and Charges and expenses, and the settlement of Transactions) in relation to any asset; and
- b. will direct the issuer or holder of your Cash Account in the manner required by the issuer or holder, and do all other things necessary to enable or require the issuer or holder (including, where necessary, by granting us a Direct Debit/ Credit Authorisation (or equivalent) over your

Cash Account), to comply with any request or instruction given by us for the purposes of paragraph 3.4(a).

3.4 You agree that we may on or before the settlement date:

- a. deposit in your Cash Account all monies received in respect of Financial Products from time to time (net of all applicable Fees and Charges and other expenses) including, but not limited to, the proceeds of sales or redemptions of any Financial Products; and
- b. take any action necessary or proper to settle a Transaction on your behalf.

3.5 We are not obliged to make a credit to your Cash Account before receipt by us of a corresponding and final payment in cleared funds. If we make a credit before such receipt, we may at any time reverse all or part of the credit (including any interest thereon), or if we reasonably decide, require repayment of any amount.

4. Set off

4.1 All monetary obligations imposed on you under this JBWere Agreement or an Additional Service Agreement:

- a. are absolute;
- b. are free of any right by you to counterclaim or set off; and
- c. may only be satisfied once the payment has cleared.

4.2 We may:

- a. set off any amount payable to us, or any of our agents, by you against any amount payable by us or any of our agents to you; and
- b. withhold any amount payable by us, or any of our agents, to you in satisfaction of any amount payable to us, or any of our agents, by you.

5. Service Provider

5.1 We may change the Service Provider used, or appoint additional Service Providers, to provide a Service at any time.

5.2 If we nominate another Service Provider for any of the Services we provide:

- a. it is at our discretion for legitimate business, or prudential reasons to advise you of this change; and

- b. you may need to enter into an agreement with another Service Provider in order to continue to use the Services.

6. Joint Accounts

- 6.1 If an Account is in two or more names:
 - a. the obligations and liabilities under the JBWere Agreement or an Additional Service Agreement apply to each Person named on the Account jointly and severally;
 - b. a right given to an Account holder under this JBWere Agreement or an Additional Service Agreement applies to all Persons named on the Account; and
 - c. a representation, warranty or undertaking made by the joint Account holders is made by each of them.

7. Effect of death or incapacity

- 7.1 If you die or become incapacitated during the term of the JBWere Agreement or an Additional Service Agreement, then your legal personal representative will ratify and confirm any actions we take between the date of death and the date we receive evidence to our satisfaction of your death, and indemnify us in relation to these actions.

8. GST status

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

9. Currency

- 9.1 Unless specified otherwise, all Fees and Charges are in Australian dollars.
- 9.2 You authorise us to perform any conversion from one currency to another required to be made by us to execute or settle any Transaction, make any payment of dividend or make any payment in respect of the sale of Financial Products. Such conversion may be effected by us in the manner and at the time as we, in our absolute discretion, decide.

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

- 10.1 If you provide your TFN, ABN or exemption code to us, you:
 - a. authorise us to use and disclose that information to other entities (such as NAB and related bodies corporate of NAB) in administering your affairs in relation to the JBWere Agreement and your investments in connection with it (and you authorise those entities to use and disclose it for the same purpose); and/or
 - b. authorise us (and those other entities) to share and quote this information with the investment bodies whose Financial Products are held (or will be held) in CHESS through JBWere, or where quotation of your TFN to them is otherwise authorised under the taxation laws.
- 10.2 Clause 10.1 applies to all Persons named on the Account. For example, if you have a joint Account, both your TFNs should be provided. If you do not provide your TFN, ABN or advise us that you are eligible for an exemption from providing a TFN or ABN then we, or the relevant product issuer, may be obliged to deduct Pay As You Go withholding tax at the maximum marginal tax rate (plus the Medicare levy).

11. Trust funds

- 11.1 To the extent required by the Corporations Act and subject to this JBWere Agreement or an Additional Service Agreement, we will hold funds we receive on your behalf in trust for you. We may retain any interest paid on such funds.

12. Intellectual property

- 12.1 You acknowledge that copyright and intellectual property rights relating to the Information and derived Information we provide (including Information transmitted electronically) remain vested in us or other Service Providers as applicable.
- 12.2 If improper or unlawful use of materials under copyright or other intellectual property rights comes to your notice, you must notify us immediately.
- 12.3 Where you download or print copies of any Information about a Service, you acknowledge that it is for your personal and private use, and that it may not be reproduced, republished, broadcast or otherwise distributed without our prior written consent.

13. Authorised Persons

- 13.1 You may appoint one or more people as Authorised Persons, provided that such person must be acceptable to us in our discretion. If you wish to revoke the authority of an Authorised Person, you must tell us in writing.
- 13.2 You agree and understand that:
- an Authorised Person may be restricted from providing instructions in relation to particular Services;
 - we may act upon the instructions of any Authorised Person, to the extent those instructions are not inconsistent with the restrictions referred to in clause 13.2(a); and
 - we may provide Account information in response to a request from an Authorised Person; without the necessity to check the authority of that Person. We may, however, require written instructions from you, in which case we are not required to act upon the Authorised Person's instruction.
- 13.3 If we reasonably believe that a Person who makes a request for information, or provides instructions, is your Authorised Person, we are not liable for any action, non-action or response in relation to this request (except to the extent resulting from or caused by our negligence, fraud or dishonesty).
- 13.4 If there is more than one Authorised Person, we may act on the instructions of any Authorised Person severally.
- 13.5 You agree that if any of your Authorised Persons breach the JBWere Agreement or an Additional Service Agreement:
- the breach will be attributed to you as principal;
 - we have the same rights and remedies as we would if you had personally committed the breach; and
 - where we can take action against the Authorised Person, we do not need to do so before exercising the rights granted in this clause against you.
- 13.6 Authorised Persons are not able to appoint or remove other Authorised Persons.
- 13.7 Subject to the restrictions referred to in clause 13.2(a), this clause 13 applies to any instruction given to us in relation to a Service. You agree to ensure that your Authorised Person reads and understands the terms and conditions governing the Services.

- 13.8 Subject to the restrictions in clause 13.2(a), you agree that if you have appointed an Authorised Person to deal on your behalf in relation to a Service then you:
- must ensure that any Authorised Person you appoint has the knowledge and experience required to provide instructions; and
 - accept responsibility for your Authorised Person's instructions.
- 13.9 We reserve the right to refuse to respond to a request for information, or refuse to accept any instruction or order given by your Authorised Person in our absolute discretion, for any reason.

14. Additional Services

- 14.1 You acknowledge and agree that:
- where you apply for Additional Services, there may be a separate verification process for an Additional Service and, until we or the relevant Service Provider (as applicable) has accepted you for that Additional Service, we or the relevant Service Provider (as applicable) are not under any obligation to accept or act on any instruction in relation to that Additional Service;
 - if you are accepted by us or the relevant Service Provider (as applicable) for an Additional Service, you have read, understood and agree to be bound by the relevant Additional Service Agreement which is made available to you (including through the Client Portal); and
 - if there are any inconsistencies between this JBWere Agreement and the Additional Service Agreement, the Additional Services Agreement will prevail in relation to those Additional Services to the extent of the inconsistency.

15. Margin Lending

- 15.1 Where you have a Margin Loan Account, you acknowledge that you (and not the Margin Lender) will be liable to us or the Broker for all settlement obligations, including any oversold positions.
- 15.2 Your liability in clause 15.1 arises irrespective of whether your Margin Lender is able to deliver or advance sufficient cleared funds or securities to satisfy your obligations.

16. Charges

Any:

- charge, mortgage, lien, security interest or other encumbrance given under this JBWere Agreement or an Additional Service Agreement;

or

- b. agreement or undertaking to give a charge, mortgage, lien, security interest or other encumbrance under this JBWere Agreement or an Additional Service Agreement;

other than a charge, security or lien arising by operation of law, does not apply in relation to an asset of the trustee of a regulated superannuation fund or approved deposit fund to the extent that the trustee is prohibited from giving that charge, mortgage, lien or other encumbrance under the Superannuation Industry (Supervision) Regulations. For the avoidance of doubt, any charge, mortgage, lien or other encumbrance in our favour arising by operation of law is not diminished or otherwise affected by this clause.

17. Dispute resolution

- 17.1 In the case of a dispute, unless you provide evidence to the contrary, our records of electronic or telephone communications or facsimile transmission shall be conclusive evidence of the details of the communications by email, internet, telephone or facsimile (as the case may be) between you and us.
- 17.2 If we cannot resolve a dispute to your satisfaction, depending on its nature, you can refer your complaint to:
 - a. the Financial Ombudsman Service Limited (FOS);
 - b. the Australian Securities and Investments Commission (ASIC);
 - c. the Australian Securities Exchange (ASX); or
 - d. Chi-X Australia.

18. Assignment and novation

- 18.1 You cannot assign, transfer or novate any of your rights or obligations under this JBWere Agreement or an Additional Service Agreement without our written consent.
- 18.2 You agree that we can, and that we have your consent to, assign, transfer or novate any or all of our rights (or, in the case of a novation, our obligations) under this JBWere Agreement or Additional Service Agreement (where we consider it is appropriate for legitimate business, prudential or regulatory reasons and subject to Applicable Law), to any of our related bodies corporate, Service Providers or to any other Person at any time, by giving you no less than 10 Business Days' notice.
- 18.3 We will notify you of the identity of any Person to whom we assign, transfer or novate any of our rights or obligations under this JBWere Agreement or an

Additional Service Agreement.

19. Power of Attorney

- 19.1 You appoint us and each of our respective subsidiaries, agents, officers, authorised representatives and Service Providers (as applicable), including the Broker (and its agents and officers), severally (each referred to as 'Attorney') as your attorney to do in your name everything necessary or expedient to:
 - a. execute and deliver any document necessary to ensure that the registration details of your Financial Products contain your true name, registration address and other necessary personal information provided by you;
 - b. convert, at the Broker's discretion, any of your Broker CHESSE sponsored holdings to issuer sponsored holdings if your access to Broking Services is terminated and as at the termination date you have not provided, in a form satisfactory to the Broker, a written instruction to transfer all of your Broker CHESSE sponsored holdings to your nominated new CHESSE sponsor;
 - c. appoint one or more substitute Attorneys to exercise one or more powers given to the Attorneys and to revoke any of those appointments; and
 - d. enter into contracts or agreements (including a contract or agreement which in turn contains a power of attorney granted by you in favour of another party (that other party also referred to as an 'Attorney')) with another party on your behalf, after receiving your instructions to do so.
- 19.2 You indemnify the Attorney against liability, loss, costs, charges or expenses arising from the exercise in good faith by the Attorney of powers granted under this Power of Attorney.
- 19.3 Neither we nor an Attorney are liable for any loss or penalty incurred by you as a result of:
 - a. any delay by an Attorney in exercising their powers; or
 - b. an Attorney not exercising their powers; except if caused by our fraud, negligence or dishonesty.
- 19.4 You may not revoke these appointments whilst you have any amounts owing to any Attorney in connection with any Service.

20. Changes to your personal details

- 20.1 Subject to clause 20.2, you can amend the personal details associated with your Account by giving us notice in accordance with clause 22.
- 20.2 We will update such information on our records as soon as reasonably possible after we receive notice of the change from you.

21. Amendment of the JBWere Agreement or an Additional Service Agreement

- 21.1 Subject to this clause 21, we can amend or vary the JBWere Agreement or an Additional Service Agreement for legitimate business, prudential or regulatory reasons, by 10 Business Days' prior

notice to you. Your continued use of that Service is an acceptance of the variation, and each amendment or variation is to be read as a separately expressed right.

- 21.2 This variation may not be notified to you, and will take effect when you first use that new or varied Service, where a variation of the JBWere Agreement or Additional Service Agreement is:
 - a. required to comply with the Rules and any Applicable Law;
 - b. necessitated by an immediate need to restore or maintain the security of the Service or your Accounts; or
 - c. a minor change.

22. Giving notice

- 22.1 This clause 22 applies to all notices, instructions and other communications given under this JBWere Agreement or an Additional Service Agreement.

	Hand delivery	Post	Facsimile	Email	Over the internet
22.2 Unless this JBWere Agreement or an Additional Service Agreement specifically states otherwise, you can provide notices or instructions by any of the following methods, provided we can verify your details:	✓	✓	✓	✓	
22.3 We may send communications, including notices and instructions, to you:	✓	✓	✓	✓	✓
22.4 Except in the case of post, when a notice and instruction is sent by any of the following methods, it will be treated as having been received by you the day it was sent, unless proven otherwise:	✓	X (see clause 22.5)	✓	✓	✓

- 22.5 Notices and instructions sent by us will be treated as having been received by you:
 - a. if sent by post, the next Business Day following posting, unless proven otherwise;
 - b. if sent by facsimile, at the time the sender receives confirmation of transmission;
 - c. if sent by email (including an email containing a hypertext link to one or more documents), one Business Day after the email is sent;
 - d. if given personally, when received; or
 - e. if there is no way of sending the documents or communications that may reasonably be expected to result in them being received by you, when all reasonable steps have been taken to send them to you.

- 22.6 The receipt date for notices or instructions you send us is the date we actually receive it, except for electronic communications, where the receipt date is the date the communication is opened (unless proven otherwise).

- 22.7 We may give you notices and other communications by sending them to any address that you have provided or sending them to an address that we reasonably believe is correct.

- 22.8 You are responsible for ensuring:
 - a. that you provide us with a valid email address;
 - b. that your email address is up to date;
 - c. that the nominated telephone numbers (including mobile numbers, if you have provided any) are correct; and

- d. that change of name and address (including for CHESS registration) notifications are provided in writing.

23. Extent of liability

- 23.1 We do not exclude or limit the application of any statute (including the Australian Securities and Investments Commission Act, the Australian Competition and Consumer Act 2010 (Cth) and any similar state or federal legislation) where to do so would contravene the statute or cause any part of this JBWere Agreement or an Additional Service Agreement to be void. Liability for a breach of any provision implied by law which cannot be excluded is limited to:
- a. in the case of goods, to the replacement of the goods or the supply of the equivalent goods; or
 - b. in the case of services, the supplying of the services again.
- 23.2 We, and each of our respective members and Affiliates, and either of our directors, officers or agents, are not liable for any actions, claims, demands, proceedings, liabilities, losses, damages, costs and expenses (except to the extent resulting from or caused by our negligence, fraud or dishonesty) due to:
- a. us acting upon your instructions;
 - b. us not acting on your instructions where we are permitted to do so;
 - c. your default;
 - d. compliance with a direction, request or requirement of the Corporations Act, the Rules or any regulatory authority;
 - e. error, omission, non-receipt or invalidity in your instructions;
 - f. problems involving the relevant exchange, Market Operator, and/or failure of an exchange, including any error, omission, interruption, deletion, defect, delay in operation or transmission, or any other factor;
 - g. any events or circumstances that we cannot reasonably control (for example, failure of electronic or mechanical equipment or communication lines, unauthorised access, or labour problems);
 - h. any delay, interruption, omission, failure, error or fault by us in passing on and executing your instructions;
 - i. reliance in good faith on information or advice, or reliance on third-party research reports we provide to you or your Authorised Person;
 - j. market movements and other risks associated with the trading of Financial Products;
 - k. suspected or actual manipulative trading, including insider trading, false or misleading trading, market rigging and market manipulation (by a person other than us or an Affiliate of ours);
 - l. faults, errors, defects, failures in the Client Portal or other computer systems, or loss of access;
 - m. reliance on a document or message that we had no reason to believe was not authentic (although we are not obliged to verify this) or delays caused by calling in good faith for further authentication of your instructions;
 - n. loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy;
 - o. any act or failure to act by you, any broker (other than an Affiliate of ours), your Authorised Person or your JBWere Adviser, any company or trust listed on a stock exchange or any fund manager or trustee;
 - p. the form and content of any relevant disclosure document, other than our own;
 - q. the performance of your Portfolio and other assets in which you invest through JBWere, including loss of capital invested; or
 - r. any delays in processing managed fund withdrawal requests due to exceptional circumstances, such as if a managed fund becomes illiquid or has withdrawal restrictions.
- 23.3 In no circumstances are we liable to you (or any person claiming through you) for economic, indirect or consequential loss.
- 23.4 You agree to indemnify us and each of our respective Affiliates, directors, officers and agents (indemnified parties) against any losses, liabilities or expenses (including legal costs on a full indemnity basis) arising out of, or in connection with:
- a. any of the indemnified parties acting under, or in connection with, this JBWere Agreement, the Broker Agreement, or an Additional Service Agreement, except to the extent that any loss, liability, or expense is caused by the negligence, fraud or dishonesty of any indemnified party;
 - b. a breach by you of any of your obligations under this JBWere Agreement, the Broker Agreement, or an Additional Service Agreement;
 - c. any incorrect or misleading representation or warranty given by you under this JBWere Agreement, the Broker Agreement, an Additional Service Agreement or any supplementary form(s);

- d. unauthorised instructions or fraud, except to the extent resulting from or caused by our negligence, fraud or dishonesty; and
 - e. fees, costs and expenses incurred by us properly acting under the JBWere Agreement or an Additional Service Agreement.
- 23.5 You also release the indemnified parties from all claims, actions and proceedings relating to the matters described in clause 23.4.
- 23.6 We hold the benefit of the indemnity and release in this clause 23 on trust for each indemnified party and may enforce them on their behalf.
- 23.7 Each indemnity in this JBWere Agreement is a continuing obligation, which is separate and independent from your other obligations, and survives termination of the JBWere Agreement. We do not need to incur expenses or make Transactions on your behalf before enforcing our right of indemnity under this JBWere Agreement.
- 23.8 In this clause 23, 'you' includes a Person who we reasonably believe to be you or your Authorised Person.

24. Restriction and suspension rights

- 24.1 Subject to clause 24.2, the Rules and any Applicable Law, we can immediately and without notice restrict or suspend your access to:
- a. any of your Accounts;
 - b. the Client Portal; or
 - c. any Service.
- 24.2 We will only exercise the right in clause 24.1 if:
- a. you fail to pay any amount you are liable for under this JBWere Agreement or an Additional Service Agreement when it falls due;
 - b. you breach the JBWere Agreement, the Broker Agreement, an Additional Service Agreement, or any other term on which a Service is provided including, but not limited to, any policies or codes of conduct that we reasonably require you to adhere to in using the Service;
 - c. we have reasonable grounds to believe that your continued access to your Account would result in us breaching, or being an accessory to a breach of, the Corporations Act, the Rules or any other Applicable Law;
 - 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);
 - e. any information given to us by you, or on your behalf, is incorrect or misleading; or

- f. you use (or appear to use) a Service in a way we think is inappropriate or unreasonable.

- 24.3 If we exercise our right in clause 24.1, we may tell you the reason for the restriction or suspension (and any conditions) as soon as is reasonably possible (unless prohibited for legal or regulatory reasons). We do not need to tell you before restricting or suspending access to your Account or a Service.
- 24.4 Our rights under this clause apply to both you and your Authorised Person, collectively and severally.

25. Termination of specific Services

- 25.1 Subject to the Rules and any Applicable Law, we can terminate your access and use of:
- a. any of your Accounts;
 - b. the Client Portal; or
 - c. any Service;
- by giving you five business days' notice of our intention to do so or immediately without notice in the circumstances set out in clause 25.2.
- 25.2 We can take any action set out in clause 25.1 immediately without prior notice if:
- a. you fail to pay any amount you are liable for under this JBWere Agreement, the Broker Agreement, or any Additional Service Agreement when it falls due;
 - b. you breach the JBWere Agreement, the Broker Agreement, an Additional Service Agreement, or any other term on which a Service is provided including, but not limited to, any policies or codes of conduct that we reasonably require you to adhere to in using the Service that are made available to you or in accordance with the JBWere Agreement or an Additional Service Agreement;
 - c. the Broker is terminated or suspended as a Market Participant under the ASIC Market Integrity Rules, a Settlement Participant of ASX Settlement, or Clearing Participant of ASX Clear, or by any Applicable Law;
 - 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. any information given to us by you, or on your behalf, is incorrect or misleading.
- 25.3 You may terminate an Account relating to a specific Service by giving us, no later than five Business Days before proposed date of termination, a notice that:
- a. is in writing and validly signed;

- b. specifies the account number of the specific Account to be closed;
 - c. is given in accordance with clause 22 of this JBWere Agreement; and
 - d. provides specific instructions for the disposal or redemption of any investments held by us in relation to the relevant Service.
- 25.4 If you want a person other than yourself or your Authorised Person to provide instructions to us regarding the closure of an Account, you must provide us with a written authorisation of such person in a form satisfactory to us.
- 25.5 Termination of a specific Service under clause 25.1 or clause 25.3 will not automatically terminate any other aspect of the JBWere Agreement.
- 25.6 Notwithstanding any part of this clause, if you or an Authorised Person requests it, we may agree to reinstate the terminated Service on the same terms and conditions.
- 25.7 Our rights under this clause apply to both you and your Authorised Person, collectively and severally.
- 25.8 Notwithstanding any part of clause 24 and this clause 25, we reserve the right to terminate or suspend all or any part of a Service at any time without notice and at our discretion for legitimate business, prudential or regulatory reasons.
- 25.9 If we exercise our right in clause 25.2 or 25.8, we may tell you the reason for the restriction or suspension (and any conditions) as soon as is reasonably possible (unless prohibited for legal or regulatory reasons). We do not need to tell you before restricting or suspending access to your Account or a Service.

26. Termination of the JBWere Agreement

- 26.1 The JBWere Agreement will terminate if either party gives at least five Business Days' notice in writing, on the date specified in the notice.
- 26.2 Any notice of termination which you give us under clause 26.1 will only be effective if it:
- a. is in writing and validly signed;
 - b. specifies the account number of the JBWere Account to be closed;
 - c. is given in accordance with clause 22 of this JBWere Agreement; and
 - d. provides specific instructions for the disposal or redemption of each investment in your JBWere Account.
- 26.3 If you want a person other than yourself or your

Authorised Person to provide instructions to us regarding the closure of your JBWere Account, you must provide us with a written authorisation of such person in a form satisfactory to us.

- 26.4 We can terminate the JBWere Agreement at any time without notice (subject to the Rules and any Applicable Law) if:
- a. you fail to pay any amount you are liable to pay under the JBWere Agreement, the Broker Agreement, or an Additional Service Agreement when it falls due;
 - b. you breach any material term of the JBWere Agreement, the Broker Agreement, an Additional Service Agreement, or any material term on which a Service is provided including, but not limited to, any policies or codes of conduct that we reasonably require you to adhere to in using a Service that are made available to you in accordance with this JBWere Agreement;
 - c. we have reasonable grounds to believe that continued access to your Account would result in us breaching, or being an accessory to a breach of, the Corporations Act, the Rules, any other Applicable Law;
 - 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. any information given to us by you, or on your behalf, is incorrect or misleading.
- 26.5 Terminating the JBWere Agreement under this clause 26 will result in closure of all your Accounts and termination of all your Services, but does not affect any:
- a. rights or obligations that arise before termination;
 - b. Transaction that has been properly entered into before termination;
 - c. claim we make for Fees and Charges or expenses incurred before termination; or
 - d. other claims that one party has against the other.

27. Action after terminating your JBWere Account

- 27.1 On termination of your JBWere Account as a result of a termination under clause 25 or 26 of this Division 1 of the JBWere Agreement:
- a. instructions and Transactions under way will be processed;
 - b. if you do not provide us with instructions as to how we should deal with your investments within 14 days of termination of your JBWere Account,

you instruct us to sell the investments in your Portfolio, You agree not to vary or revoke that instruction;

- c. notwithstanding this instruction in clause 27.1(b) we may transfer listed securities to you (rather than selling them) and we may retain assets to satisfy any amount to which we are entitled, or to the extent the assets must be delivered to any other person, to satisfy obligations we owe to that person in connection with your Account;
 - d. Fees and Charges and other money you owe us or any person you have instructed us to pay will be deducted from the proceeds of sale of your investments; and
 - e. any proceeds remaining will be paid to your Cash Account.
- 27.2 If, on termination of your JBWere Account, we cannot for any reason deliver, transfer or pay an asset in your Portfolio in accordance with your Instructions, then, without limiting any of our other rights:
- a. we may deliver, transfer or pay the asset to ASIC or any other government agency which, in our reasonable opinion, is an appropriate holder of the asset;
 - b. on such delivery, transfer or payment occurring, we have no further responsibility or liability to you in respect of the asset; and
 - c. we will take reasonable steps to notify you of a delivery, transfer or payment under this clause.
- 27.3 We are not obliged to pay the proceeds of realisation of any asset in your Portfolio out of our own funds.

28. Reasonable use

- 28.1 You agree to access and use the Services in accordance with our requirement that your use be reasonable. In particular, by accessing the Services, you agree and acknowledge that:
- a. all access to Services is subject to reasonable use; and
 - b. where we think usage is unreasonable, we may suspend or refuse access to Services.
- 28.2 If at any time we think a client's usage may disadvantage other clients, we may suspend, restrict or refuse access to a Service.

29. Force majeure

- 29.1 We are not liable for any delay or interruptions in fulfilling our obligations under the JBWere Agreement or an Additional Service Agreement if the circumstances are beyond our reasonable control (or the control of any related or unrelated Service Provider). This includes, but is not limited to, problems with your telecommunications services, internet service provider, computer hardware and/or software, or difficulties in sending or receiving emails.

30. Governing law

- 30.1 The JBWere Agreement, and any Additional Service Agreement, is governed by, and must be interpreted in accordance with, the law in the State of Victoria. Each of the parties will submit to the non-exclusive jurisdiction of the courts of the State of Victoria and courts competent to hear appeals from those courts.

31. Severance

- 31.1 If a court or any other tribunal or authority finds any of the terms and conditions in this JBWere Agreement or in an Additional Service Agreement to be void or unenforceable, the remaining terms and conditions continue to apply.

32. Read-down clause

- 32.1 If any law relating to unfair contract terms would otherwise make a term of the JBWere Agreement or a term of an Additional Service Agreement void, that term is to be read down and construed as if it were varied, to the minimum extent necessary, so that the law does not make the term void.
- 32.2 This reading-down rule applies before any other reading down or severance provision in the JBWere Agreement or Additional Service Agreement.

33. Exercise of discretions

- 33.1 Any right conferred on us under the JBWere Agreement or an Additional Service Agreement may be exercised or not exercised in our absolute discretion.
- 33.2 We may waive your obligations or the exercise of our rights under the JBWere Agreement, an Additional Service Agreement, or any part of them, in our absolute discretion and such a waiver does not prevent us from exercising those rights in the future.

33.3 We will act reasonably and be guided by our legitimate business interests in deciding whether and how to exercise any discretion we have under the JBWere Agreement or an Additional Service Agreement.

34. Conflict of interest

34.1 You acknowledge and agree that:

- a. we and our Affiliates provide a variety of services to our and their respective clients. In connection with providing such services, we (and our Affiliates) may, from time to time, come into possession of confidential, material, inside or other non-public information. We and our Affiliates maintain and enforce policies and procedures that prohibit the disclosure of such information in certain cases to persons who do not have a legitimate right to such information or where disclosure is prohibited by law. You acknowledge and agree that these policies and procedures are necessary and appropriate and recognise that we or any Affiliate may have knowledge of certain confidential, material, inside or other non-public information which, if disclosed to you, may affect your decisions under this JBWere Agreement or an Additional Service Agreement, but that we or our Affiliates may be prohibited from disclosing the information to you or using it for your benefit;
- b. we or any Affiliates of any of us may be involved in a wide range of commercial banking and investment banking activities globally from which conflicting interests or duties may arise. You agree and acknowledge that we may execute your Transactions in circumstances where we or any Affiliates of any of us:
 - i. hold a principal position or deal on a principal basis (in part or in whole) in the relevant Financial Products;
 - ii. are allocated a sale or purchase of Financial Products when any of us have an unexecuted transaction order on the same terms from you;
 - iii. take the opposite position in a Transaction (including a crossing) either acting for another client or on our own or our own account and charge both you and the other client brokerage;
 - iv. sponsor or underwrite a new issue involving the Financial Products you place a Transaction instruction for; or

- v. have a potential conflict of interest of which you are not aware and which any of us are unable to disclose to you;
- c. we may in our absolute discretion and without prior notice to you, arrange for any Transaction to be executed in whole or in part by the sale to, or the purchase from, you of the relevant investments by us, an Affiliate of ours or another client;
- d. we may combine orders for your Portfolio with our own orders, and orders of persons connected with us or other customers and allocate the investments or proceeds acquired among the participating accounts in a manner that we believe is fair and equitable. You acknowledge and agree that, on occasions, aggregation may result in you obtaining a less favourable price.

35. Personal information

35.1 Personal information provided in connection with the JBWere Agreement or an Additional Service Agreement will be handled:

- a. by JBWere, in accordance with the JBWere Privacy Policy, which can be found at Part D. You can also request a copy from the Privacy Officer, JBWere Ltd, Level 16, 101 Collins Street, Melbourne VIC 3000;
- b. by our Service Providers in accordance with their respective privacy policies and in accordance with any standards and requirements specific to the Service Provider that are provided to you. Where a Service Provider is a subsidiary of NAB, the NAB Group Privacy Policy will apply. The NAB Group Privacy Policy can be found as Part D. Details of any additional privacy policies will be provided to you on request.

Division 2 – Advisory and arranging services terms and conditions

This Division 2 of the JBWere Agreement sets out the terms and conditions on which we provide:

- a. Financial Product advice (clause 1), including personal financial product advice (clause 1.1) and general financial product advice (clause 1.2); and
- b. Arranging Services (clauses 2 and 3).

1. Financial Product Advice

- 1.1 If we agree to provide you with personal financial product advice, you acknowledge and agree that:
 - a. on our request, you will provide us with information relating to your Financial Needs, sufficient and necessary for us to make informed financial product recommendations and to comply with statutory obligations;
 - b. you will notify us of any change in your Financial Needs or any relevant new information as it occurs; and
 - c. if you do not provide all information relevant to your Financial Needs as required by this clause 1.1:
 - i. we will not be able to provide a comprehensive analysis of your Financial Needs;
 - ii. any financial product recommendation made to you may not be appropriate for you; and
 - iii. you will need to consider whether any recommendation is appropriate in light of your Financial Needs.
- 1.2 If we agree to provide you with general financial product advice, you acknowledge and agree:
 - a. that in providing you with general financial product advice including in the form of research reports, email bulletins and trading ideas, we do not take into account your Financial Needs; and
 - b. it is your responsibility, before acting on any financial product advice we provide to you, to consider the appropriateness of the advice having regard to your Financial Needs.

2. Financial Products Transactions

- 2.1 The provisions of this clause 2 and clause 3 apply in relation to the provision of Arranging Services to you.

- 2.2 You must:
 - a. before giving us instructions, be in a position to pay for any Financial Products purchased or have a presently exercisable and unconditional right to vest in a buyer any Financial Products sold, as the case may be;
 - b. where Financial Products have been purchased, pay the consideration for those Financial Products;
 - c. where Financial Products have been sold, deliver sufficient Financial Products to the Broker (or the custodian) in such form as would constitute valid delivery between parties to the transaction; and
 - d. pay all associated duties or taxes (including any GST);in each case, before the time and date for settlement specified on the Confirmation issued in relation to the Transaction.
- 2.3 You acknowledge and agree in respect of each Transaction involving listed Financial Products that:
 - a. you will be charged brokerage at the rates determined by us from time to time, and applicable Fees and Charges;
 - b. all such Transactions will be subject to, and you will be bound by, as applicable, the Broker Agreement, the Corporations Act, and the Rules, regulations, customs and usages of the ASX or an Approved Stock Exchange;
 - c. you are the principal and responsible for all such Transactions; and
 - d. we may instruct the Broker to enter into a Financial Product transaction on behalf of us or on behalf of another client.
- 2.4 You acknowledge and agree in respect of each Transaction involving unlisted Financial Products that:
 - a. you will be charged Fees and Charges; and
 - b. all such Transactions will be subject to, and you will be bound by, any regulations, customs and usages of the market in which the Transaction occurs.
- 2.5 You acknowledge and agree that, where you fail to comply with your obligations in relation to a Transaction (including your obligations under the Broker Agreement), the Broker may assign its rights to all amounts owing by you in connection with that Transaction to us. This amount may include:
 - a. brokerage, fail fees, stamp duties and GST;
 - b. borrowing costs or losses incurred by reason of borrowing financial products;

- c. any other reasonable expenses incurred by us or the Broker in acting pursuant to this JBWere Agreement, the Broker Agreement, an Additional Service Agreement, or the Rules; and
 - d. any interest on the outstanding monies from the date the monies are due until the date on which payment is received by us.
- 2.6 You acknowledge that if the Broker assigns its rights to all amounts owing by you in connection with a Transaction to us, these amounts become amounts owing to us and we may:
- a. instruct the Broker or the CHESSE Sponsor (as applicable) to sell, borrow or purchase, as we may determine in our absolute discretion, sufficient Financial Products the subject of the relevant Transaction or any other Financial Products that are CHESSE sponsored by the Broker or the CHESSE Sponsor in order to repay that amount; and/or
 - b. satisfy payment of that amount by withdrawing that amount from your Cash Account.

3. Your instructions

- 3.1 If you wish to enter into a Transaction in Financial Products, you appoint us or any of our representatives to give instructions to the relevant executing entity in respect of that Transaction on your behalf.
- 3.2 You acknowledge and agree that we may act on any verbal, written or electronic (including facsimile) instructions from you or, subject to clause 13 of Division 1 of this JBWere Agreement, your Authorised Person.
- 3.3 If you request that we act on email instructions, you acknowledge and agree that we may act on any instructions received from such email address nominated by you in writing to us from time to time.
- 3.4 You acknowledge and agree that we cannot guarantee that our facility for the provision of electronic instructions to us is secure or reliable and cannot guarantee the delivery of instructions to us, the provision of confirmations of receiving, acting or declining to act on such instructions, or the security of any information contained within any electronic communication to and from us.

- 3.5 We reserve the right to refuse to respond to a request for information, or refuse to accept any instruction or order given by you or your Authorised Person in our absolute discretion, for any reason. We may also cancel any order or generally restrict your ability to instruct us to pass on an instruction for a Financial Product transaction without providing any reason for doing so. We will promptly notify you or your Authorised Person, as appropriate, of any such refusal or cancellation.

Part B: The Broker agreement

The Broker Agreement comprises:

- **Division 1** – Broking Services terms and conditions; and
- **Division 2** – The Broker’s CHESS Sponsorship Agreement.

Note: In this Part B: the Broker Agreement and, unless expressly stated otherwise, terms used have the same meaning given in the Broker Agreement, Part E of the JBWere Client Agreement and the Rules. If there is any inconsistency, definitions in the Broker Agreement will prevail. In particular: the words “us, we, our” refer to the Broker; and

- “Authorised Person” means the JBWere Adviser appointed and authorised by you, and accepted by the Broker, to act on your behalf in connection with the Broking Services.

Division 1 – Broking services terms and conditions

1. Incorporation of Division 1 of the JBWere Agreement, acknowledgements and warranties

- 1.1 Subject to clause 1.2, Division 1 of the JBWere Agreement is incorporated in full in this Broker Agreement as if references to:
 - a. “JBWere Agreement” are references to “Broker Agreement”;
 - b. “Authorised Person” has the meaning in accordance with its definition in Part E that is applicable to this Part B;
 - c. “we”, “our” and “us” refer to the Broker;
 - d. “Account” refers to your “Trading Account”;
 - e. “Additional Service Agreement” are omitted; and
 - f. “Services” (excluding Additional Services not provided by the Broker) were references to the services under this Broker Agreement.
- 1.2 Clauses 1.2(a), 5, 13.1, 19, 21, 25.1(b), and 27 of the JBWere Agreement are not incorporated in this Broker Agreement and Clause 18 (Assignment and Novation) of Division 1 of the JBWere Agreement is, when incorporated in this Broker Agreement, amended by the addition of the following clauses:
 - “18.4 – Any assignment, transfer or novation of our rights or obligations will not take effect until you receive a notice from us (or on our behalf) confirming the new party;
 - 18.5 – Immediately following an assignment, transfer and/or novation by us:
 - a. you have the same rights and/or obligations under these terms and conditions in respect of the new party as you had against us immediately before the assignment, transfer and/or novation;
 - b. the new party has the same rights and/or obligations we had against you immediately before the assignment, transfer and/or novation; and
 - c. you release us from any obligations arising on or after the applicable date in accordance with the Rules and any Applicable Law.”
- 1.3 You acknowledge and agree that:
 - a. you will be bound by, and all Financial Product Transactions we undertake on your behalf will be subject to:
 - i. the Corporations Act; and

- ii. the Rules, regulations, customs and usage of the relevant exchange as prescribed by ASIC, the ASX and or Chi-X Australia as the case may be;
and are only undertaken on the basis that you have primary responsibility for all obligations arising from any Financial Product Transaction we undertake on your behalf;
 - b. The Broker Agreement (subject to Division 2 only applying in the circumstances contemplated by Division 2, clause 1(a)) applies to all Transactions and will commence from the earlier of the:
 - i. time that we (or JBWere on our behalf) notify you that your Trading Account has been opened; and
 - ii. first time that you (or your Authorised Person) take any step to conduct a Transaction with us;
 - c. we have a general lien over (and the power to sell and realise) any Financial Products and documents we hold or control for you in respect of any amount you owe us (for any reason). Any lien created under this Broker Agreement does not apply in relation to an asset of the trustee of a regulated superannuation fund or approved deposit fund to the extent that the trustee is prohibited from giving that lien under the Superannuation Industry (Supervision) Regulations. For the avoidance of doubt, any lien in our favour arising by operation of law is not diminished or otherwise affected by this clause;
 - d. in order to comply with section 259B and section 259C of the Corporations Act, we are prohibited from taking security over Financial Products we issue or in a company that controls us. So, where we acquire NAB securities on your behalf, we waive the lien and power of sale we have under clause 1.3(c) in respect of your purchase of NAB securities. For the avoidance of doubt, this clause does not affect any security interest that you may provide to us or any of our related bodies corporate in connection with any credit or borrowing facilities (however described) that are made available to you from time to time;
 - e. your orders may be cancelled, amended or purged from the relevant Market subject to the procedures, customs, usages and practices of the Market Operator without notice to you. You further acknowledge that we are not obliged to notify you of any orders that are purged from the Market, although we will make all reasonable endeavours to notify you of such. We are not liable if you do not receive notification in this regard. An order that is cancelled or purged by the Market Operator will not be reinstated by us without instructions from you;
 - f. without limiting any other rights we have under the Broker Agreement, we are entitled to retain any Financial Products that we hold or control for you or amounts due to you until you pay any amounts due to us (or our related entities);
 - g. if you wish to:
 - i. trade in Partly Paid Securities;
 - ii. trade in Exchange Traded Options; and/or
 - iii. trade in Warrants; then
 you understand that there are additional terms and conditions that form part of this arrangement between you and us. You should read, understand and agree to these terms and conditions if you wish to trade in Partly Paid Securities, trade in Exchange Traded Options, and trade in Warrants;
 - h. there is significant risk associated with investment in Financial Products and you need to seek your own professional advice and rely on your own judgement in relation to your financial situation, investment objectives and particular needs; and
 - i. where you have indicated that you are a Connected Person, you consent to the Broker providing copies of Confirmations to the relevant Market Participant.
- 2. Financial Product Transactions**
- 2.1 Where we make Transactions involving Financial Products traded on your behalf, you:
- a. warrant (if you are selling securities or otherwise taking a short position in respect of securities) that you own the securities or have a presently exercisable, unconditional and indefeasible right to vest in the securities (to the extent required to meet your obligations in connection with the Transaction) and that they will be available for delivery on placing the order;
 - b. warrant (if you are buying securities or otherwise taking a long position in respect of securities) that you have sufficient cleared funds to pay for those securities (to the extent required to meet your obligations in connection with the Transaction) at the time the order is given and at the time the Transaction is settled;
 - c. must pay us for any Financial Products purchased, and any additional liabilities that arise;

- d. must deliver sold Financial Products to us in a form that constitutes valid delivery between Market Participants and in accordance with our directions;
- e. must pay all associated duties or taxes (including GST) before the settlement time and date specified; and
- f. acknowledge and agree that you will be charged brokerage by us, JBWere, and any nominated Service Provider in accordance with this Broker Agreement.

Compensation fund

2.2 You acknowledge that we have disclosed to you the information in clauses 2.2(a), 2.2(b) and 2.2(c) below, and you are aware that:

- a. ASX and Chi-X operate different compensation funds that provide protection for retail investors in the circumstances defined in the Corporations Act and Corporations Regulations.
- b. The Chi-X compensation fund covers losses resulting from defalcation or fraudulent misuse of your money, property or authority by a Chi-X participant, subject to certain exceptions. In circumstances where the Broker is also an ASX participant, clause 2.2(c) applies in relation to such a loss.
- c. If you do not expressly or impliedly instruct the Broker, who is a Chi-X participant, to execute your trading instructions on the Chi-X market, and it is not reasonably apparent from the usual business practice of the Broker which of the ASX or Chi-X markets the participant would use when acting for you, the Chi-X fund will not apply. In this case, the National Guarantee Fund (NGF) may apply, provided the loss is connected to the ASX market and is covered by the NGF claims provisions. The NGF claims provisions are set out in Division 4 of Part 7.5 of the Corporations Act and Corporations Regulations. (For further information, see the legislation and the NGF Information Booklet available at segc.com.au.) Note that if your stockbroker is not an ASX participant, the NGF will not apply in any circumstance.

3. Instructions

3.1 You acknowledge and agree that:

- a. if we receive instructions that we reasonably believe to be from you (or on your behalf) or from your Authorised Person, we will assume that the instruction is from you (or your

Authorised Person);

- b. all instructions from you or on your behalf (or from your Authorised Person) are subject to the Rules, clause 3.2, clause 3.3, clause 3.4 and any provision in these terms and conditions (including any Additional Services terms and terms in any supplementary form(s));
- c. you authorise us to act on any verbal or written instructions from you, or, in our discretion, any verbal, written or electronic (including facsimile) instructions on your behalf from your Authorised Person, in accordance with this Broker Agreement;
- d. if we do not have specific execution instructions, your order will be executed in accordance with the Best Execution policy subject to any limit imposed by you or on your behalf. This price may be different from the price at which the Financial Product is trading at the time you give your instructions;
- e. we aim to execute any instructions or orders we accept, but do not guarantee that they will be executed (either in full or in part) or executed by a certain time; and
- f. you (or your Authorised Person) can give instructions to deal on your Trading Account or obtain information about your Trading Account, but we may require written instructions from you in our discretion.

3.2 We reserve the right to refuse to:

- a. respond to a request for information; and/or
- b. accept any instruction (including trading instructions) or order in connection with your Trading Account.

3.3 Without limiting clause 3.2 above, we can decline to act on your behalf or accept instructions from you or your Authorised Persons (or any other persons purporting to act on your behalf) if:

- a. you do not provide, in advance, sufficient cleared funds in Australian currency to cover the cost of instructions (by you or on your behalf) to buy the applicable securities or otherwise meet your obligations under these securities;
- b. you do not have sufficient CHES Holdings or Issuer Sponsored Holdings to meet the obligations under the applicable securities or instructions to sell;
- c. we reasonably believe that your instructions are unclear, ambiguous or incomplete; or
- d. we believe that your instructions breach (or may breach) any law, statutory requirements,

or other regulatory requirements, including any Rules or regulations of the relevant exchange as prescribed by ASIC, the ASX, and/or Chi-X Australia as the case may be or our policies or procedures.

- 3.4 We may also cancel any order or generally restrict your ability to trade Financial Products through your Trading Account for legitimate business, prudential or regulatory reasons. When it is reasonable to do so, we do not need to provide any reason for taking such action. We may notify you, as appropriate, of any such refusal or cancellation.
- 3.5 You acknowledge that you are fully responsible for any liability for contracts arising from your instructions. You will indemnify us against all loss, expense or any other liability in relation to such contracts or agreements, except to the extent resulting from or caused by our negligence, fraud or dishonesty.
- 3.6 You acknowledge that:
- you authorise us to record any telephone communications with you (or your Authorised Person) with or without an audible tone warning device;
 - telephone communications with you (or your Authorised Person) may be recorded for training and quality control purposes;
 - you should record the relevant details of any conversation that you or your Authorised Person has with us, including the name of the operator and the date and time of the call. We may ask you for this information if you want access to a recording of a telephone communication between you (or your Authorised Person) and us; and
 - if there is a dispute, you have a right to listen to recording of the conversations, but you acknowledge that any recording is our property and that we reserve the right to charge you a cost recovery fee for access to a recording.

4. Failure to settle

- 4.1 If you do not:
- comply with the obligations (including for the avoidance of doubt, if you breach any warranty) set out in clause 2, clause 3 or the Rules relating to a Financial Product Transaction; and/or
 - make full payment or good delivery for your Transactions by the settlement date; then
- you authorise us, our officers and agents (as your attorney) to (in addition to any other rights we have

under the Broker Agreement – whether a demand for payment or delivery has been made or not):

- sell or buy back on your behalf any Financial Products that are the subject of the applicable Confirmation, outstanding in your Trading Account or in our control or possession at your risk and expense, including brokerage, stamp duty and other costs; and
 - apply the proceeds to reduce your liability to us.
- 4.2 Where we take any action under clause 4.1, you will be liable to pay any additional costs incurred by us and which may include:
- brokerage, applicable Fees and Charges, taxes, fees levied by the Market Operator, stamp duties and GST;
 - borrowing costs or losses incurred as a result of borrowing Financial Products;
 - other reasonable expenses we incur in relation to actions under this clause or the Rules; and
 - interest on the outstanding amount from the due date until the date we receive payment, at the Base Rate, calculated daily from the due date to the date of payment; and

we will either set off funds against your Trading Account or demand payment from you, either verbally or in writing. Where we demand payment from you under this clause 4, you must pay us the amount demanded immediately in cleared funds.

5. What you pay for our Services

Unless otherwise agreed with us, you warrant that you can meet your ongoing commitments with us and that you:

- must pay the Fees and Charges in connection with Transactions as we or JBWere direct; and
- agree to reimburse us for any other taxes, duties, fees and charges that we incur in relation to the Services.

6. Dealing as Principal and allocation policy

- 6.1 You acknowledge and agree that:
- we (or our related parties, including JBWere) may deal on behalf of our related entities and as Principal;
 - your orders may be matched with a Principal order on the Market trading platform and that, accordingly, we may be party to a Transaction with you;

- c. in a Principal Transaction, we may charge you any brokerage, commission or other Fees and Charges that have been agreed and would otherwise be applicable to the Transaction (if it were not a Principal Transaction) to the extent permitted by the Rules and law; and
 - d. your orders may be matched with opposite orders for security Transactions on the Market for our other clients.
- 6.2 You authorise us to aggregate any of your orders with any of our other client orders and any of our Principal orders. If we cannot complete both our client orders and our Principal orders for Financial Products, we will allocate Financial Products to client orders and Principal orders at our discretion, taking into account:
- a. our obligations under the Rules to allocate Financial Products fairly;
 - b. the size of each client's order in comparison to other client orders and our Principal orders;
 - c. the nature of the instructions or discretion given to us by (or on behalf of) a client;
 - d. the time each order was received (whether client or Principal);
 - e. the nature of the Market for the Financial Products to be allocated (particularly volume and price volatility); and
 - f. other relevant factors as appropriate.

7. Straight Through Processing (STP)

- 7.1 We will provide your Authorised Person with access to STP. Any orders placed by your Authorised Person may pass through filters set by us. We may amend our filters from time to time without notification to you, for legitimate business, prudential or regulatory reasons. We are not required to inform you what the filters are.
- 7.2 Subject to the filters we set, your Authorised Person's order may be referred to a Designated Trading Representative (DTR) for review. Under the Rules, the DTR must ensure the conduct of an orderly Market and can decide not to place your order. We are not liable for any delay in the review, placement or denial of your order.
- 7.3 You acknowledge that you, as an investor, and we, as a Market Participant, must ensure the conduct of an orderly Market and prevent manipulative trading, including but not limited to insider trading, false or misleading trading, market rigging, manipulation and suspect transactions. As such, when your Authorised Person uses STP, any order placed may

be checked by both the filters and a DTR.

- 7.4 You acknowledge that we are required to prevent a bid, offer or dealing if we reasonably suspect that an order has been placed with the intention of, but not limited to:
- a. creating a false or misleading appearance of active trading in any traded security; or
 - b. market rigging, manipulation or if we believe that it involves a suspect matter (as defined in the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)).
- 7.5 You acknowledge and agree that we can decline to act on your behalf, accept your instructions or those of your Authorised Person, or process any orders placed through STP, if we believe the instructions or orders (as the case may be) breach (or may breach) any law, statutory regulation or other regulatory requirements, including the Rules or regulations of the relevant exchange as prescribed by ASIC, the ASX and or Chi-X Australia as the case may be.

8. Confirmations

- 8.1 You authorise us to:
- a. give you a single Confirmation for a series of Transactions rather than individual Confirmations for each Transaction in the series; and
 - b. accumulate Transactions in a particular security across multiple exchanges on a single Confirmation and specify the volume weighted average price for those Transactions (Authorisation).
- 8.2 You acknowledge and agree that this Broker Agreement is evidence that you have provided this Authorisation. You provide this Authorisation by placing orders with us (including by your Authorised Person).
- 8.3 You acknowledge that Confirmations are issued subject to:
- a. directions and decisions made under the Rules and their requirements;
 - b. customs and usages of the Market; and
 - c. correction of errors and omissions.
- 8.4 We may, at our discretion:
- a. send Confirmations for Transactions on your behalf by (unless proven otherwise) by email, or facsimile transmission or electronic data interchange (including internet) to your last notified email address or facsimile number (if supplied). You acknowledge that the conditions set out in the Rules apply to these Confirmations. Electronic

communications are deemed to be received on the day of sending; or

- b. issue a paper-based Confirmation by post to your last notified address — with an assumed receipt date of the Business Day after posting, instead of electronic confirmations or online access.

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

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

8.6 If you do not wish to access your Confirmation online, or you do not want to receive an electronic Confirmation at your email address, you must notify us in accordance with this Broker Agreement.

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

9. Amendment of the Broker Agreement

9.1 This clause 9 does not apply to the amendment of the Broker's CHESSE Sponsorship Agreement in Division 2 of this Broker Agreement.

9.2 Subject to clause 9.1:

- a. we can amend the Broker Agreement for legitimate business, prudential or regulatory reasons, by 10 Business Days' prior notice to you (sent by us or on our behalf). Your continued use of Services under this Broker Agreement is an acceptance of the variation, and each amendment or variation is to be read as a separately expressed right; and
- b. despite clause 9.2(a), we may unilaterally amend the Broker Agreement where such amendment is either:
 - i. required to comply with the Rules or any Applicable Law;
 - ii. required in our reasonable view to restore or maintain the security of your Trading Account or the services provided under this Broker Agreement; or

iii. a minor change;

and we are not required to notify this amendment to you prior to it being made.

10. Best Execution

10.1 As a Market Participant under the ASIC Market Integrity Rules, we are required to have a Best Execution Policy.

Division 2 – The broker’s CHESS sponsorship agreement

1. General

This Division 2 of the Broker Agreement:

- a. sets out the terms of the sponsorship arrangement between you and the Broker, on which the Broker can operate your holdings in CHESS on your behalf; and
- b. applies where the Broker opens a CHESS account in your name and you are allocated a HIN.

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

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

- 1.2 Participant Sponsorship Agreement summary:

This summary of the Participant Sponsorship Agreement is intended only as a guide and is to be read in conjunction with this Division 2 of the Broker Agreement:

- a. all Financial Products purchased or Transferred under these terms and conditions are held as Participant Sponsored on a HIN with us;
- b. HIN is a Holder Identification Number and reflects all holdings of a client’s Financial Products held through us;
- c. you agree to allow us to perform Transfer and settlement services for stock traded through us;
- d. you agree to pay for Financial Products purchased and realise that non-payment may result in the Financial Products being sold at your expense;
- e. you agree to pay all brokerage fees and associated transactional costs with the administration and trading of your Financial Products as disclosed in the WealthHub Financial Services Guide and JBWere Financial Services Guide;
- f. we will not initiate any Transfer or Conversion into or out of your holding without your express authority;
- g. you agree to supply all necessary documentation and/or information as required by us relating to your holdings;
- h. you allow us to take any necessary actions that comply with the Rules and the Corporations Act in relation to your Financial Products; and
- i. if we breach any term in this Division 2 of the Broker Agreement, you may be entitled to take action to rectify the situation.

- 1.3 Mandatory notifications:

- a. No compensation arrangements apply to you. Our ability to satisfy any claim will depend on our financial circumstances.
- b. You may be entitled to make a claim for compensation under the relevant compensation arrangements if a breach by us falls within the circumstances specified in the compensation arrangements applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations.
- c. If we breach any of the provisions in this Division 2 of the Broker Agreement, you may refer that breach to any regulatory authority, including ASX Settlement.

- d. If you decide to make a complaint about the operation of the provisions of this Division 2 of the Broker Agreement, you may do so to any appropriate regulatory authority or to ASX Settlement.
- e. If we are suspended from participation in CHES, subject to the assertion of an interest in Financial Products controlled by us, by our liquidator, receiver, administrator or trustee:
 - i. you have the right, within 20 Business Days, to give notice to ASX Settlement requesting that Sponsored Holdings be removed from either:
 - the CHES subregister; or
 - our control, and Transferred to the control of another member of ASX Settlement with which you have a valid Sponsorship Agreement under ASX Settlement Operating Rule 12.19.10; or
 - ii. if you do not give notice, ASX Settlement may change the Controlling Participant under ASX Settlement Operating Rule 12.19.11, and you will enter into a new CHES Sponsorship Agreement with that Controlling Participant on the same terms as this Part B. Where you are deemed to have entered into a CHES Sponsorship Agreement, the new Controlling Participant must enter into a sponsorship agreement with you within 10 Business Days of the change.

2. Background

- 2.1 ASX Settlement operates CHES.
- 2.2 In CHES, you can hold Financial Products in uncertificated form, in holdings sponsored by us.
- 2.3 You appoint us as Controlling Participant, which will allow you to participate (or to continue to participate) as a sponsored holder in CHES.

3. Appointment and termination of previous appointments

- 3.1 You appoint us to provide Transfer and settlement services as your agent in relation to Sponsored Holdings, and we agree to the appointment.
- 3.2 From the commencement of Division 2 of the Broker Agreement:
 - a. any prior sponsorship agreement or arrangement between us in relation to Sponsored Holdings is terminated (without prejudice to any rights or obligations that accrued before termination); and

- b. any holdings sponsored under prior agreements or arrangements are now sponsored under Division 2 of the Broker Agreement.

4. Creating and adding to Sponsored Holdings

- 4.1 By delivering the necessary certificates, Transfer forms and other documents to us for the Financial Products to be held in Sponsored Holdings, you authorise us to make the necessary Transfers and Conversions to register them as Sponsored Holdings.
- 4.2 Where the Rules require that a Sponsored Holding be converted to another mode of holding, you authorise us to initiate a Conversion of that holding.
- 4.3 You may from time to time instruct us to register Financial Products purchased for you into a Sponsored Holding.

5. Holding information

- 5.1 You must give us the information and supporting documents for your Sponsored Holding that we reasonably require to comply with registration requirements for Sponsored Holdings under the Rules.
- 5.2 If information you previously supplied changes, you must tell us of the change (and supply any necessary supporting documentation) as soon as possible. We must give ASX Clear (or the relevant issuer of Financial Products) notice of the change within the Scheduled Time.
- 5.3 You authorise us to obtain statements of holdings, balances and other information in relation to Sponsored Holdings for ASX Clear and respective issuers for you, or if we reasonably think it is necessary. If you request the statements or information, you are responsible for the reasonable costs of obtaining them.

6. Our authority to Transfer

- 6.1 If we receive written instructions from you that involve the disposal of Financial Products held in a Sponsored Holding, we have the authority to:
 - a. initiate and Transfer the Financial Products; or
 - b. take any other action necessary for the disposal, even if (because of netting arrangements) the Transfer or disposal is to a Person who is not a party to the Transaction.

- 6.2 We do not need to Transfer Financial Products into the Sponsored Holding until we receive payment for them.
- 6.3 Subject to the Rules, if you do not pay for Financial Products we purchase on your behalf, we may sell them, and use the proceeds to reduce your liability to us. Before we do this, we will demand payment from you. You are responsible for the risk and expenses of the sale, including brokerage and stamp duty.

7. Renounceable rights

- 7.1 Where renounceable rights arise in relation to a Sponsored Holding, they will be held, renounced and Transferred in accordance with this Division 2 of the Broker Agreement with any modifications that the circumstances require.

8. Clearing Holdings

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

9. Withdrawal from Sponsored Holdings

- 9.1 Subject to clauses 6.3 and 9.2 of this Division 2 of the Broker Agreement, if we receive Withdrawal Instructions, we must initiate the Transfer, Conversion or other necessary action within the Scheduled Time, provided that the required Financial Products are available in your Sponsored Holding.
- 9.2 If you give us Withdrawal Instructions, we may refuse to follow them if:
- we reasonably claim that you owe us money; and
 - the Withdrawal Instructions would reduce the current market value of the Sponsored Holdings to less than 120% of the claimed amount (minimum value).

We will only do this to the extent needed to retain the minimum value in Sponsored Holdings.

10. Client acknowledgements

- 10.1 You acknowledge that if you die or become bankrupt, a Holder Record Lock will be applied to all Sponsored Holdings in accordance with the ASX Settlement Operating Rules, unless your legally appointed representative or trustee removes the Sponsored Holdings from the ASX Settlement subregister.

- 10.2 You acknowledge that if you die, this Division 2 of the Broker Agreement will remain in operation for up to three calendar months after the removal of a Holder Record Lock (see clause 10.1 of this Division 2 of the Broker Agreement), unless the legally appointed representative authorised to administer your estate elects to remove Financial Products from the Sponsored Holding.

- 10.3 If a client comprises two or more natural persons, each Person jointly and severally acknowledges that if they die, we will Transfer all Sponsored Holdings into new CHESS Holdings under a new Holder Record in the name of the surviving persons. Division 2 of the Broker Agreement will remain valid for the new CHESS Holdings under the new Holder Record.

- 10.4 If a client comprises two or more natural persons, each Person jointly and severally acknowledges that in the event of Bankruptcy of one person, we will:

- establish a new Holder Record in the name of the bankrupt individual, Transfer the interest of the bankrupt individual into a new CHESS Holding under the new Holder Record, and request that ASX Settlement apply a Holder Record Lock to all holdings under that Holder Record (unless the legally appointed representative of the bankrupt individual removes the Holdings from the CHESS subregister); and
- establish a new Holder Record in the names of the remaining persons, and Transfer their interest (as a new client) into new CHESS Holdings under the new Holder Record.

- 10.5 You acknowledge that before you executed the JBWere Client Agreement, the effect of this Division 2 of the Broker Agreement was explained to you, and that you understood it. For more information, contact your JBWere Adviser.

- 10.6 You acknowledge that, by agreeing to this Division 2 of the Broker Agreement, you expressly instruct us not to provide you with an executed copy. You also acknowledge that you can request a copy of the agreement you accepted at any time in the future, and that you have the right to receive a copy at any time from three Business Days after execution.

- 10.7 You acknowledge that, if you are not otherwise informed, we will tell you the HIN for the Participant Sponsored Holdings. All Financial Products that are subject to this Division 2 of the Broker Agreement will be registered under this HIN.

- 10.8 You acknowledge that if we effect a Transfer under Section 9 of the ASX Settlement Operating Rules, and the Source Holding for the Transfer is a

Participant Sponsored Holding under this Division 2 of the Broker Agreement, then:

- a. you cannot make a claim against ASX Settlement (or the relevant issuer) that we did not effect the Transfer or were not authorised by you to effect the Transfer; and
- b. unless the Transfer is effected by a Market Participant of ASX or Clearing Participant of ASX Settlement, you cannot make a claim relating to the Transfer against the National Guarantee Fund (NGF) under Part 7.5, Division 4 of the Corporations Act.

11. Exchange Traded Options cover, pledging and Subpositions

- 11.1 If you arrange with ASX Clear to lodge Financial Products in a Sponsored Holding as cover for written positions in the Australian options Market, and tell us about the arrangement, you authorise us to take whatever action is reasonably required by ASX Clear (in accordance with the Rules) to give effect to that arrangement.
- 11.2 If you arrange with any Person to give a charge (or any other interest) in Financial Products in a Sponsored Holding, you authorise us to take whatever action is reasonably required by the Person (in accordance with the Rules) to give effect to that arrangement.
- 11.3 You acknowledge that where we initiate any action that creates a Subposition over Financial Products in a Sponsored Holding, in accordance with Division 2 of the Broker Agreement and your instructions, your right to Transfer, convert or otherwise deal with those Financial Products is restricted, in accordance with the terms of the ASX Settlement Operating Rules relating to Subpositions.
- 11.4 No clause in this Division 2 of the Broker Agreement overrides any interest of ASX Clear in the Financial Products.

12. Change of Controlling Participant

- 12.1 If you receive a Participant Change Notice from us at least 20 Business Days before the proposed date for the change of Participant, you do not have to agree to the change, and can choose to:
 - a. terminate Division 2 of the Broker Agreement by instructing us to withdraw under the ASX Settlement Operating Rules by Transferring your Participant Sponsored holding to either of:
 - i. another Controlling Participant; or

- ii. one or more Issuer Sponsored Holdings;
 - b. take no action to terminate. If you do not indicate that you do not agree to the change, subject to clause 12.2, Division 2 of the Broker Agreement will be novated to the new Controlling Participant on the date we notified (applicable date). This will be binding on all parties as though:
 - i. the new Controlling Participant is a party to Division 2 of the Broker Agreement in place of the existing Participant;
 - ii. any of our rights are Transferred to the new Controlling Participant; and
 - iii. you release us from any obligations arising on or after the applicable date.

- 12.2 The novation in clause 12.1(b) does not take effect until you receive a notice from the new Controlling Participant confirming that they will act as your Participant. As a result, the applicable date may be later than the date set out in the Participant Change Notice.
- 12.3 Your consent to the events in clause 12.1(b) is assumed if you take any action that is consistent with the novation of the Sponsorship Agreement to the new Controlling Participant on or after the applicable date (for example, if you give an instruction to the new Controlling Participant). In this case, your consent is assumed from the applicable date.
- 12.4 This Division 2 of the Broker Agreement continues to apply in relation to rights and obligations accrued before the applicable date. To the extent that any law, or provision of any agreement, makes the novation in clause 12.1 not binding or effective on the applicable date, Division 2 of the Broker Agreement will continue for our benefit until the novation becomes effective. In this case, we will hold the benefit of Division 2 of the Broker Agreement on trust for the new Controlling Participant.
- 12.5 Nothing in this clause 12 prevents us from completing CHESSTransactions where the obligation to complete those Transactions arises before the applicable date. This Division 2 of the Broker Agreement will continue to apply to those Transactions, regardless of the novation of the sponsorship agreement to the new Controlling Participant.

13. Termination

- 13.1 Regardless of any other clause of the JBWere Client Agreement and subject to the ASX Settlement Operating Rules, this Division 2 of the Broker Agreement will be terminated:

- a. on five Business Days' notice in writing from either party;
 - b. if we become insolvent;
 - c. if we are terminated or suspended as a Participant; or
 - d. if you give us Withdrawal Instructions under clause 9.
- 13.2 Unless otherwise stated in Division 2 of the Broker Agreement, termination under clause 13.1(a) will be effective once either party receives written notice from the other party.

14. Regime

- 14.1 The regulatory regime that applies to us under this Division 2 of the Broker Agreement is:
- a. the regulation of the clearing and settlement facility operated by ASX Settlement and ASX Clear under the Corporations Act;
 - b. the ASX Settlement Operating Rules and the ASX Clear Operating Rules; and
 - c. the regulation of financial services licences under the Corporations Act.

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

15. Variation

- 15.1 Except as provided in clause 16.2, this Division 2 of the Broker Agreement can only be varied by a written agreement signed by both you and us.

16. Rules

- 16.1 This Division 2 of the Broker Agreement is subject to the Rules, and you must not take any action that prevents or impedes us from complying with our obligations under the Rules.
- 16.2 If, as a result of an amendment to the Rules, a provision of Division 2 of the Broker Agreement becomes inconsistent with a provision of the Rules, we may vary this Division 2 of the Broker Agreement to the extent we consider necessary to remove the inconsistency. If we do this, we will give you at least seven Business Days' notice in writing.

Part C: Direct debit request service agreement

This Direct Debit Service Agreement contains terms as defined in this agreement and does not rely on definitions contained elsewhere in this JBWere Client Agreement. This Direct Debit Service Agreement is to be read in conjunction with any Direct Debit Request (or Direct Debit and Credit Request) that refers to it.

You have separate agreements with JBWere and with WealthHub Securities on the terms of Direct Debit and Credit Request and this Direct Debit Service Agreement. However, notices to WealthHub Securities may be provided to JBWere as set out in this Direct Debit Service Agreement, and JBWere receives them on behalf of WealthHub Securities.

1. Definitions and interpretation

The following words have the following meanings:

Term	Definition
Account	The account held at your financial institution from which we are authorised to arrange for funds to be debited under the Direct Debit Request.
Agreement	The agreement formed by our acceptance of the Direct Debit Request.
Banking Day	A day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
Debit Day	The day that payment by you to us is due.
Debit Payment	A particular transaction where a debit is made.
Direct Debit Request	The direct debit request made by you and referring to this document.
JBWere	JBWere Limited ABN 68 137 978 360.
Our, us or we	Any debit user you have authorised by signing a Direct Debit Request.
You	The customer who signed the Direct Debit Request.
Your financial institution	The financial institution where you hold the Account, you have authorised us to arrange to debit.
WealthHub Securities	WealthHub Securities Limited ABN 83 089 718 249, the entity that is procured by JBWere to provide trading and settlement services to you in respect of Financial Products traded on an Approved Exchange, excluding international securities.

2. Debiting your Account

- 2.1 By signing a Direct Debit Request, you have authorised us to arrange the funds to be debited from your Account. You should refer to the Direct Debit Request and this document for the terms of the arrangement between us and you.
- 2.2 We will only arrange for funds to be debited from your Account as authorised in the Direct Debit Request.
- 2.3 If the Debit Day falls on a day that is not a Banking Day, we may direct your financial institution to debit your Account on the following Banking Day. If you are unsure about which day your Account has or will be debited, you should ask your financial institution.

3. Changes by us

We may vary any details of this Agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days' written notice.

4. Changes by you

- 4.1 Subject to 4.2 and 4.3, you may change the arrangements under a Direct Debit Request by contacting us in writing addressed to JBWere Account Management (Direct Debit), GPO Box 4595, Melbourne VIC 3001 in accordance with 9.1.
- 4.2 You may stop or cancel a Debit Payment either by notifying us in writing at least fifteen (15) days before the next Debit Day, or by contacting your financial institution.
- 4.3 You may also cancel your authority for us to debit your Account at any time either by notifying us in writing at least fifteen (15) days before the next Debit Day, or by contacting your financial institution.

5. Your obligations

- 5.1 It is your responsibility to ensure that there are sufficient clear funds available in your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- 5.2 If there are insufficient clear funds in your Account to meet a Debit Payment:
 - a. you may be charged a fee and/or interest by your financial institution;
 - b. we may also charge you fees or charges to cover any costs incurred by us; and

c. you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in your Account by an agreed time so that we can process the Debit Payment.

5.3 You should check your Account statement to verify that the amounts debited from your Account are correct.

5.4 If we are liable to pay Goods and Services Tax ('GST') on a supply made in connection with this Agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

6. Dispute

6.1 If you believe that there has been an error in debiting your Account, you should notify us in writing addressed to JBWere Account Management (Direct Debit), GPO Box 4595, Melbourne VIC 3001 as soon as possible so that we can resolve your query. Alternatively, you can take this up directly with your financial institution.

6.2 If we conclude as a result of our investigations that your Account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your Account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your Account has been adjusted.

6.3 If we conclude as a result of our investigations that your Account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.

7. Accounts

7.1 You should check:

- a. with your financial institution whether direct debiting is available on your Account as direct debiting is not available on all financial institution accounts;
- b. the Account details which you have provided to us are correct by checking them against a recent account statement from your financial institution; and
- c. with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

8. Privacy

We will keep any information (including your Account details) in your Direct Debit Request confidential in accordance with the Privacy Act. We may be required to disclose such information to financial institutions and others as described in the JBWere or NAB Group Privacy Policies to process a Debit Payment or to investigate a query by you in relation to an error in debiting your Account. A copy of the JBWere Privacy Policy is available at jbwere.com. A copy of the NAB Group Privacy Policy is available at nab.com.au.

9. Notice

- 9.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to JBWere Account Management (Direct Debit), GPO Box 4595, Melbourne VIC 3001.
- 9.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.
- 9.3 Any notice will be deemed to have been received on the third Banking Day after posting.

Part D: NAB Group Privacy Notification

Privacy Notification

This notification covers National Australia Bank Ltd ABN 12 004 044 937 and its related companies (the 'Group'). It includes all the banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations in the Group. The notification tells you how we collect your information, what we use it for and who we share it with. It also points out some key features of our Privacy Policy www.nab.com.au/privacy.

How we collect information from you

We'll collect your personal information from you directly whenever we can. Sometimes we collect your personal information from third parties. You may not be aware that we have done so. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

How we collect your information from other sources

Sometimes we collect information about you from other sources. We do this only if it's necessary to do so. Instances of when we may need to include where:

- we can't get hold of you and we rely on publicly available information to update your contact details;
- we need information from an insurer about an insurance application you make through us;
- we are checking the security you are offering through public registers and our service providers; and
- at your request, we exchange information with your legal or financial advisers or other representatives.

When the law authorises or requires us to collect information

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and tax law, which require us to collect personal information. For example, we require personal information to verify your identity under Commonwealth Anti-Money Laundering law.

How we use your information

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

- giving you information about a product or service;
- considering whether you are eligible for a product or service;
- processing your application and providing you with a product or service;
- administering the product or service we provide you, which includes answering your requests and complaints, varying products and services and managing our relevant product portfolios;
- identifying you or verifying your authority to act on behalf of a customer;
- telling you about other products or services that may be of interest to you, or running competitions and other promotions (this can be via email, telephone, SMS, iM, mail, or any other electronic means including via social networking forums), unless you tell us not to;
- assisting in arrangements with other organisations (such as loyalty partners) in relation to a product or service we make available to you;
- allowing us to run our business and perform administrative and operational tasks, such as:
 - o training staff;
 - o developing and marketing products and services;
 - o risk management;
 - o systems development and testing, including our websites and other online channels;
 - o undertaking planning, research and statistical analysis;
- determining whether a beneficiary will be paid a benefit;
- preventing or investigating any fraud or crime, or any suspected fraud or crime;
- as required by law, regulation or codes binding us; and
- for any purpose for which you have given your consent.

You can let us know at any time if you no longer wish to receive direct marketing offers from the Group. We will process your request as soon as practicable.

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

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

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

Sharing your information

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

Sharing with the Group

We may share your personal information with other Group members. This could depend on the product or service you have applied for and the Group member you are dealing with.

Sharing at your request

We may need to share your personal information with:

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

Sharing with third parties

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

- those involved in providing, managing or administering your product or service;
- authorised representatives of the Group who sell products or services on our behalf;
- superannuation and managed funds organisations, and their advisers;
- medical professionals, medical facilities or health authorities who verify any health information you may provide;
- valuers, insurers (including lenders' mortgage insurers and title insurers), re-insurers, claim assessors and investigators;

- brokers or referrers who refer your application or business to us;
- loyalty program partners;
- other financial institutions, such as banks;
- organisations involved in debt collecting, including purchasers of debt;
- fraud reporting agencies (including organisations that assist with fraud investigations and organisations established to identify, investigate and/or prevent any fraud, suspected fraud, crime, suspected crime, or misconduct of a serious nature);
- organisations involved in surveying or registering a security property or which otherwise have an interest in such property;
- real estate agents;
- government or regulatory bodies (including ASIC and the Australian Tax Office) as required or authorised by law (in some instances these bodies may share it with relevant foreign authorities);
- our accountants, auditors or lawyers and other external advisers;
- rating agencies to the extent necessary to allow the rating agency to rate particular investments;
- any party involved in securitising your facility, including re-insurers and underwriters, loan servicers, trust managers, trustees and security trustees;
- guarantors and prospective guarantors of your facility;
- organisations that maintain, review and develop our business systems, procedures and technology infrastructure, including testing or upgrading our computer systems;
- organisations that participate with us in payments systems including merchants, payment organisations and organisations that produce cards, cheque books or statements for us;
- our joint venture partners that conduct business with us;
- organisations involved in a corporate re-organisation or transfer of Group assets or business;
- organisations that assist with our product planning, research and development;
- mailing houses and telemarketing agencies who assist us to communicate with you;
- other organisations involved in our normal business practices, including our agents and contractors; and
- where you've given your consent.

Sharing outside of Australia

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

We may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

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

Accessing your Information

You can ask us to access information that we hold about you. You can find out how to access your information by reading our Privacy Policy, available at www.nab.com.au/privacy or by calling 13 22 65 and asking us for a copy.

Correcting your Information

You can ask us to correct information we hold about you. You can find out how to correct your information by reading our Privacy Policy, available at www.nab.com.au/privacy or by calling 13 22 65 and asking us for a copy.

Complaints

If you have a complaint about a privacy issue, please tell us about it. You can find out how to make a complaint and how we will deal these complaints, by reading our Privacy Policy, available at www.nab.com.au/privacy or by calling 13 22 65 and asking us for a copy.

Contact us

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

You can contact us by:

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

Part E: Definitions and Interpretation

1. Definitions

In the JBWere Agreement, these words have the following meanings unless the contrary intention appears.

Term	Definition
Account	An account with JBWere opened for the provision of a Service to you, and if there is more than one such account in your name, the word 'Account' refers to all of those accounts jointly and severally. Without limitation, an Account includes: <ol style="list-style-type: none"> an account with JBWere; a Trading Account; and a Margin Loan Account.
Additional Service	A product or service that you agree (either expressly or by conduct) to accept from JBWere or a Service Provider in addition to any of the Services specified in paragraphs (a) to (d) of the definition of "Service".
Additional Service Agreement	The terms and conditions on which an Additional Service is provided to you, as modified by us or the Service Provider that provides the Additional Service (as applicable) from time to time.
Affiliate	In relation to any person: <ol style="list-style-type: none"> any entity controlled directly or indirectly by that person; any entity that controls directly or indirectly, that person; or any entity directly or indirectly under common control with that person and any entity that controls, directly or indirectly, that person.
Amount Owing	The Fees and Charges and other expenses (including statutory charges, taxes, duties and imposts), and any other monies owing by you, for any of the Services.
Applicable Law	Any requirements that apply to us or you under, or which must be complied with in connection with the offering, operation or administration of any JBWere Service, for the time being imposed under: <ol style="list-style-type: none"> the <i>Corporations Act</i>, <i>Australian Securities and Investments Commission Act 2001</i> (Cth), <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth), applicable regulations, IDPS Policy and the Rules, and the rules, regulations, policies, Procedures, guides, guidance and similar requirements of any Approved Stock Exchange, clearing house, self-regulating organisation, or ASIC (including the requirements of any relevant instrument of relief or policy issued by ASIC); and common law, principles of equity, and any other laws made by a Government Agency (and laws made by a Government Agency and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).
Approved Market Operator	A Market Operator approved by ASX Settlement as an Approved Market Operator and specified in the Rules.
Approved Stock Exchange	ASX or Chi-X Australia or such other exchanges as advised by the Broker from time to time.
Arranging Services	Arranging to execute a Transaction involving Financial Products.
ASIC	Australian Securities & Investments Commission.
ASIC Market Integrity Rules	Means any or all of: <ul style="list-style-type: none"> ASIC Market Integrity Rules (ASX Market) 2010; ASIC Market Integrity Rules (Chi-X Australia Market) 2011; and ASIC Market Integrity Rules (Competition in Exchange Markets) 2011.
ASX	Australian Securities Exchange operated by Australian Securities Exchange Limited ACN 008 624 691.
ASX Clear	ASX Clear Pty Limited ACN 001 314 503.
ASX Clear Operating Rules	The operating Rules made by ASX Clear as in force from time to time.
ASX Group Rules	As applicable, the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules and the ASX Settlement Operating Rules.
ASX Operating Rules	The Rules regulating the Market for products operated by the ASX as in force from time to time.
ASX Settlement	ASX Settlement Pty Limited ACN 008 504 532.

Term	Definition
ASX Settlement Operating Rules	Operating Rules made by ASX Settlement as in force from time to time.
Authorised Person	Means: <ul style="list-style-type: none"> a. in the JBWere Agreement, a Person appointed and authorised by you to represent you in accordance with clause 13 of Division 1 of the JBWere Agreement; and b. in the Broker Agreement, the JBWere Adviser appointed and authorised by you or your Financial Service Provider, and accepted by the Broker, to act on your behalf in connection with the Broking Services.
Bankruptcy	As defined in the ASX Settlement Operating Rules.
Base Rate	The current cash rate set by the Reserve Bank of Australia, as amended periodically.
Best Execution Policy	The Broker's best execution policy as provided to you from time to time.
Broker	WealthHub Securities Limited ABN 83 089 718 249 AFSL 230704 or such other broker that may be appointed from time to time.
Broker Agreement	The agreement between you and the Broker on the terms and conditions set out in Part B of this JBWere Client Agreement, as amended in accordance with clause 9 of Division 1 of Part B from time to time.
Broking Services	Trading and settlement services, in respect of Financial Products traded on an Approved Exchange, provided by the Broker to a person whose application for a Trading Account is accepted by the Broker.
Business Day	A day other than: <ul style="list-style-type: none"> • Saturday, Sunday, or a public holiday in Victoria; and • any other day that ASX and/or Chi-X Australia, as the case may be, declares and publishes is not a Business Day, or a gazetted public holiday.
Cash Account	Your account in the JBWere Cash Trust or another cash account that JBWere has specifically agreed to accept.
CHESS	Clearing House Electronic Subregister System.
CHESS Holding	An uncertificated holding of Financial Products on CHESS for that class of Financial Products maintained by ASX Settlement.
CHESS Sponsor	In relation to a Transaction, means the Person connected with the CHESS system that registered the Transaction in CHESS.
CHESS Sponsorship Agreement	CHESS sponsorship terms and conditions set out in Division 2 of the Broker Agreement.
Chi-X Australia	Chi-X Australia Pty Ltd ACN 129 584 667
Chi-X Australia Operating Rules	The Rules regulating the Market for products operated by Chi-X Australia.
Clearing Holding	A clearing holding as defined in the ASX Settlement Operating Rules.
Clearing Participant	As defined in the ASX Operating Rules.
Client Portal	Any or all of: <ul style="list-style-type: none"> • the website, located at jbwere.com; • any other related website operated by or for JBWere; • any other website JBWere provides you with, or tells you about; and • where relevant, any other application JBWere provides you with or tells you about; in relation to the Services.
Confirmation	The confirmation note the Broker sends you on execution or partial execution of a Transaction.
Connected Person	A person described in Part 5.4.1 of the ASIC Market Integrity Rules.
Controlling Participant	Prescribed by the ASX Settlement Operating Rules as in force from time to time.
Conversion	A movement of Financial Products from a holding to another on one subregister for that class of Financial Products maintained by ASX Settlement.

Term	Definition
Corporate Action	A report, form of proxy, notice of meeting, or other material, letter, notice, announcement, or other corporate action, relating to an asset, including a Financial Product.
Corporations Act	The <i>Corporations Act 2001</i> (Cth).
Direct Debit/Credit Authorisation	Your authorisation to JBWere and the Broker to arrange for funds to be debited from or credited to your Cash Account.
Exchange Traded Options	An option traded on the ASX.
Fees and Charges	A fee and/or charge as set out: <ul style="list-style-type: none"> • in the JBWere Financial Services Guide; • in the WealthHub Financial Services Guide; • in the Rules including fail fees prescribed by the Rules; • on the Client Portal for any Service; or • in a document issued by us setting fees or charges for an Additional Service; as amended in accordance with those documents from time to time.
Financial Needs	Your investment objectives, financial situation and particular needs.
Financial Product	Has the meaning given in the Corporations Act.
Financial Service Provider	Means the financial planner, portfolio manager or other licensed financial manager who has referred you to JBWere.
Government Agency	Any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.
GST	Has the meaning given in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Guarantor	Has the meaning in relation to Warrants given in the ASX Operating Rules.
HIN	Holder Identification Number.
Holder Record	The name and address details of the client, the HIN and the Holder Type (as defined by the Rules) as recorded by ASX Settlement in CHESS for the purpose of operating one or more CHESS Holdings.
Holder Record Lock	A facility that prevents Financial Products from being deducted from a Sponsored Holding in relation to a Transfer or Conversion.
Information	Information and data periodically provided by JBWere, the Broker and other Service Providers, including but not limited to data derived from the manipulation of any part of the information. This may include Account information, market information, news, updates, analyses, notifications, data and research materials relating to financial services and products.
Issuer	In relation to a Financial Product, means the issuer of the relevant Financial Product.
Issuer Sponsored Holding	A holding of shares maintained by the registry of the issuer of those shares.
JBWere	JBWere Limited ABN 68 137 978 360, AFSL No. 341162, its officers, employees, agents and representatives.
JBWere Adviser	A representative of JBWere authorised to provide financial product advice and whom you or your Financial Service Provider appoint to be your Authorised Person.
JBWere Agreement	The agreement between you and JBWere on the terms and conditions set out in Part A and Part E of this JBWere Client Agreement, as amended in accordance with clause 21 of Division 1 of the JBWere Agreement from time to time.
JBWere Cash Trust	The JBWere Cash Trust (ARSN 160 854 277), of which the responsible entity is MLC Investments Limited (ACN 002 641 661).
JBWere Client Agreement	This document titled the JBWere Client Agreement.
JBWere Financial Services Guide	The financial services guide issued by JBWere in relation to the financial services provided by it in connection with JBWere, as modified from time to time.
Market	As defined in the ASIC Market Integrity Rules.
Market Operator	As defined in the ASIC Market Integrity Rules.

Term	Definition
Market Participant	As defined in the ASIC Market Integrity Rules
National Australia Bank and NAB	National Australia Bank Limited ABN 12 004 044 937, AFSL No. 230686, including its directors, officers, employees, agents and representatives.
Partly Paid Security	Securities for which only part of the capital amount and any premium due has been paid. The outstanding amounts are payable at a time chosen by the company issuing the securities.
Participant	A participant of the ASX and or Chi-X Australia.
Participant Sponsorship Agreement	As defined in the ASX Settlement Operating Rules.
Person	An individual, joint account holder, a company, a trustee or a body corporate.
Portfolio	Means: <ul style="list-style-type: none"> a. the Financial Products that you invest in through JBWere including any funds or units held in a Cash Account; and b. Financial Products that you acquire through the Broking Services.
Principal	As defined in the ASIC Market Integrity Rules.
Required Information	Means any information required by JBWere, the Broker, or any Service Provider, to set up and maintain your Account, to provide you with the Services, or to perform any other obligation under this JBWere Agreement or the Broker Agreement.
RITC	A reduced input tax credit.
Rules	Any or all of: <ul style="list-style-type: none"> • the ASX Group Rules; • the ASX Operating Rules; • the Chi-X Australia Operating Rules; • the ASX Settlement Operating Rules; • the ASX Clear Operating Rules; and • the ASIC Market Integrity Rules.
Scheduled Time	The time within (or by) which a requirement must be complied with, under the ASX Settlement Operating Rules, as specified in Appendix I to the ASX Settlement Operating Rules.
Service	A service offered by JBWere or a Service Provider, through JBWere, including any of the following: <ul style="list-style-type: none"> a. Financial Product advice; b. an Advising Service; c. a Broking Service provided by the Broker; and d. an Additional Service.
Service Provider	A related or non-related service provider nominated by JBWere to provide a Service (where applicable). This can include the Broker, any other related entities of JBWere or any other third- party Service Provider. A Service Provider may have its own set of terms and conditions relating to the Service it provides. Where possible JBWere will direct you to the terms and conditions that apply, and you may be bound by those terms and conditions in addition to the JBWere Agreement.
Source Holding	Means the holdings from which Financial Products will be deducted, in giving effect to a Transfer, Conversion, Corporate Action or other transaction.
Sponsored Holding	Your CHESS Holding, identified by a HIN.
Subposition	A facility in CHESS by which: <ul style="list-style-type: none"> • activity in relation to Financial Products in a CHESS Holding may be restricted; and • access to those Financial Products for limited purposes may be given to a CHESS Participant other than the Broker.

Term	Definition
Trading Account	An account established in your name by the Broker for the purpose of providing Broking Services.
Transaction	Means: <ul style="list-style-type: none"> a. in Division 1 of the JBWere Agreement, a Financial Product transaction conducted through the Arranging Service; b. in the Broker Agreement (other than Division 2 of the Broker Agreement), a Financial Product transaction conducted by the Broker in performing the Broking Services; and c. in Division 2 of the Broker Agreement, a CHESS Sponsored Holdings transaction conducted by the Broker.
Transfer	A transfer of Financial Products from: <ul style="list-style-type: none"> • a CHESS Holding to any other holding; and • any holding to a CHESS Holding.
us, we, our	In: <ul style="list-style-type: none"> • the JBWere Agreement, means JBWere; • the Broker Agreement, means WealthHub Securities; and • Clause 23 of Division 1 of Part A, means JBWere and the Broker.
Warrant	As defined in the ASX Operating Rules.
Warrant-Holder	As defined in the ASX Operating Rules.
WealthHub Financial Services Guide	The financial services guide issued by WealthHub Securities in relation to the Broking Services, as modified from time to time.
you or your	The Person(s) to whom JBWere provides the Services and, where relevant, includes any Authorised Person. For a company or body corporate, the meaning of 'you' and 'your' extends to include the directors and officers of the company.

2. References to certain general terms

- 2.1 Unless the contrary intention appears, a reference in the JBWere Agreement or the Broker Agreement to:
- a. **(instructions, directions and requests)** an instruction, direction or request from you includes an instruction, direction or request from your JBWere Adviser on your behalf;
 - b. **(variations or replacement)** a document (including the relevant agreement) includes any variation or replacement of it;
 - c. **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to the relevant agreement;
 - d. **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - e. **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
 - f. **(singular includes plural)** the singular includes the plural and vice versa;
 - g. **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
 - h. **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
 - i. **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia; and
 - j. **(meaning not limited)** the words “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 9.4 Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the JBWere Agreement or the Broker Agreement.

Corporate directory

You can contact JBWere using the details below.

Melbourne

Level 16, 101 Collins Street
Melbourne Vic 3000

Telephone: +61 3 9906 5000

Fax: 1300 798 149

Sydney

Level 42, Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000

Telephone: +61 2 9325 2600

Fax: 1300 307 307

Adelaide

Level 6, 22 King William Street
Adelaide SA 5000

Telephone: +61 8 8407 1111

Fax: +61 8 8407 1112

Brisbane

34th Floor, Riverside Centre
123 Eagle Street
Brisbane Qld 4000

Telephone: +61 7 3258 1111

Fax: +61 7 3258 1112

Canberra

Level 3, 60 Marcus Clarke Street
Canberra ACT 2600

Telephone: +61 2 6218 2000

Fax: +61 2 6218 2001

Perth

Level 11, 100 St Georges Terrace
Perth WA 6000

Telephone: +61 8 9212 7900

Fax: +61 8 9212 7999