

JBWere Multi-Asset Platform

Core Terms and Conditions

1 November 2018

JBWere

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Important information:

The JBWere Multi-Asset Platform is provided by JBWere Limited ABN 68 137 978 360, AFSL 341162, a wholly owned subsidiary of the NAB Group. Investments made through the JBWere Multi-Asset Platform (including through the IDPS) (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 the JBWere Multi-Asset Platform. If we offer to arrange for the issue of a particular financial product, we will give you a product disclosure statement or other relevant disclosure document available at jbwere.com/MAP 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 JBWere Multi-Asset Platform Guide are available at jbwere.com/MAP or by phoning 1800 81 22 67.

About the JBWere Multi-Asset Platform

Core Terms and Conditions

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 through the JBWere Multi-Asset Platform as follows:

- **Part A: The JBWere Multi-Asset Platform Agreement** – setting out the terms and conditions on which JBWere Limited ABN 68 137 978 360, AFSL 341162 (**JBWere**) provides the JBWere Multi-Asset Platform and the Services. The JBWere Multi-Asset Platform Agreement is divided into five Divisions. You will be bound by the terms and conditions in Division 1 and Division 3 if you have an Account in the JBWere Multi-Asset Platform. You will also be bound by another Division if we open an Account for you relating to the Service that is governed by that Division, as set out in the table below.

Division 1 – General terms and conditions applicable to all JBWere Multi-Asset Platform Services	The terms and conditions in Division 1 apply to any person who has an Account in the JBWere Multi-Asset Platform.
Division 2 – IDPS terms and conditions	The terms and conditions in Division 2 apply to any person who has an IDPS Account.
Division 3 – Advisory and arranging services terms and conditions	The terms and conditions in Division 3 apply to any person who has an Account in the JBWere Multi-Asset Platform.
Division 4 – International trading terms and conditions	The terms and conditions in Division 4 apply to any person who has an international trading Account and apply (other than clause 6) to any person who has an IDPS account.
Division 5 – Custody terms and conditions	The terms and conditions in Division 5 apply to any person who has a Custody Account.

- **Part B: The Broker Agreement** sets out the terms and conditions on which the Broker provides the Broking Services through the JBWere Multi-Asset Platform.
- **Part C: Direct Debit Request Service Agreement** sets out the terms and conditions on which the Direct Debit Request Service is provided.
- **Part D: Definitions and Interpretation** defines the terms used in the JBWere Multi-Asset Platform Agreement and the Broker Agreement.

Things you should know

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 81 22 67 or +61 3 9906 5075
By mail	JBWere Limited Reply Paid 4595 MELBOURNE VIC 8060
Online	jbwere.com/MAP

Part A: The JBWere Multi-Asset Platform agreement

The JBWere Multi-Asset Platform Agreement is comprised of:

- **Division 1** – General terms and conditions applicable to all JBWere Multi-Asset Platform Services;
- **Division 2** – IDPS terms and conditions;
- **Division 3** – Advisory and arranging services terms and conditions;
- **Division 4** – International trading terms and conditions; and
- **Division 5** – Custody terms and conditions.

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

Division 1 – General provisions applicable to all JBWere Multi-Asset Platform Services

This Division 1 of the JBWere Multi-Asset Platform Agreement applies to any person who has a JBWere Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform Agreement;
 - iv. you have properly exercised your trust powers and have full power and authority, as trustee of the trust, to:
 - A. enter into this JBWere Multi-Asset Platform Agreement and all transactions under it;
 - B. perform your obligations under the JBWere Multi-Asset Platform Agreement; and
 - C. acquire the Services that you acquire through the JBWere Multi-Asset Platform,
 - v. to the extent permitted by law, our rights under the JBWere Multi-Asset Platform 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 Multi-Asset Platform including, but not limited to, the JBWere Multi-Asset Platform Guide, Investment Menu and Application Form, and the JBWere Multi-Asset Platform 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 give you any legal, tax, financial or accounting advice as operator of the JBWere Multi-Asset Platform (other than financial product advice contemplated in Division 3 of this JBWere Multi-Asset Platform Agreement);
- e. we are not responsible, in our capacity as operator of the JBWere Multi-Asset Platform, 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 RITCs 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 Multi-Asset Platform 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;
- l. where you have agreed to be bound by these JBWere Multi-Asset Platform Terms and Conditions, (including any Additional Service Agreement, which you agree to be bound by under these JBWere Multi-Asset Platform Terms and Conditions) by signing a document in the manner required for execution of a deed, then these JBWere Multi-Asset Platform Terms and Conditions (including any Additional Service Agreement) take effect as a deed; and
- m. 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 Multi-Asset Platform Agreement, the JBWere Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform Agreement, if you fail to pay an amount due and payable under this JBWere Multi-Asset Platform 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, the Custodian's or the International Stockbroker's 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 (or, in the case of International Securities, the International Stockbroker) in time for settlement, we (or, in the case of International Securities, the International Stockbroker) 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
 - 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 2.5, 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 while maintaining the Minimum Balance.
- 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 If, on processing a Transaction, the balance of your Cash Account may fall below the Minimum Balance, we may, in our sole discretion, not undertake the Transaction.
- 3.4 If your Cash Account is not held by us in your IDPS Portfolio or as part of your Custody Portfolio, 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).
- 3.5 Distributions and dividends from investments in your IDPS Portfolio will be paid into your Cash Account when we receive them, unless the relevant issuer provides a distribution or dividend reinvestment plan and you instruct us to reinvest your distributions or dividends, in which case we will arrange for your distributions or dividends to be reinvested.
- 3.6 You agree that we, the Custodian, or, in the case of International Securities, the International Stockbroker, 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.
- 3.7 Neither we, nor the Custodian, are obliged to make a credit to your Cash Account before receipt by us or the Custodian of a corresponding and final payment in cleared funds. If we, or the Custodian, make a credit before such receipt, we or the Custodian may at any time reverse all or part of the credit (including any interest thereon), or if we or the Custodian reasonably decide, require repayment of any amount.
- 4. Set off**
- 4.1 All monetary obligations imposed on you under this JBWere Multi-Asset Platform 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 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 Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform Agreement or an Additional Service Agreement 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 Multi-Asset Platform 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, or the Custodian (as applicable), 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 International Securities. 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 Multi-Asset Platform and your investments through it (and you authorise those entities to use and disclose it for the same purpose); and
 - 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 under the JBWere Multi-Asset Platform, 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, we 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 Multi-Asset Platform Agreement or an Additional Service Agreement, we will hold funds we receive on your behalf in trust for you and, in relation to any funds received on your behalf in the IDPS, in an account permitted by IDPS Policy. We may retain any interest paid on such funds.
- 11.2 Clause 11.1 applies subject to, and does not limit our rights under, the IDPS Contract in relation to money that we receive on your behalf through the IDPS.

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 (identified on the Application Form) 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:
- a. an Authorised Person may be restricted from providing instructions in relation to particular Services;
 - b. 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
 - c. 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 Multi-Asset Platform Agreement or an Additional Service Agreement:
- a. the breach will be attributed to you as principal;
 - b. we have the same rights and remedies as we would if you had personally committed the breach, and
 - c. 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:

- a. must ensure that any Authorised Person you appoint has the knowledge and experience required to provide instructions; and
- b. accept responsibility for your Authorised Person's instructions.

13.9 Subject to the IDPS Contract (if applicable), 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:

- a. 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;
- b. 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
- c. if there are any inconsistencies between this JBWere Multi-Asset Platform 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:

- a. charge, mortgage, lien, security interest or other encumbrance given under this JBWere

Multi-Asset Platform 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 Multi-Asset Platform 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 Australian Financial Complaints Authority (AFCA);
- 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 Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform 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 as set out in the Application Form or otherwise 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 Multi-Asset Platform Agreement or an Additional Service Agreement

21.1 Subject to this clause 21, we can amend or vary the JBWere Multi-Asset Platform 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 Multi-Asset Platform 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.

21.3 The IDPS Contract can be amended by us in accordance with clause 10 of the IDPS Terms and Conditions.

22. Giving notice

22.1 This clause 22:

- a. applies to all notices, instructions and other communications given under this JBWere Multi-Asset Platform Agreement or an Additional Service Agreement; and
- b. is subject to the terms of the IDPS Contract and the JBWere Multi-Asset Platform Guide in relation to notices, communications and instructions given for the purposes of the IDPS.

		Hand delivery	Post	Facsimile	Email	Over the internet
1.1	Unless this JBWere Multi-Asset Platform 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:	7	7	7	7	7
1.2	We may send communications, including notices and instructions, to you:	7	7	7	7	7
1.3	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:	7	7 (see clause 22.5)	7	7	7

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 CHES 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 *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 Multi-Asset Platform 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, IDPS Policy, 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 which 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. subject to the Custody Service Deed, 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 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 the JBWere Multi-Asset Platform, 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 Multi-Asset Platform 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. an indemnified party properly acting under the IDPS Contract, including by acting or not acting on your instructions;
 - c. a breach by you of any of your obligations under this JBWere Multi-Asset Platform Agreement, the Broker Agreement, or an Additional Service Agreement;
 - d. any incorrect or misleading representation or warranty given by you under this JBWere Multi-Asset Platform Agreement, the Broker Agreement, or an Additional Service Agreement or any Application Form;
 - e. unauthorised instructions or fraud, except:
 - i. in the case of unauthorised instructions under the IDPS Service, to the extent we are liable under the Custody Service Deed; or
 - ii. in all other cases, to the extent resulting from or caused by our negligence, fraud or dishonesty; and
 - f. fees, costs and expenses incurred by us properly acting under the JBWere Multi-Asset Platform 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 The indemnities given in this clause 23 are in addition to the indemnities that you give under the Custody Service Deed (if you have an IDPS Account) and Division 5 of the JBWere Multi-Asset Platform Agreement (if you are provided Custody Services).

- 23.8 Each indemnity in this JBWere Multi-Asset Platform Agreement is a continuing obligation, which is separate and independent from your other obligations, and survives termination of the JBWere Multi-Asset Platform Agreement. We do not need to incur expenses or make Transactions on your behalf before enforcing our right of indemnity under this JBWere Multi-Asset Platform Agreement.
- 23.9 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:
- any of your Accounts;
 - the Client Portal; or
 - any Service.
- 24.2 We will only exercise the right in clause 24.1 if:
- you fail to pay any amount you are liable for under the JBWere Multi-Asset Platform Guide, this JBWere Multi-Asset Platform Agreement or an Additional Service Agreement when it falls due;
 - you breach the JBWere Multi-Asset Platform 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;
 - 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, IDPS Policy, the Rules or any other Applicable Law;
 - 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);
 - any information given to us by you, or on your behalf, is incorrect or misleading; or
 - 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:
- any of your Accounts;
 - the Client Portal; or
 - 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:
- you fail to pay any amount you are liable for under the JBWere Multi-Asset Platform Guide, this JBWere Multi-Asset Platform Agreement, the Broker Agreement, or any Additional Service Agreement when it falls due;
 - you breach the JBWere Multi-Asset Platform 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 Multi-Asset Platform Agreement or an Additional Service Agreement;
 - 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;
 - 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
 - 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:
- is in writing and validly signed;
 - specifies the account number of the specific Account to be closed;
 - is given in accordance with clause 22 of this JBWere Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform Agreement**
- 26.1 The JBWere Multi-Asset Platform 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 Multi-Asset Platform Account to be closed;
 - c. is given in accordance with clause 22 of this JBWere Multi-Asset Platform Agreement; and
 - d. provides specific instructions for the disposal or redemption of each investment in your JBWere Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform Guide, the JBWere Multi-Asset Platform Agreement, the Broker Agreement, or an Additional Service Agreement when it falls due;
 - b. you breach any material term of the JBWere Multi-Asset Platform 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 Multi-Asset Platform 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, IDPS Policy, 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 Multi-Asset Platform 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 IDPS Account or a Custody Service**
- 27.1 On termination of your IDPS Account or your Custody Service Account as a result of a termination under clause 25 or 26 of this Division 1 of the JBWere Multi-Asset Platform Agreement:
- a. instructions and Transactions relating to your IDPS Account or Custody Account (as the case may be) 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 IDPS Account or your Custody Service Account, you instruct us to sell the investments in your IDPS Portfolio or Custody Portfolio (as the case may be), other than any part of your Custody Portfolio that is a Managed Accounts 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 IDPS Account or Custody Service Account, we cannot, for any reason deliver, transfer or pay an asset in your IDPS Portfolio or Custody Portfolio (as the case may be) 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 IDPS Portfolio or your Custody Portfolio out of our own funds.
- 27.4 Without limiting clause 14.1(c), we may deal with investments in a Managed Accounts Portfolio in accordance with the Additional Service Agreement for the JBWere Managed Accounts Service in the event that the Managed Accounts Service is terminated.
- 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;
 - b. where we think usage is unreasonable, we may suspend or refuse access to Services; and
 - c. 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 Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform Agreement or Additional Service Agreement.

33. Exercise of discretions

- 33.1 Any right conferred on us under the JBWere Multi-Asset Platform 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 Multi-Asset Platform 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 Multi-Asset Platform 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, any Affiliate or the International Stockbroker 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 Multi-Asset Platform Agreement or an Additional Service Agreement, but that we, our Affiliates and the

International Stockbroker may be prohibited from disclosing the information to you or using it for your benefit;

- b. we, the Custodian, the International Stockbroker 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, the International Stockbroker, the Custodian 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; and
- d. we or the International Stockbroker 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 or the International Stockbroker 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 Multi-Asset Platform Agreement or an Additional Service Agreement will be handled:
- a. by JBWere, in accordance with the JBWere Privacy Policy, which can be found at **jbwere.com/MAP**. You can also request a copy from the Privacy Officer, JBWere Ltd, Level 16, 101 Collins Street, Melbourne, Vic 3000; and
 - 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. Details of any additional privacy policies will be provided to you on request.

Division 2 – IDPS terms and conditions

This Division 2 of the JBWere Multi-Asset Platform Agreement applies to any person who has an IDPS Account. To the extent of any inconsistency, this Division 2 prevails over the provisions in Division 1 for persons who have an IDPS Account.

The IDPS Contract governing the IDPS Service is comprised of the terms and conditions in:

- a. your Application Form accepted by JBWere;
- b. the provisions of Division 1 of the JBWere Multi-Asset Platform Agreement;
- c. the Custody Service Deed (this is a separate document available on request); and
- d. these IDPS Terms and Conditions.

1. Our general obligations as IDPS operator

1.1 In providing the IDPS to you, we will:

- a. perform our obligations under the IDPS Contract honestly and with reasonable care and diligence;
- b. compensate you where we breach our obligation to perform agreed functions (and for this purpose the acts or omissions of any of agents that we have engaged are treated as if they were our acts or omissions);
- c. ensure that all the assets comprising your IDPS Portfolio are held on trust for you and, on your request, we will acknowledge to you the manner in which we hold those assets;
- d. ensure that all money received by us, or by our agents, from you, or in which you have an interest, is paid into an account with an Australian authorised deposit-taking institution designated as a trust account, or into another account of the kind permitted by IDPS Policy;
- e. give to you, on request (including any standing request in relation to a class of communications), a copy of any communication that is required by law to be given to a direct holder about any asset that forms part of your IDPS Portfolio, as soon as practicable after the communication is received or otherwise becomes available to be provided to you;

- f. be liable to you if you suffer loss due to a failure by us or any Custodian to comply with our duties under the IDPS Contract or to observe reasonable standards generally applied by providers of custody services similar to those provided under the IDPS Contract. We will not however be liable to you for any losses you incur on the Insolvency of any Custodian provided we have taken reasonable care in the appointment and monitoring of that Custodian;
- g. ensure that the assets comprising your IDPS Portfolio are not subject to any right, charge, security interest, mortgage, lien or other encumbrance, except to the extent that it is for expenses or outlays made in accordance with these IDPS Terms and Conditions (other than unpaid fees) or in accordance with your written instructions;
- h. provide and maintain records in relation to your IDPS Portfolio in accordance with IDPS Policy. Without limiting this clause 1.1(h), these records must:
 - i. document by whom, by what means and when each transaction was authorised; and
 - ii. be supported by documented verification procedures for the appropriately frequent (no less than each Business Day) reconciliation and checking of the balances of assets held by the Custodian;
- i. before arranging for assets comprising your IDPS Portfolio to be held by the Custodian or any other agent, provide you with written notice of the identity of, and contact information for, each agent, as soon as reasonably practicable, and in any event before the assets are held;
- j. at all times have full business continuity and disaster recovery procedures and back up facilities in place (including in respect of the records and information we maintain in relation to you and the assets comprising your IDPS Portfolio), that are reasonable in nature for the scale and complexity of our business and that will enable us to provide the services under this IDPS Contract in any contingency for which we should reasonably plan; and
- k. keep information of a confidential nature in confidence, unless you permit us to disclose it or we are required to disclose it to ASIC or by law.

2. Investments through the IDPS

- 2.1 We will not, and we will ensure that the Custodian does not:
- a. acquire any accessible investments through the IDPS for you unless we are reasonably satisfied that you have received or, if permitted, have access to, a current copy of the JBWere Multi-Asset Platform Guide and the current disclosure document for the relevant accessible investment that would have been required by law to be given to you had you acquired the accessible investment directly, that, in each case, is not defective;
 - b. acquire accessible securities if we are, or the Custodian is, aware that the disclosure document for the accessible securities is defective;
 - c. acquire accessible investments through the IDPS for you that are:
 - i. interests in a managed investment scheme that we are, or the Custodian is, not reasonably satisfied is a registered scheme; or
 - ii. interests in a scheme that would be a managed investment scheme but for paragraph (e) of the definition of “managed investment scheme” in section 9 of the Corporations Act,unless:
 - iii. we are reasonably satisfied that if you had invested directly in the scheme, the scheme would not have been required to be registered; and
 - iv. so far as we are, or the Custodian is, aware or has reason to suspect, if all interests in the scheme held by the Custodian, or by a custodian under an IDPS-like scheme or nominee and custody service, had been held in the scheme directly, the scheme would not have been required to be registered;
 - d. except for a rights issue, acquire accessible securities as part of the IDPS unless we are, or the Custodian is, reasonably satisfied that either:
 - i. the issuer of the disclosure document for the accessible securities has given its prior written agreement to the use of the disclosure document as disclosure to clients of the IDPS; or
 - ii. the disclosure document indicates that the issuer authorises the use of the disclosure document as disclosure to clients of the

IDPS, or a class of investor directed portfolio services that includes the IDPS.

- 2.2 Notwithstanding clause 2.1(a), we or the Custodian may:
- a. acquire an additional holding of an accessible investment for you under a distribution reinvestment plan if you have elected to do so and you have an existing holding of that accessible investment through the IDPS and we are (or the Custodian is) reasonably satisfied that you have received a JBWere Multi-Asset Platform Guide that complies with IDPS Policy at the time the additional holding is required; or
 - b. make a regular savings acquisition if we are, or the Custodian is, reasonably satisfied that you have been given a JBWere Multi-Asset Platform Guide that complies with IDPS Policy at the time of the regular savings acquisition, where:
 - i. you already have an existing holding of that accessible investment through the IDPS; and
 - ii. we have complied with any agreement with you in relation to the regular savings plan to give any missing documents.

3. Reports

- 3.1 We will:
- a. give you a Quarterly Report, subject to Applicable Law within one month after the end of each quarter; or
 - b. give electronic access to the information referred to in clause 3.3 on a substantially continuous basis if:
 - i. you have agreed to obtain this information electronically instead of receiving a Quarterly Report; and
 - ii. we have no reason to doubt that you can electronically access this information on a substantially continuous basis.
- 3.2 If we give you electronic access to information under clause 3.1(b), we will make the following information available to you electronically:
- a. all Transactions which you have conducted through the IDPS for a period of at least one year (or such shorter period as the your IDPS Account has been in existence) up to a time no more than 48 hours (excluding hours on a day that is not a Business Day) before the time of access;

- b. the quantity and value of assets held by you through the IDPS and corresponding liabilities at a time no more than 48 hours (excluding hours on a day that is not a Business Day) before the time of access;
- c. your revenue and expenses in relation to the IDPS and the assets held by you through the IDPS during a period of at least one year (or such shorter period as the your IDPS Account has been in existence) up to a time no more than 48 hours (excluding hours on a day that is not a Business Day) before the time of access; and
- d. the time at which the information is current.

This information will be readily accessible to you during the relevant quarter until the end of the financial year after the financial year in which that quarter falls.

3.3 We will give or cause to be given to you, within three months of the end of each financial year:

- a. an annual investor statement containing a reasonable summary of Transactions on your IDPS Account during the financial year and, if you have been given Quarterly Reports during that year, you may request a copy of any such Quarterly Report; and
- b. a copy of the annual audit report required by IDPS Policy to be prepared by a registered company auditor in relation to the accuracy of your reporting.

4. Personal advice

4.1 We do not, in our capacity as operator of the IDPS, make any express or implied recommendations concerning any asset available through the IDPS having regard to your personal objectives, financial situation or needs. Unless a law that cannot be excluded imposes greater liability, our total liability to you in connection with the IDPS is limited to the value of your investments through the IDPS at the time we are required to discharge that liability.

5. IDPS instructions

5.1 You must give us instructions through your JBWere Adviser or directly to us (in circumstances where you are permitted to do so under the JBWere Multi-Asset Platform Guide) in accordance with the JBWere Multi-Asset Platform Guide.

5.2 You may appoint any other Authorised Person to give us instructions on your behalf in circumstances where you are permitted under the JBWere Multi-Asset Platform Guide to provide instructions directly. Unlike the appointment of your JBWere Adviser referred to above, in those circumstances the other Authorised Person is not required to obtain your instructions prior to giving us instructions on your behalf. You will be bound by all instructions that we reasonably believe have been given by your Authorised Person even if you have not instructed or asked your Authorised Person to give us those instructions.

6. Standing instructions

6.1 You authorise and instruct us to:

- a. pay any cash that we receive from you immediately into your Cash Account;
- b. debit any amount from your Cash Account held in the IDPS 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) in relation to any asset;
- c. deduct an amount from your IDPS Portfolio equal to any amount incorrectly paid to you or any third party;
- d. act in accordance with any request or directions from any person who has a mortgage or other security interest over any part of your IDPS Portfolio without reference to you and even if you give different instructions; and
- e. take any other action in relation to your IDPS Account that may be necessary or desirable for operating your IDPS Account as contemplated by the JBWere Multi-Asset Platform Guide and this IDPS Contract and in accordance with the IDPS features and options you have selected.

6.2 You authorise and instruct us to sell investments selected by us from your IDPS Portfolio without asking you in the following situations:

- a. where you have, or would have, insufficient funds in your Cash Account after processing, or in order to process, any instruction or for payment of any Fees and Charges, costs, expenses and other money you owe us (including under an indemnity) or any person you have directed us to make payment to, to the extent necessary to fund all required payments (or the estimate of such payments) and maintain the Minimum Balance in your Cash Account;

- b. where you are in default of your obligations under this IDPS Contract, to the extent necessary to pay the amounts you owe us;
- c. where you enter any form of administration, or are insolvent (including if you are unable to pay your debts when due or do anything which suggests you cannot do so), to the extent necessary to pay all amounts you owe us;
- d. where an asset held in your IDPS Portfolio ceases to be a permitted IDPS asset; or
- e. where a security ceases to be listed on an exchange or its issuer states that it intends to de-list.
- 6.3 To the extent that any currency conversion required in order to settle any Transaction involves the acquisition of an interest in a foreign exchange contract, you authorise and instruct us to enter into a spot foreign exchange transaction with the Foreign Exchange Provider at the spot exchange rate that is offered to the Custodian by the Foreign Exchange Provider at the time the Custodian enters into the relevant foreign exchange transaction. For the purposes of this clause, "Foreign Exchange Provider" means:
- a. NAB, entering into a foreign exchange transaction as disclosed in the NAB Foreign Exchange Transactions Spot and Forward Product Disclosure Statement issued by NAB; or
- b. any replacement foreign exchange provider that we notify you will provide foreign exchange in connection with the JBWere Multi-Asset Platform.
- 6.4 If any funds are held for you in the Foreign Currency Account, and either:
- JBWere determines that you have ceased to be a "professional investor" (as defined in the Corporations Act); or
 - you have not provided us with a current certificate given by a qualified accountant concerning your net assets or gross income that indicates you are a "wholesale client" for the purposes of the Corporations Act,
- unless you instruct us beforehand to transfer those funds to another account held by you or your nominee, you authorise and instruct us to, in accordance with clause 6.3 and at your cost:
- a. convert those funds into Australian dollars and transfer the net proceeds of that conversion to your Cash Account; and
- b. convert any amounts of foreign currency that may be received in connection with your Account into Australian dollars and transfer the net proceeds of that conversion to your Cash Account.
- 6.5 Where we convert currency for you in accordance with clauses 6.3, we will provide you with a Trade Confirmation that will aggregate the fee charged by the Foreign Exchange Provider and the Foreign Exchange fee charged by us.
- 6.6 You agree not to vary the instructions set out in this clause 6.
- 7. Acknowledgments**
- 7.1 You acknowledge and agree that:
- a. if we make the continuous electronic reporting facility available to you:
- i. you consent to receive all reports we are required to give you electronically and consent to receiving the electronic disclosure referred to in clause 3.2 instead of receiving a Quarterly Report; and
 - ii. you are able to electronically access electronic reporting on a substantially continuous basis;
- b. if we notify you that any disclosure document has changed, you will contact us to obtain the revised disclosure document as soon as possible and issue us with new instructions if you wish to change your instructions in light of the revised disclosure documents;
- c. we will act on your instructions directly or through your JBWere Adviser, without determining their authenticity;
- d. in providing the JBWere Multi-Asset Platform Guide, the How to Guide, this IDPS Contract and the Investment Menu, we are not, and should not be taken as, giving investment advice in relation to the suitability of investments acquired through the IDPS having regard to your personal objectives, financial situation or needs;
- e. your instructions cannot be withdrawn or cancelled after they are given to us;
- f. you agree to pay the Fees and Charges relating to the provision of the IDPS;

- g. to the extent the law permits, we may continue to act as operator of the IDPS notwithstanding any conflict of interest that may arise;
- h. unless you specifically disclosed in your Application Form that you are a trustee, you are the ultimate beneficiary of all investments held by us on your behalf; and
- i. we may disclose any information to regulatory and/or law enforcement agencies if we are legally obliged to do so.

8. Margin Lending

8.1 Where you enter into a Margin Lending Agreement, notwithstanding any other terms of the JBWere Multi-Asset Platform Agreement, you authorise and direct us to procure the Custodian to:

- a. create a Margin Loan Account in respect of your assets that are to be held subject to a security interest under the terms of the Margin Lending Agreement and to permit a security interest to be granted over your assets held from time to time in the Margin Loan Account;
- b. subject to obtaining any necessary prior approvals from the Margin Lender, draw loan funds under the Margin Lending Agreement, to:
 - i. acquire assets to be held on your behalf in your Margin Loan Account in accordance with instructions from you or your Authorised Person; or
 - ii. pay any Amount Owing (which may be paid to us via your Cash Account);
- c. act on any instructions given by you or your Authorised Person or to act in accordance with the terms of the JBWere Multi-Asset Platform Agreement (including after receipt of a notice of termination under the Margin Lending Agreement) to deal in the secured assets (for the purposes of this clause 8, whether by way of sale, transfer or other disposal) in your Margin Loan Account or in relation to your Cash Account only with the prior approval of the Margin Lender;
- d. act on instructions from the Margin Lender (notwithstanding any contrary, or the absence of any, instructions from you or your Authorised Person or contrary terms under the JBWere Multi-Asset Platform Agreement), to:
 - i. deal in the secured assets in your Margin Loan Account;

- ii. request redemption of units or debit of funds, as the case may be, from your Cash Account (including for the purpose of reducing your loan balance at any time); and

- iii. pay to the Margin Lender or otherwise at the Margin Lender's direction:

- A. the proceeds of any dealing in secured assets or any request for redemption of units or debit of funds your Cash Account (including if any such dealing occurs on the instructions of you or your Authorised Person); and

- B. any dividends, distributions, income or other amounts payable to you in respect of secured assets; and

- e. take all steps necessary to permit the Margin Lender to electronically debit from your Cash Account, any amounts it is entitled to under the terms of the Margin Lending Agreement.

8.2 You acknowledge and agree that where you have entered into a Margin Lending Agreement, to the maximum extent permitted by law, neither we nor our employees or agents are:

- a. liable for any losses, damages, costs or expenses, caused to you if we or our employees or agents, in good faith, act on the instructions of the relevant Margin Lender or refuse to act on the instructions of you or your Authorised Person if such instructions are contrary to instructions given by the Margin Lender or where no approval has been provided by the Margin Lender;
- b. obliged to consider whether an instruction given to us or our employees or agents by a relevant Margin Lender or which reasonably appears to be given by a Margin Lender is permitted or lawfully given within the terms of the Margin Lending Agreement; or
- c. liable for the relevant Margin Lender electronically debiting amounts from your Cash Account in breach of the Margin Lending Agreement.

8A. International trading

- 8A.1 You acknowledge and agree that if we agree to provide services in connection with trading in International Securities:
- a. subject to 8A.1, those services will be provided in accordance with Division 4 (excluding clause 6) of this JBWere Multi-Asset Platform Agreement; and
 - b. references to Custody Portfolio in Division 4 will be deemed to be references to IDPS Portfolio.

9. Costs, tax and stamp duty

- 9.1 You agree that:
- a. you are responsible for any costs, tax or stamp duty consequences of investing in or exiting the IDPS; and
 - b. you will meet any bank fees and other similar costs incurred as a result of a withdrawal by way of electronic transfer, bank cheque, direct debit or other special payment method.

10. Variation of the IDPS Contract

- 10.1 We may vary the Custody Service Deed in accordance with the Custody Service Deed.
- 10.2 We may vary the IDPS Terms and Conditions or vary, suspend or terminate different services or features that form part of the IDPS from time to time. Without limitation, we can do this by issuing a new version of the IDPS Terms and Conditions. For example, changes to the IDPS Terms and Conditions are sometimes required to reflect changes to IDPS Policy.
- 10.3 We will give you 30 days prior notice of any change to the IDPS Contract that is materially adverse to your interests.
- 10.4 You cannot vary the IDPS Contract.

Division 3 – Advisory and arranging services terms and conditions

This Division 3 of the JBWere Multi-Asset Platform 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 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 ASX an Approved Stock Exchange or an International 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 Multi-Asset Platform 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 Multi-Asset Platform 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.

Division 4 – International trading terms

This Division 4 of the JBWere Multi-Asset Platform Agreement applies to any person to whom we agree to provide Services in connection with trading in International Securities.

1. Appointment

- 1.1 You appoint us to:
- a. advise you in relation to International Securities on the terms and conditions of Division 3 of the JBWere Multi-Asset Platform Agreement; and
 - b. arrange for the execution and clearing on your behalf of Transactions in International Securities on the terms and conditions of this Division 4 of the JBWere Multi-Asset Platform Agreement.

2. Account with International Stockbroker

- 2.1 You acknowledge that:
- a. we will open an omnibus account in our name (or that of the Custodian) with the International Stockbroker to provide international trading Services; and
 - b. we or the Custodian will open a sub account in our system in your name on the basis of the information provided by you to us.
- 2.2 You consent to us, the Custodian and the International Stockbroker acting in the acquisition and disposal of assets on behalf of other persons or entities as well as on your behalf, and authorise us, the Custodian and the International Stockbroker to deal with International Securities included in your Custody Portfolio and other assets as an undivided whole, to the extent necessary for the efficient management or administration of your Custody Portfolio. However, we will at all times maintain systems and records to identify, record and hold the International Securities included in your Custody Portfolio separately from Financial Products bought and sold by us, the Custodian or the International Stockbroker on its own and other persons' behalf.
- 2.3 You acknowledge and agree that the International Stockbroker:
- a. may, in its absolute discretion, and we therefore may:
 - i. refuse to confirm a Transaction;
 - ii. reject a delivery or receipt of securities or money; or
 - iii. refuse to execute or clear a Transaction;

- b. will execute Transactions on our omnibus account, release or deposit money or securities to or for our omnibus account and otherwise provide the Services upon our instructions only. The International Stockbroker will not act on any instructions received directly from you; and
- c. may execute any Transactions by placing orders through a third party broker or dealer (including an Affiliate of the International Stockbroker) and on such terms as it determines appropriate in its discretion.

2.4 You acknowledge that neither we nor the International Stockbroker, whether acting as principal or agent, owe you a duty of best execution.

2.5 You acknowledge that the International Stockbroker may commence any action or proceeding against us in relation to any controversy or claim arising out of your International Securities included in your Custody Portfolio or any Transactions by the International Stockbroker on your behalf, and then, except where we have acted negligently, we will claim against you in relation to that same controversy or claim arising out of your Custody Portfolio or Transactions by the International Stockbroker on your behalf.

3. Electronic Trading Services

- 3.1 You acknowledge and agree that:
- a. to provide the Services to you, we or the International Stockbroker may enter into service agreements with providers of Electronic Trading Facilities, which include, but are not limited to, the provision of trading and order routing services and information in respect of International Securities and execution of foreign exchange transactions;
 - b. the Electronic Trading Facility Provider may, in its sole discretion, accept or reject any proposed Transaction that we seek to execute on your behalf through an Electronic Trading Facility. If the Electronic Trading Facility Provider rejects your order for any reason whatsoever, we likewise, will immediately reject that order;
 - c. where an order is entered on your behalf using the Electronic Trading Facility, you will be bound by the terms of that order and by the resulting Transaction unless you modify or withdraw the order before its execution by us on the Electronic Trading Facility; and

d. we, the International Stockbroker and the Electronic Trading Facility Provider may engage in trading on an International Stock Exchange reflected on the Electronic Trading Facility or by means of the Electronic Trading Facility for our, the International Stockbroker's, or the Electronic Trading Facility Provider's, proprietary accounts or on behalf of accounts under our management or that of the Electronic Trading Facility Provider, which could affect the value of a Transaction. We, the International Stockbroker or the Electronic Trading Facility Provider may enter into Transactions at prices different from the prices reflected in the Electronic Trading Facility.

4. Confirmations

- 4.1 We will send you a Confirmation in respect of each Transaction in International Securities executed on your behalf showing the number and type of International Securities (net of applicable Fees and Charges) bought or sold, the value of the Transaction in the foreign currency, the conversion rate, the Australian dollar value payable by you or due to you, and the GST amount payable.
- 4.2 You authorise us to give to you a single Confirmation in respect of a series of Transactions carried out pursuant to an order instead of individual Confirmations in respect of each Transaction in the series. In particular, you authorise us or the International Stockbroker to accumulate and price average two or more Transactions, in the same Financial Product, pursuant to an order, and provide to you a single Confirmation specifying an average price, when the entire order is completed. Details of execution prices will be furnished to you on request;
- 4.3 The consideration in respect of all Transactions in International Securities will be payable or receivable in Australian dollars (unless otherwise agreed) on the date specified in the Confirmation.

5. Your acknowledgements

- 5.1 You acknowledge that:
- a. you will bear the foreign exchange risks of trading International Securities including, without limitation, the risks of cash held, of dividends or other income payments received, of expenses or other liabilities incurred and of exchange controls or other laws that may prohibit or impose costs on transfers of International Securities or cash or accounts held in jurisdictions outside Australia or denominated in currencies other than Australian dollars;

- b. any foreign exchange dealing facilitated by us in connection with this Division 4 of the JBWere Multi-Asset Platform Agreement may be conducted with the International Stockbroker, any other institution selected by us or through the use of an exchange trading facility, at its applicable rates of dealing for such transactions from time to time. We shall not be liable for any loss you suffer as a result of the conversion of an amount to or from Australian dollars or as a result of the timing of such conversion except where we have acted negligently or fraudulently;
- c. you and we shall be bound by:
- i. the applicable terms and conditions of the International Stockbroker or any of its related entities or other brokers it uses in other jurisdictions as they apply to any trading on your behalf under this Agreement; and
- ii. the local laws, rules, customs, usages and practices of the country, state, province, territory, relevant International Stock Exchange, clearing house or other jurisdiction in which any Transaction is either wholly or partly transacted under this Division 4 of the JBWere Multi-Asset Platform Agreement. Nothing in this clause shall be construed to change the proper law of this Agreement. In no event shall we or our Affiliates be obliged to effect any transaction we believe would violate any statute or regulation or the rules of regulators of any regulatory or self-regulatory body;
- d. we will use our reasonable endeavours in the circumstances of each case to execute or arrange execution of your instructions;
- e. international time differences may lead to delays in the receipt of instructions and execution by the International Stockbroker and that we are not liable for such delays;
- f. Confirmations and statements of International Securities held in your Custody Portfolio will be conclusive evidence (save in the case of manifest error) and you should examine promptly all Confirmations, statements and other reports provided to you in relation to your International Securities held in your Custody Portfolio. You must promptly notify us of any error. If you fail to notify us promptly of any error the existence of which was, or should reasonably have been, discoverable by review of these Confirmations, statements or reports you will be deemed to have

- waived your right to make any claim against us with respect to such error;
- g. as a result of high internet traffic, transmission problems, system capacity limitations and other factors, we may at times experience difficulty in accessing or communicating with the Electronic Trading Facility, which could result in, among other things:
 - i. delays in the transmission or execution of a Transaction on your behalf;
 - ii. Transaction executions at prices different from prices we may have quoted to you and on which you based your order instructions;
 - iii. an inability to place an order for a Transaction; and
 - iv. the execution of Transactions being adversely affected during volatile or unusual market conditions, which could cause delays or interruptions in respect of our access to International Stock Exchanges via the Electronic Trading Facility;
 - h. neither the relationship between us and you, nor the Services to be provided by us under this Division 4 of the JBWere Multi-Asset Platform Agreement, nor any recommendation or advice provided to you, nor any other matter, will give rise to any fiduciary or equitable duties on our part which would oblige us (or any other person) to accept obligations more extensive than those expressly set out in this Division 4 of the JBWere Multi-Asset Platform Agreement or which would prevent or restrict us (or any other person) from carrying out the Services;
 - i. we may arrange for you, through the International Broker, to effect Transactions in International Securities that may be subject to stabilisation, a price supporting process that may take place in the context of new issues. The effect of stabilisation can be to make the market price of a new issue temporarily higher than it would otherwise be. The market price of International Securities of the same class already in issue, and of other International Securities whose price affects the price of the new issue, may also be affected;
 - j. we, the International Stockbroker or the Custodian may delegate any of the powers and authorities under this Division 4 of the JBWere Multi-Asset Platform Agreement to any person, including a related entity; and
 - k. any order submitted under this Division 4 of the JBWere Multi-Asset Platform Agreement is at your sole risk and may be irrevocable. You accept continuing responsibility for any orders submitted, notwithstanding that such orders may have been submitted erroneously or you subsequently determine for whatever reason that the order should not have been submitted; and you will reimburse us or the Custodian for any monetary loss or damage caused to us or the Custodian due to such trade error. If you are aware that an incorrect order has been sent via the Service or if you become aware of any other unauthorised use of the Service, you should immediately notify us. A request to cancel an order shall not be effective until you receive an acknowledgement from us that the order has been cancelled, and you will be responsible for any orders executed prior to your receipt of such acknowledgement.
- 6. Corporate Actions and reporting**
- 6.1 We shall, on receipt of any Corporate Actions relating to the International Securities, use our reasonable efforts to forward the same to you or deal with the same in accordance with the directions given by you from time to time. You agree that neither we, nor the Custodian, will be responsible or liable for failing to forward to you such Corporate Actions relating to the International Securities or failing to deal with the same in accordance with the directions given by you where we or the Custodian have not received the relevant notice or documentation on a timely basis.
 - 6.2 You are responsible for providing us with instructions in relation to the exercise of rights and performance of all actions which may be exercisable in relation to your International Securities not later than five business days prior to the last scheduled date for action. In the absence of timely instructions from you, we will refrain from exercising any rights or performing any actions and we shall not be liable for any failure to take any action relating to such rights or actions.
 - 6.3 We are under no obligation to furnish copies of annual reports, company announcements or any other documents of an issuer of International Securities.

6.4 Where corporate events (such as partial redemptions) affect some but not all of the International Securities in your Custody Portfolio that are held in an omnibus account for our customers, we shall allocate the consequences of such events to individual customers in such fair and equitable manner as we consider appropriate (including without limitation via a pro rata allocation or an impartial lottery). We are not liable to you, and you release us from, any action relating to such an allocation by us.

7. Taxes

7.1 You acknowledge that as all Transactions are conducted on an omnibus basis under this Division 4 of the JBWere Multi-Asset Platform Agreement you will not be eligible in respect of distributions paid by issuers of International Securities acquired by us on your behalf to receive certain concessional withholding tax treaty rates which you may qualify for as an Australian resident. You may, however, be able to obtain a refund from the respective countries taxation authority in respect of excess withholding tax paid on distributed income, but you should seek your own tax advice in this respect.

7.2 You shall be liable for all taxes, including but not limited to any withholding taxes or estate taxes, assessments, stamp duties, duties, Goods and Services Tax and other governmental and statutory charges, including any interest or penalty, with respect to the Custody Portfolio or any transaction or account related thereto. You shall indemnify us, the Custodian and the International Stockbroker for the amount of any tax or government charges required to be paid under the relevant laws.

8. Providing information to others

You authorise us to give the International Stockbroker, the Custodian and any affiliate, agent or nominee of either of them any information concerning you which they may request, including, but not limited to, the Required Information. This authority remains valid and effective until you give us a notice in writing revoking our authority.

9. Charge

We have entered (or may from time to time enter) into agreements with the Custodian or an International Stockbroker for the provision of services in relation to International Securities. Pursuant to such agreements the International Stockbroker (or its Affiliates) or the Custodian may have a lien, right of set off, charge or other security interest over the International Securities and any monies held on our and your behalf to secure the obligations under the relevant agreement or otherwise.

10. Risk Disclosure

Country Risks

- a. Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to a rule which may offer different or diminished investor protection. Your local regulatory authority will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where your transactions have been effected.
- b. Where your assets are received or held by the licensed or registered person outside Australia, those assets may not enjoy the same protection as that conferred on your assets received or held in Australia.
- c. Any imposition by a country of exchange controls or other limitations or restrictions may cause payments to be made in the local currency instead of the original invested currency or may result in the inability to effect outward remittances of funds from such country, which can affect the value of your investment or your ability to enjoy its benefit.

Liquidity and Market Disruption

- a. Adverse market conditions may result in you not being able to effect transactions, liquidate all or part of your investments, assess a value or your exposure or determine a fair price, as and when you require. This may also arise from the rules in certain markets (for example, the rules of a particular exchange may provide for "circuit breakers" where trading is suspended or restricted at times of rapid price movements).

- b. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit your losses to the intended amounts, as it may be possible to execute such orders under adverse market conditions.
- c. Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The result of any system failure may be that your order is either not executed according to your instructions or not executed at all. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms.

Foreign Exchange Risks

- a. Fluctuations in foreign currency rates will have an impact on your profit and loss where a Transaction involves a foreign currency element.

Division 5 – Custody terms

This Division 5 of the JBWere Multi-Asset Platform Agreement applies to any person to whom we provide Custody Services.

The contract governing the Custody Service is comprised of the terms and conditions in:

- a. your Application Form accepted by JBWere;
- b. the provisions of Division 1 of the JBWere Multi-Asset Platform Agreement; and
- c. this Division 5 of the JBWere Multi-Asset Platform Agreement.

1. Custody of your assets

- 1.1 We will act as your custodian in relation to your Custody Portfolio. We will hold your Custody Portfolio on trust for you on and subject to the terms of this Division 5 of the JBWere Multi-Asset Platform Agreement.
- 1.2 Subject to this Division 5 of the JBWere Multi-Asset Platform Agreement, you are absolutely and beneficially entitled to all assets forming part of your Custody Portfolio.

2. How your assets will be held

- 2.1 We may hold an asset in your Custody Portfolio:
 - a. separately from the assets held for other persons; or
 - b. mixed with property and rights of any other person.
- 2.2 Without limiting clause 2.1(b), the assets in your Custody Portfolio may be mixed or pooled with our own assets, or those of our other customers, or the customers of the Custodian or the International Stockbroker, and accordingly:
 - a. may be used by us for our own account, or for the accounts of other clients; and
 - b. you shall not have the right to any specific documents of title or certificates or other evidence of title which evidence title to any such investments, but will instead be entitled, subject to any Applicable Laws and regulations and the provisions of this Division 5 of the JBWere Multi-Asset Platform Agreement, to no more than an amount of investments of any issue that is of the same description and in the same amount or, if any Event of Default occurs, a cash payment which is equivalent to the amount of investments credited to your Custody Portfolio.

- 2.3 Where we mix or pool an asset in your Custody Portfolio with property and rights of any other person, we will keep or cause to be kept the asset separately identified as far as practicable in our own records and in such a manner that the identity and location of the custody assets can be identified at any time.
- 2.4 On your request, we will acknowledge to you the manner in which we hold the assets comprising your Custody Portfolio.
- 2.5 Despite any other provision of this Division 5 of the JBWere Multi-Asset Platform Agreement, we may give effect to instructions, or perform any of our functions, by amending our own records (including, without limitation, records of beneficial ownership of assets by clients).
- 2.6 Where we give effect to instructions, or perform any of our functions, by amending our records according to clause 2.5, we may retain, and are not liable to account to you for, any related benefit, including any profit, commission, remuneration or the amount of any cost that would otherwise have been incurred by us.
- 2.7 The whole, or any part of, your Custody Portfolio may be registered in the name of:
 - a. the Custodian;
 - b. the International Stockbroker, a nominee controlled by it, or any of its Affiliates or agents; or
 - c. a recognised or designated investment exchange,if, for any reason (including due to the nature of any Applicable Law or market practice in a jurisdiction), we or the Custodian believe that it is either:
 - d. in your best interest; or
 - e. it is not feasible to do otherwise because of the nature of the Applicable Law or market practice.
- 2.8 In the circumstances described in clause 2.7, your assets may not be segregated and separately identifiable from our investments or those of the International Stockbroker or the Custodian and as a consequence, in the event of the failure of any of those parties, those assets may not be as well protected from claims made on behalf of the general creditors of those parties.

- 2.9 We will provide and maintain proper and separate accounts to record all transactions in relation to your Custody Portfolio in accordance with ASIC custody policy. Without limiting this clause 2.9, these records must:
- a. document by whom, by what means and when each transaction was authorised; and
 - b. be supported by documented verification procedures for the appropriately frequent (no less than each Business Day) reconciliation and checking of the balances of assets held by the Custodian.
- 3. Instructions**
- 3.1 To the extent permitted by law, if requested by you, the beneficial interest in your Custody Portfolio may be transferred subject to this clause 3.
- 3.2 Transfers must be:
- a. in a form approved by us;
 - b. accompanied by any evidence that we reasonably require to show the right of the transferor to make the transfer; and
 - c. if we require, be presented for registration duly stamped.
- 3.3 A transfer is not effective until recorded in our register. We may refuse to record any transfer of a beneficial interest in a Custody Portfolio in our register without giving reasons for the refusal.
- 3.4 Where we record you as a joint holder of a beneficial interest in a Custody Portfolio:
- a. you hold as joint tenants and not as tenants in common unless we otherwise agree; and
 - b. a delivery or transfer by us to you or another joint holder satisfies our obligations to all of you.
- 3.5 If you die or become subject to a legal disability, only the survivor (where you were a joint holder) or the legal personal representative (in any other case) will be recognised as having any claim to the beneficial interest in your Custody Portfolio.
- 3.6 Where you are acting as a trustee or otherwise on behalf of another person, we, our agents and delegates:
- a. will only recognise you as having any interest in the relevant Custody Portfolio; and
 - b. are not bound to take notice of any trust, equity (whether express or implied or constructive) or, subject to clause 6, any other interest of any other person in the Custody Portfolio.
- 3.7 You may give us instructions through your JBWere Adviser or directly to us (in circumstances where you are permitted to do so under the JBWere Multi-Asset Platform Guide) in accordance with the JBWere Multi-Asset Platform Guide.
- 4. Our functions as custodian**
- 4.1 We have all the legal capacity and powers both inside and outside Australia in respect of the Custody Services that it is possible under the law to confer on a trustee and as though we were an individual who is the absolute owner of the assets in your Custody Portfolio acting in our personal capacity.
- 4.2 Without limiting clause 4.1, you authorise and direct us:
- a. to act as your attorney to complete and sign on your behalf all forms of transfer or conversion or any other form which the Custodian considers necessary to transfer assets comprising the Custody Portfolio into the Custodian's name as your nominee;
 - b. to complete any forms necessary to make any investment in the name of the Custodian on your behalf, or to redeem the investment, as the case may be;
 - c. to hold the assets in the Custodian's name as nominee for you in accordance with this JBWere Multi-Asset Platform Agreement and any relevant Additional Service Agreement;
 - d. to deliver sufficient Financial Product or monies, as the case may be, from the Custody Portfolio or your Cash Account to us to satisfy your settlement obligations;
 - e. to request redemption of units or debit of funds, as the case may be, from your Cash Account and to complete any other formalities necessary to seek redemption or repayment, in order to:
 - i. satisfy your settlement obligations; and
 - ii. pay the Amount Owing or, if so requested by us or your Authorised Person, take all steps necessary to enable us to electronically debit the Amount Owing to your Cash Account;
 - f. to deposit promptly in the Cash Account, as applicable, all monies which we receive on your behalf;

- g. to provide us or our authorised officers or those of any third party service providers (including your Authorised Person or your Margin Lender) with any information we or our authorised officers or any third party service providers may request, verbally or in writing, relating to you or to the Custody Portfolio;
 - h. to act on your instructions, or the instructions of any of your Authorised Persons, where such instructions are provided in writing in accordance with the JBWere Multi-Asset Platform Agreement and any relevant Additional Service Agreement or in such other manner as agreed by us from time to time, or where it is reasonably necessary in order to give effect to the JBWere Multi-Asset Platform Agreement or an Additional Service Agreement; and
 - i. where the Custody Portfolio includes assets subject to a charge or other security interest of which you have given us notice, to act on instructions to deal in the secured assets of the Custody Portfolio only with the prior approval of the relevant security holder.
- 4.3 We may refuse to hold certain assets in trust for you including but not limited to assets which attract ongoing commitments to pay future calls of capital, investments in wrap accounts (including, without limitation, other IDPSs or IDPS-like schemes, as defined in ASIC Class Orders CO 02/294 and CO 02/296 respectively or any class orders that replace those class orders), life insurance policies and assets which are not Financial Products.
- 4.4 You acknowledge that if we agree to hold partly paid assets in trust for you, you will pay all financial obligations relating to the partly paid assets and us holding the partly paid assets on your behalf.
- 4.5 Subject, in the case of an Additional Service, to any Additional Service Agreement, you may give us instructions to participate in any dividend or distribution reinvestment plan offered by an Issuer in connection with any asset of your Custody Portfolio, and we may follow those instructions at our discretion. If you do not give us specific instructions in relation to your participation, we will apply the Issuer's default option. If there is no default mechanism, we will make an election on your behalf.
- 4.6 If an Issuer suspends a dividend or distribution reinvestment plan, your participation in that plan will be suspended. If the Issuer subsequently reinstates that plan, we will use our best endeavours on receipt of notification that the plan has been reinstated to reinstate your participation in that plan, unless you instruct otherwise.
- 4.7 You acknowledge that we will forward any instruction received by us to apply for, or redeem, units in a managed fund to the relevant Issuer and that the Issuer will process that request in accordance with the procedures described in the relevant fund's offer document.
- 4.8 We will, at all times have full business continuity and disaster recovery procedures and back up facilities in place (including in respect of the records and information we maintain in relation to you and the assets comprising your Custody Portfolio), that are reasonable in nature for the scale and complexity of our business and that will enable us to provide the Custody Service in any contingency for which we should reasonably plan.
- 4.9 We will keep information of a confidential nature in confidence, unless you permit us to disclose it or we are required to disclose it to ASIC or by law.
- 5. Corporate Actions**
- 5.1 This clause 5 applies to Corporate Actions in relation to all Financial Products except:
- a. International Securities – Corporate Actions in relation to listed International Securities are governed by clause 6 of Division 4 of this JBWere Multi-Asset Platform Agreement; and
 - b. Financial Products forming part of a Managed Accounts Portfolio – Without limiting clause 14.1(c) of Division 1 of the JBWere Multi-Asset Platform Agreement, Corporate Actions in relation to Financial Products forming part of a Managed Accounts Portfolio are governed by the Additional Service Agreement for the JBWere Managed Accounts Service.
- 5.2 We will not exercise any voting rights attached to the assets or investments in the Custody Portfolio unless you specifically tell us in writing to do so.

- 5.3 We will ask you for specific instructions in relation to any Corporate Actions in respect of any asset in the Custody Portfolio when we receive the relevant notification. If we do not receive sufficient precise instructions at our address by the fifth (5) Business Day prior to the official closing date for acceptance of any Corporate Action (or such other day as may be agreed), you direct us to let any relevant entitlement lapse.
- 5.4 We will ask you for specific instructions in relation to any amount payable in respect of any asset of the Custody Portfolio when we receive the relevant notification. If we do not receive sufficient precise instructions:
- a. in relation to a maturing investment, by five (5) days prior to the date on which instructions in relation to disposal of the proceeds are required to be provided to the issuer (or such other date as may be agreed), we will instruct the Issuer to redeem the investment and pay the proceeds plus accrued interest to your Cash Account,
 - b. in relation to any other matter relating to an asset of your Custody Portfolio, by the fifth (5th) Business Day prior to the official closing date for such payment (or such other date as may be agreed), you instruct us to take no action, in which case you acknowledge that the relevant asset or investment may be, amongst other things, forfeited, surrendered or made subject to a lien.
- 5.5 Notifications under this clause 5 may be provided to you at your last known mailing address or your last known email address, in the sole discretion of the Custodian.
- 6. Margin Lending**
- 6.1 Where you enter into a Margin Lending Agreement, notwithstanding any other terms of this JBWere Multi-Asset Platform Agreement or an Additional Service Agreement, you authorise and direct us to procure the Custodian to:
- a. create a Margin Loan Account in respect of your assets that are to be held subject to a security interest under the terms of the Margin Lending Agreement and to permit a security interest to be granted over your assets held from time to time in the Margin Loan Account;
 - b. subject to obtaining any necessary prior approvals from the Margin Lender, draw loan funds under the Margin Lending Agreement, to:
 - i. acquire assets to be held on your behalf in your Margin Loan Account in accordance with instructions from you or your Authorised Person; or
 - ii. pay any Amount Owing (which may be paid to us via your Cash Account);
 - c. act on any instructions given by you or your Authorised Person or to act in accordance with the terms of the JBWere Multi-Asset Platform Agreement or an Additional Service Agreement (including after receipt of a notice of termination under the Margin Lending Agreement) to deal in the secured assets (for the purposes of this clause 6, whether by way of sale, transfer or other disposal) in your Margin Loan Account or in relation to your Cash Account only with the prior approval of the Margin Lender;
 - d. act on instructions from the Margin Lender (notwithstanding any contrary, or the absence of any, instructions from you or your Authorised Person or contrary terms under the JBWere Multi-Asset Platform Agreement or an Additional Service Agreement), to:
 - i. deal in the secured assets in your Margin Loan Account;
 - ii. request redemption of units or debit of funds, as the case may be, from your Cash Account (including for the purpose of reducing your loan balance at any time); and
 - iii. pay to the Margin Lender or otherwise at the Margin Lender's direction
 - A. the proceeds of any dealing in secured assets or any request for redemption of units or debit of funds from your Cash Account (including if any such dealing occurs on the instructions of you or your Authorised Person); and
 - B. any dividends, distributions, income or other amounts payable to you in respect of secured assets; and
 - e. take all steps necessary to permit the Margin Lender to electronically debit from your Cash Account, any amounts it is entitled to under the terms of the Margin Lending Agreement.

6.2 You acknowledge and agree that where you have entered into a Margin Lending Agreement, to the maximum extent permitted by law, neither we nor our employees or agents are:

- a. liable for any losses, damages, costs or expenses, caused to you if we or our employees or agents, in good faith, act on the instructions of the relevant Margin Lender or refuse to act on the instructions of you or your Authorised Person if such instructions are contrary to instructions given by the Margin Lender or where no approval has been provided by the Margin Lender;
- b. obliged to consider whether an instruction given to us or our employees or agents by a relevant Margin Lender or which reasonably appears to be given by a Margin Lender is permitted or lawfully given within the terms of the Margin Lending Agreement; or
- c. liable for the relevant Margin Lender electronically debiting amounts from your Cash Account in breach of the Margin Lending Agreement.

7. Custodian and other agents

- 7.1 You authorise us to appoint a Custodian to have assets held by the Custodian on our behalf and to exercise any of our powers and to perform any of our functions under this Division 5 of the JBWere Multi-Asset Platform Agreement.
- 7.2 We may appoint the Custodian on the basis that the Custodian may appoint one or more sub-custodians on such terms as it considers appropriate acting reasonably, and these terms will apply to your Custody Portfolio.
- 7.3 Assets held by a sub-custodian may in the Custodian's discretion be held in a single account that is identified as belonging to the Custodian's clients and the Custodian will identify in the Custodian's books and records that part of the assets held by a sub-custodian is held for you. You should note that the broad effect of this is that in the event of an irreconcilable shortfall following the default of any sub-custodian, you may share in that shortfall proportionately with the Custodian's other clients.
- 7.4 Before arranging for assets comprising your Custody Portfolio to be held by the Custodian or any other agent, we will provide you with written notice of the identity of, and contact information for, each agent, as soon as reasonably practicable, and in any event before the assets are held.

8. Charge

- 8.1 Subject to clause 16 of Division 1 of this JBWere Multi-Asset Platform Agreement, for valuable consideration, you appoint us and each of our officers and secretaries (jointly and each of them severally) as your true and lawful attorney to:
 - a. pledge, charge, agree to a right of set off or create any security interest ('Security Interest') over the International Securities comprising your Custody Portfolio or other moneys held by us or the Custodian pursuant to agreements to the extent necessary to secure both the obligations under any such agreements or otherwise and your obligations to us under this JBWere Multi-Asset Platform Agreement or an Additional Service Agreement; and
 - b. do all things required to grant the Security Interest, including, but not limited to, signing and delivering, on your behalf, all documents needed to grant and effect the Security Interest.
- 8.2 Notwithstanding clause 8.1, we are prohibited from granting or taking a right, charge, security interest, mortgage, lien or other encumbrance over your assets except:
 - a. to the extent necessary for expenses and outlays made in accordance with your contract with us (other than unpaid fees); or
 - b. in accordance with your written instructions.
- 8.3 If the International Stockbroker or the Custodian seeks to enforce any Security Interest over the International Securities held on your behalf, you agree and acknowledge that the International Stockbroker or the Custodian may take any action and exercise any right over your Custody Portfolio which has been granted to it, on your behalf, under the relevant agreement. You agree and acknowledge that, while we will use our best endeavours to resolve the matter as quickly as possible, exercise by the International Stockbroker or the Custodian of its rights may result in:
 - a. the International Stockbroker or the Custodian taking possession of your Custody Portfolio in part or full;
 - b. the International Stockbroker or the Custodian exercising, or taking the benefit of, any rights you have in relation to your Custody Portfolio, including, but not limited to, voting rights, rights under a bonus or rights issue, dividends, or options;

- c. the partial or total loss of your Custody Portfolio or any money held by the Custodian; or
- d. the International Stockbroker or the Custodian taking any other action or doing any other thing which a chargee, pledgee or beneficiary of a security interest may take.

9. Liability and indemnity

- 9.1 We are not liable in contract, tort or otherwise to you for any loss suffered in any way relating to the Custody Service except to the extent that the Corporations Act, this JBWere Multi-Asset Platform Agreement, or an Additional Service Agreement impose such liability.
- 9.2 Subject to the Corporations Act, our liability to you is limited to the value of your Custody Portfolio.
- 9.3 Our liability to any person other than you in respect of the Custody Service is limited to our ability to be indemnified from the assets held by us under the Custody Service.
- 9.4 In addition to any indemnity allowed by law and the indemnities under the Custody Service Deed and clause 23.4 of Division 1 of the JBWere Multi-Asset Platform Agreement, we are entitled to be indemnified out of the assets held by us under the Custody Service for any liability incurred by us in properly performing or exercising any of our powers or duties under the JBWere Multi-Asset Platform Agreement, an Additional Service Agreement, or in relation to a Service.
- 9.5 Without limitation, the indemnity under clause 9.4 includes any liability incurred as a result of any act or omission of a Custodian, delegate or agent appointed by us, or any agent or delegate of such a person.
- 9.6 Where a liability is incurred pursuant to a proper exercise of our powers under the JBWere Multi-Asset Platform Agreement or at law, we may exercise any of our rights of indemnification or reimbursement out of the assets held by us under the Custody Service to satisfy that liability to any creditor or us (in our capacity as custodian), despite any loss you may have suffered or any diminution in the value of the assets held by us under the Custody Service as a consequence of any unrelated act or omission by us or by any person or entity acting on our behalf.
- 9.7 It is not necessary for us to incur an expense or make a payment before enforcing an indemnity.

- 9.8 Despite this clause 9, we are liable to you if you suffer loss due to a failure by us or any Custodian to comply with our duties under this Agreement or to observe reasonable standards generally applied by providers of custody services similar to the Custody Service. We will not however be liable to you for any losses you incur on the insolvency of any Custodian provided we have taken reasonable care in the appointment and monitoring of that Custodian.

10. Obligations on termination

- 10.1 On termination of your Custody Service:
 - a. we will, within a reasonable time, transfer all assets comprising your Custody Portfolio to you, or as you otherwise lawfully direct; and
 - b. you must pay us, or we may deduct from the value of the assets comprising your Custody Portfolio:
 - i. any outstanding fees and charges; and
 - ii. any reasonable costs associated with the transfer of the assets comprising your Custody Portfolio in accordance with this clause 10.

Part B: The Broker agreement

The Broker Agreement is comprised of:

- **Division 1** – Broking Services terms and conditions;
- **Division 2** – The Broker’s CHESS Sponsorship Agreement;
- **Division 3** – Partly paid securities trading terms and conditions; and
- **Division 4** – ASX warrant trading terms and conditions.

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 D of the JBWere Multi-Asset Platform Core Terms and Conditions 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 Multi-Asset Platform Agreement, acknowledgements and warranties

- 1.1 Subject to clause 1.2, Division 1 of the JBWere Multi-Asset Platform Agreement is incorporated in full in this Broker Agreement as if references to:
 - a. “JBWere Multi-Asset Platform Agreement” are references to “Broker Agreement”;
 - b. “Authorised Person” has the meaning in accordance with its definition in Part D 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, 11.2, 13.1, 19, 21, 23.7, 25.1(b), and 27 of the JBWere Multi-Asset Platform Agreement are not incorporated in this Broker Agreement and Clause 18 (Assignment and Novation) of Division 1 of the JBWere Multi-Asset Platform 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. 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;
- c. 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(b) 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;
- d. 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;

- e. 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);

- f. if you wish to:

- i. trade in Partly Paid Securities
- ii. trade in Exchange Traded Options, and/or
- iii. trade in Warrants,

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;

- g. 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
- h. 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; and
- 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 market 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 www.segc.com.au).

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) give us 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 an Application Form);
 - 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 CHESS 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:
- a. you authorise us to record any telephone communications with you (or your Authorised Person) with or without an audible tone warning device;
 - b. telephone communications with you (or your Authorised Person) may be recorded for training and quality control purposes;
 - c. 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
 - d. 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:
- a. 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
 - b. make full payment or good delivery for your Transactions by the settlement date,
- 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).
- c. 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 (including any Financial Products that are CHESS sponsored by us) at your risk and expense, including brokerage, stamp duty and other costs; and
 - d. 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:
- a. brokerage, applicable Fees and Charges, taxes, fees levied by the Market Operator, 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 this clause or the Rules; and
 - d. 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:

- a. must pay the Fees and Charges in connection with Transactions as we or JBWere direct; and
- b. 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:

- a. we (or our related parties, including JBWere) may deal on behalf of our related entities and as Principal;
- b. 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:
- give you a single Confirmation for a series of Transactions rather than individual Confirmations for each Transaction in the series; and
 - 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:
- directions and decisions made under the Rules and their requirements;
 - customs and usages of the Market; and
 - correction of errors and omissions.
- 8.4 We may, at our discretion, send Confirmations for Transactions on your behalf by (unless proven otherwise):
- 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
 - 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:
- ensuring that your email address is operational and able to receive electronic Confirmations we issue; or
 - 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:

- 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
- despite clause 9.2(b), we may unilaterally amend the Broker Agreement where such amendment is either:
 - required to comply with the Rules or any Applicable Law;
 - required in our reasonable view to restore or maintain the security of your Trading Account or the services provided under this Broker Agreement; or
 - 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.

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.

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. a 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 Broker Financial Services Guide and JBWere Multi-Asset Platform 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.

2.1 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 CHESS, 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:
 - A. the CHESS subregister; or
 - B. 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 CHESS Sponsorship Agreement with that Controlling Participant on the same terms as this Part B. Where you are deemed to have entered into a CHESS Sponsorship Agreement, the new Controlling Participant must enter into a sponsorship agreement with you within 10 Business Days of the change.

3. Background

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

4. Appointment and termination of previous appointments

- 4.1 You appoint us to provide Transfer and settlement services as your agent in relation to Sponsored Holdings, and we agree to the appointment.
- 4.2 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.

5. Creating and adding to Sponsored Holdings

- 5.1 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.
- 5.2 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.
- 5.3 You may from time to time instruct us to register Financial Products purchased for you into a Sponsored Holding.

6. Holding information

- 6.1 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.
- 6.2 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.
- 6.3 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.

7. Our authority to Transfer

- 7.1 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.

- 7.2 We do not need to Transfer Financial Products into the Sponsored Holding until we receive payment for them.
- 7.3 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.
- 8. Renounceable rights**
- 8.1 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.
- 9. Clearing Holdings**
- 9.1 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.
- 10. Withdrawal from Sponsored Holdings**
- 10.1 Subject to clauses 7.3 and 10.2 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.
- 10.2 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.
- 11. Client acknowledgements**
- 11.1 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.
- 11.2 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 11.1 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.

- 11.8 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.

12. Exchange Traded Options cover, pledging and Subpositions

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 No clause in this Division 2 of the Broker Agreement overrides any interest of ASX Clear in the Financial Products.

13. Change of Controlling Participant

- 13.1 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 13.2, 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.
- 13.2 The novation in clause 13.1(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.
- 13.3 Your consent to the events in clause 13.1(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.
- 13.4 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 13.1 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.

13.5 Nothing in this clause 13 prevents us from completing CHESS Transactions 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.

14. Termination

14.1 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 10.

14.2 Unless otherwise stated in Division 2 of the Broker Agreement, termination under clause 14.1(c) will be effective once either party receives written notice from the other party.

15. Regime

15.1 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.

16. Variation

16.1 Except as provided in clause 17.2, this Division 2 of the Broker Agreement can only be varied by a written agreement signed by both you and us.

17. Rules

17.1 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.

17.2 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.

Division 3 – Partly paid securities

You acknowledge and are aware that where we make Transactions involving Partly Paid Securities traded on your behalf:

- a. a Partly Paid Security is a security that may require a further payment or payments in the future;
- b. it is your responsibility to read a copy of the prospectus, Product Disclosure Statement or information memorandum issued by an Issuer that sets out the features and rights and obligations attaching to a Partly Paid Security before you place an order in such a security;
- c. you may be liable for further payments on a Partly Paid Security and a failure to make such payment by specified dates may result in an Issuer or their agents taking action against you to recover the outstanding payments and/or may result in the forfeiture of your entitlement to the Partly Paid Security;
- d. in certain circumstances you may be liable to make a further payment on a Partly Paid Security even though you may have disposed of the security before a further payment falls due;
- e. you should monitor announcements made by the Issuer of a Partly Paid Security and that it is your responsibility to be aware of the date/s or circumstances that a further payment falls due and the last day on which you can dispose of the security before you are liable for a further payment;
- f. the amount of a further payment may be unrelated to the financial performance of a Partly Paid Security and the amount of the further payment may exceed the security's value; and
- g. an obligation relating to a Partly Paid Security, including the need to make a further payment, does not give rise to a legal claim against the ASX, Chi-X Australia or the Securities Exchanges Guarantee Corporation Limited.

Division 4 – ASX Warrant trading

1. Interpretation

- 1.1 This Division 4 of the Broker Agreement applies to all clients who trade Warrants through the JBWere Multi-Asset Platform.
- 1.2 In the declaration in clause 2 below, the terms “I/We” and “my/our” refer to you.

2. Declaration

- 2.1 I/We acknowledge and agree that:
- a. I/We have obtained, read and acknowledged that it is our responsibility to understand the Explanatory Booklet issued by the Australian Securities Exchange Limited (ASX) about Warrants. This booklet is available on the ASX website at [asx.com.au/documents/resources/understandingwarrants.pdf](https://www.asx.com.au/documents/resources/understandingwarrants.pdf);
 - b. I/We acknowledge that I/we should read the Risk Disclosure Statement for Warrants Trading herein. I/we acknowledge that it is my/our responsibility to understand the risks outlined in clause 3 of this Division 4 of the Broker Agreement;
 - c. I/We am/are aware that a Warrant has a limited life and cannot be traded after its expiry date;
 - d. I/We am/are aware that Warrants do not have standardised terms of issue and acknowledge that it is my/our responsibility to understand the terms of issue of any Warrant in which I/we invest;
 - e. I/We am/are aware that Warrants may be changed after their initial issue. I/We acknowledge that it is my/our responsibility to become aware of any changes which may have been made to any Warrant in which I/we invest;
 - f. I/We am/are aware that admission to Trading Status by ASX of a Warrant does not imply that ASX or the Securities Exchanges Guarantee Corporation Limited gives any guarantee or warranty as to the viability of the Warrant Issuer or Guarantor;
 - g. I/We acknowledge that failure of the Warrant Issuer or the Guarantor (if applicable) to fulfil their obligations does not give rise to a claim against ASX, handling Member Participants or the Securities Exchanges Guarantee Corporations Limited; and
 - h. I/We acknowledge that the Broker reserves the right to decline on my/our behalf or accept my/our instructions for Warrants from the day the order or instruction was placed, for legitimate, prudential or regulatory reasons.

3. Risk Disclosure Statement

1. Understanding risks with trading Warrants	<p>This Division 4 of the Broker Agreement has not been prepared with your particular Financial Needs or situation in mind. Before trading Warrants, you should consider your objectives, financial situation and needs and seek professional advice about Warrants. You should not rely solely on the information provided by us when making financial decisions. You should rely on your own judgement, having regard to your own financial situation and any professional advice you receive.</p> <p>The ASX provides information explaining Warrants trading on their website asx.com.au. You should read the ASX "Understanding trading and investment warrants" booklet before investing in Warrants. You can get a copy of this booklet at asx.com.au/documents/resources/understandingwarrants.pdf. You can ask for a paper copy to be sent to you by contacting us.</p> <p>You need to consider carefully whether a particular Warrant suits your financial situation, investment objectives and needs. You should find out about comparable products that may be more suitable for you than Warrants.</p>
2. Disclosure documents	<p>Warrant Issuers must produce a disclosure document for a Warrant series. Disclosure documents contain information required for investors to assess the risks, rights and obligations associated with the Warrant, as well as the Warrant Issuer's capacity to fulfil its obligations. Generally, the disclosure document will take the form of a product disclosure statement (PDS) or a prospectus. The disclosure document will contain the terms of issue of a Warrant series. The terms are contractual rights and obligations of both the Warrant Issuer and the Warrant-Holder. In addition to these terms, the Issuer may have other obligations; for example, under the ASX market Integrity Rules.</p> <p>It is important that you read and understand the disclosure document before deciding to invest in a particular Warrant. It is possible that the Warrant was issued under conditions that varied from standard market practice. If so, the disclosure document will outline this.</p> <p>You can ask for disclosure documents from us at any time.</p>
3. Expiry of Warrants	<p>Warrants have a limited life span. On expiry, Warrants cannot be traded or exercised and it is possible your financial expectations may not be met.</p> <p>The value of Warrants erodes as the Warrant nears its expiry. As such, Warrants are a wasting asset and may be worthless when they expire. If so, you may have lost the total amount you paid for the Warrant and any associated transaction costs.</p>
4. Effect of leveraging	<p>Most Warrants offer some degree of leverage. This means that small changes in any of the variables influencing a Warrant's value can amount to large changes in the overall value of the Warrant. For example, a 5% rise or fall in the price of a security underpinning a Warrant may result in a 20% increase or decrease in the Warrant's value.</p>
5. Settlement	<p>The terms on which settlement of a Warrant must occur will always be outlined in the associated disclosure document.</p> <p>It is important to understand that Warrants can be settled either by cash or by physical delivery of the securities. Warrants are described as "deliverable" where the obligations of the buyer and the seller are settled by the "delivery" of the underlying share. Warrants are described as "cash settled" where the obligations of the buyer and seller are settled by the payment and receipt of a cash amount.</p> <p>If a Warrant-Holder does not exercise a deliverable Warrant that expires more than 5% in the money, then the holder of a deliverable Warrant may be entitled to an assessed value payment under provision 10.11.4 of Schedule 10 to the ASX Operating Rules.</p>

<p>6. Fractional Warrants</p>	<p>Fractional Warrants usually require more than one Warrant to be exercised in order to buy or sell one unit of the underlying security. Disclosure documents will detail the number of Warrants required to be exercised to be entitled to one unit of the underlying security.</p> <p>A fractional Warrant will have a lower market value than a standard equity Warrant with the same exercise price and maturity, which can be exercised on a one for one basis. For example, a four for one call Warrant (with a conversion ratio of four Warrants for one share) means that the Warrant-Holder has the right to buy one share by exercising four Warrants. If a non-standard number of fractional Warrants are exercised, the nearest standard number below that number will be exercised and an assessed value payment will be made for the residual Warrants.</p> <p>The market price of a four for one fractional Warrant could be expected to be approximately 25% of the standard equity Warrant. Values of sensitivity measures such as delta could also be expected to be approximately 25% of a standard equity Warrant.</p>
<p>7. Issuer Risk</p>	<p>While the ASX provides a platform on which Warrants can be traded, a Warrant is a private contract between the Issuer and Warrant-Holder. Warrant Issuers are not covered by margins or other forms of security lodged with the ASX. This exposes the Warrant-Holder to the risk that the Issuer will not perform its obligations. For this reason, you must make your own assessment of the risk associated with Warrants.</p> <p>To help you evaluate the ability of an Issuer to meet its obligations, the disclosure document contains information on the financial situation of the Issuer and Guarantor (if applicable). Some Issuers are listed on the ASX and provide this information to the market on a regular basis. Credit rating agencies such as Moody's or Standard & Poor's may also provide useful information.</p> <p>If a deliverable Warrant is exercised and the Issuer fails to fulfil its obligations within 20 business days or exercise, the investor may, by giving notice to the issuer, request an amount of liquidated damages calculated under provision 10.12.1 of Schedule 10 to the ASX Operation Rules.</p>
<p>8. Product risks</p>	<p>Warrants are issued over underlying securities, baskets of securities, an underlying index or a currency. Clients who purchase Warrants should be familiar with the mechanics of the two different types of Warrants – call and put Warrants – and the nature and extent of the risks associated with each.</p> <p>The value of a Warrant will depend on a range of factors, such as the exercise price, the price of the underlying security or the level of the underlying index, the volatility of the underlying security or the underlying index, the time remaining to the expiry date, interest rates, dividends and other factors and general risks applicable to financial markets. For more information on Warrants, you should call us and read the ASX publication, "Understanding Trading and Investment Warrants".</p>

9. Other general considerations

a. Risk-Reducing Orders or Strategies

The placing of orders that are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions like “straddle” positions may be riskier than taking simple “long” positions. Market conditions (for example, illiquidity or actions by the ASX or the issuer) may increase the risk of loss by making it difficult or impossible to close out existing positions.

b. Terms and conditions of contracts

Investors should refer to the disclosure documents to understand the terms and conditions of the relevant exchange trade Warrant contract.

c. Suspension or restriction of trading and pricing relationships

The Australian Securities and Investments Commission (ASIC) and the ASX have discretionary powers over the market and the clearing facilities. They have the power to suspend market operations or lift a market suspension, while the underlying securities can be placed in a trading half if the circumstances are appropriate. These bodies can restrict the exercise of securities, terminate an option position or substitute another underlying security (or securities), impose position limits or exercise limits or terminate contracts – all to ensure fair and orderly markets are maintained as far as practicable. These actions can affect an investor’s Warrant positions and the value of their investment.

d. Cash and property

You should familiarise yourself with the protections for money or other property you deposit for transactions, particularly in the event of a broker’s insolvency or bankruptcy. The extent to which you may recover money or property that you provide to your broker is governed by the Corporations Act and other legislation and rules. In certain circumstances, you may have a claim against the National Guarantee Fund.

e. Commissions and other charges

Before you give instructions to us to deal in any Warrants, you should obtain a clear explanation of all commissions, fees and other charges for which you may be liable.

f. Trading facilities

Trading on the ASX is conducted through an electronic trading platform. As with all such electronic platforms and systems, they are subject to failure or temporary disruption. If the system fails or is interrupted we may have difficulties in executing your order(s). An investor’s ability to recover certain losses in these circumstances will be limited, given the limits of liability imposed by the ASX. Any market disruption may mean a client is unable to deal in Warrants and a client may suffer a loss. Common examples of disruption include a fire or other exchange emergency. The ASX could declare an undesirable situation has developed in a particular Warrant and suspend trading. Exchanges or participants may also be able to cancel transactions under their operation rules.

Part C: Direct debit request service agreement

This Part C of the JBWere Multi-Asset Platform Agreement Core Terms and Conditions applies to any person who has made a direct debit and credit request. You have separate agreements with JBWere and WealthHub Securities on the terms of this Part C. However notices provided to WealthHub Securities may be provided to JBWere and JBWere receives them on behalf of WealthHub Securities. In this Part C: Direct Debit Request Service Agreement defined terms have the meanings set out below. To the extent of any inconsistency with terms defined in Part D of the JBWere Multi-Asset Platform Terms and Conditions, terms in this Part C prevail.

1. Definitions and interpretation

The following words have the following meanings:

'Account' means 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' means the agreement formed by our acceptance of the Direct Debit Request.

'Banking Day' means any day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

'Debit Day' means the day that payment by you to us is due.

'Debit Payment' means a particular transaction where a debit is made.

'Direct Debit Request' means the direct debit request attached to or accompanying this document.

'JBWere' means JBWere Limited ABN 68 137 978 360.

'Our', 'us' or 'we' means any debit user you have authorised by signing a Direct Debit Request.

'you' means the customer who signed the Direct Debit Request.

'your financial institution' is the financial institution where you hold the Account you have authorised us to arrange to debit.

'WealthHub Securities' means 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 the 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;
 - 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; and

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

- 7.4 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

Personal information that you provide on this form will be collected, used, disclosed and handled by JBWere Limited, WealthHub Securities Limited and other members of the NAB Group in the ways set out in:

- o the NAB Group Privacy Notification available at nab.com.au/privacynotification; and
- o the JBWere Privacy Notification and Privacy Policy available at jbwere.com/general/privacy

You should read the NAB Group Privacy Notification and the JBWere Privacy Notification and Privacy Policy.

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: Definitions and interpretation

1. Definitions

In the JBWere Multi-Asset Platform Core Terms and Conditions, these words have the following meanings unless the contrary intention appears.

Term	Definition
Account	An account in the JBWere Multi-Asset Platform 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 in the JBWere Multi-Asset Platform; an IDPS Account; 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 f. 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 the JBWere Multi-Asset Platform or any 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 (Cth)</i>, <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)</i>, applicable regulations, IDPS Policy and the Rules, and the rules, regulations, policies, Procedures, guides, guidance and similar requirements of any Approved Stock Exchange, International 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 include laws and regulations of any relevant jurisdiction and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).
Application Form	Any approved application form required for: <ul style="list-style-type: none"> opening an Account; or applying for a Service.
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.

Term	Definition
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.
ASX Settlement Operating Rules	Operating Rules made by ASX Settlement as in force from time to time.
Authorised Person	Means: <ol style="list-style-type: none"> a. in the JBWere Multi-Asset Platform Agreement, a Person appointed and authorised by you to represent you in accordance with clause 13 of Division 1 of the JBWere Multi-Asset Platform Agreement; and b. in the Broker Agreement, the JBWere Adviser appointed and authorised by you, 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 No. 230704 or such other entity that is procured by JBWere (and notified to you by JBWere) to provide trading and settlement services to you in respect of Financial Products traded on an Approved Exchange, excluding international securities, through the JBWere Multi-Asset Platform.
Broker Agreement	The agreement between you and the Broker on the terms and conditions set out in Part B of these JBWere Multi-Asset Platform Core Terms and Conditions, as amended in accordance with clause 9 of Division 1 of Part B from time to time.
Broker Financial Services Guide	The financial services guide issued by the Broker in relation to the Broking Services, as modified 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.
CHES	Clearing House Electronic Subregister System.
CHES Holding	An uncertificated holding of Financial Products on CHES for that class of Financial Products maintained by ASX Settlement.
CHES Sponsor	In relation to a Transaction, means the Person connected with the CHES system that registered the Transaction in CHES.

Term	Definition
CHESSE Sponsorship Agreement	CHESSE 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/MAP; • 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 JBWere or the Broker, as the case may be, 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.
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).
Custodian	Means: <ol style="list-style-type: none"> a. a custodian that JBWere may appoint from time to time; and b. where applicable, any sub-custodian appointed by the Custodian.
Custody Service	The custody service provided by us according to Division 5 of the JBWere Multi-Asset Platform Agreement. For the avoidance of doubt, this does not include custody that we provide through the IDPS.
Custody Service Deed	The deed dated 8 March 2013, establishing the custody service provided by JBWere as part of the IDPS.
Custody Portfolio	The assets held by us as custodian for you, including assets held for you in a: <ol style="list-style-type: none"> a. JBWere Discretionary Portfolio; or b. JBWere Managed Account Portfolio, but excluding assets held in the IDPS Portfolio.
Discretionary Portfolio	Has meaning given in the terms and conditions governing the JBWere Discretionary Service.
Direct Debit/Credit	Your authorisation to JBWere to arrange for funds to be debited from or credited to your Cash Account;
Electronic Trading Facility	An electronic facility by means of which trading in International Securities are made available by the Electronic Trading Facility Provider to JBWere.
Electronic Trading Facility Provider	A third party service provider appointed by the relevant International Stockbroker who makes the Electronic Trading Facility available to JBWere;
Exchange Traded Options	An option traded on the ASX.

Term	Definition
Event of Default	Any of the following events: <ul style="list-style-type: none"> a. you fail to make any payment or delivery under the JBWere Multi-Asset Platform Agreement; b. you fail to perform any of your obligations under the JBWere Multi-Asset Platform; c. you are, or become insolvent, bankrupt or unable to pay your debts as and when they fall due, having an administrator, receiver or liquidator appointed, or a similar event occurring; d. any representations or warranties made by you under the JBWere Multi-Asset Platform Agreement become incorrect, untrue or cease to be true in any material respect when made or repeated or deemed to have been made or repeated; or e. you admit that you are unable to, or intend not to, perform any of your obligations under the JBWere Multi-Asset Platform Agreement.
Fees and Charges	A fee and/or charge as set out: <ul style="list-style-type: none"> • in the Fees and Other Costs part of the JBWere Multi-Asset Platform Guide; • in the JBWere Multi-Asset Platform Financial Services Guide; • in the Broker's Financial Services Guide; • in the Rules including fail fees prescribed by the Rules; • on the Client Portal for any Service; or • 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.
Foreign Currency Account	<ul style="list-style-type: none"> • the "NAB Foreign Currency Account – Onshore" issued by NAB to the Custodian; or • such other deposit product issued by an authorised deposit-taking institution that we may make accessible from time to time, in which you may be able to instruct us to hold foreign currency amounts in connection with your IDPS Account.
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.
How to Guide	The document titled the 'JBWere Multi-Asset Platform How To Guide' prepared by JBWere, as amended, updated or replaced by JBWere from time to time.
IDPS	The investor directed portfolio service operated by JBWere as a Service under the JBWere Multi-Asset Platform.
IDPS Account	An Account relating specifically to the provision of the IDPS.
IDPS Contract	The contract relating to the IDPS comprised of the terms and conditions in: <ul style="list-style-type: none"> a. your Application Form accepted by JBWere; b. the Custody Service Deed; and c. the IDPS Terms and Conditions.
IDPS Policy	Class Order 02/294 and any other policy issued by the Australian Securities and Investments Commission in relation to investor directed portfolio services.

Term	Definition
IDPS Portfolio	The Financial Products, and any Cash Account, held on trust by JBWere for you through the IDPS.
IDPS Terms and Conditions	The terms and conditions set out in Division 2 of the JBWere Multi-Asset Platform Agreement.
Information	<p>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.</p> <p>This may include Account information, market information, news, updates, analyses, notifications, data and research materials relating to financial services and products.</p>
Insolvency	<p>A Custodian is Insolvent if:</p> <ol style="list-style-type: none"> it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or it is in liquidation, in provisional liquidation, under administration or wound up or has had a controller appointed to its property; or it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or it is otherwise unable to pay its debts when they fall due; or something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.
International Securities	Securities listed on an International Stock Exchange and includes debentures, stocks, bonds and shares but excludes options or futures contracts;
International Stockbroker	Any entity licensed to deal on International Stock Exchanges that JBWere or other agent of JBWere, may appoint on your behalf from time to time;
International Stock Exchange	Any stock exchange outside Australia nominated by JBWere from time to time as being a stock exchange on which JBWere will arrange for the execution and clearing of Transactions in accordance with this JBWere Multi-Asset Platform Agreement;
Investment Menu	The investment menu prepared by JBWere specifying all investments that are accessible through the JBWere Multi-Asset Platform, as amended, updated or replaced by JBWere from time to time.
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. 341 162, its officers, employees, agents and representatives.
JBWere Adviser	A representative of JBWere authorised to provide financial product advice and who you appoint to be your Authorised Person.
JBWere Cash Trust	The JBWere Cash Trust (ARSN 160 854 277), of which the responsible entity is MLC Investments Limited (ACN 002 641 661).

Term	Definition
JBWere Financial Services Guide	The financial services guide issued by JBWere in relation to the financial services provided by it in connection with the JBWere Multi-Asset Platform, as modified from time to time.
JBWere Multi-Asset Platform Core Terms and Conditions	This document titled the JBWere Multi-Asset Platform Core Terms and Conditions.
JBWere Multi-Asset Platform	The investment platform through which the Services are provided by JBWere and the Broker.
JBWere Multi-Asset Platform Agreement	The agreement between you and JBWere on the terms and conditions set out in Part A and Part D of these JBWere Multi-Asset Platform Core Terms and Conditions, as amended in accordance with clause 21 of Division 1 of the JBWere Multi-Asset Platform Agreement from time to time.
JBWere Multi-Asset Platform Guide	The JBWere Multi-Asset Platform and IDPS guide, prepared by JBWere, as amended, updated or replaced by JBWere from time to time.
Managed Account Portfolio	Has the meaning given in the terms and conditions governing the JBWere Managed Accounts.
Margin Lender	The authorised margin lender under the terms of the Margin Lending Agreement;
Margin Lending Agreement	The margin lending agreement between you and any authorised margin lender and, where you are a guarantor of a margin loan provided under a Margin Lending Facility where the loan has been provided to a third party borrower, it includes the guarantee and security you provide to the relevant authorised margin lender;
Margin Loan Account	An Account or sub-account opened by JBWere or the Custodian for you under the JBWere Multi-Asset Platform Agreement for the purposes of holding your assets to be secured under a Margin Lending Agreement;
Margin Lending Facility	A margin lending facility provided by the Margin Lender and linked to the Services on the terms of the Margin Lending Agreement;
Market	The market operated by the Market Operator under Australian Market Licence (Australian Securities Exchange Limited) 2002.
Market Operator	As defined in the ASIC Market Integrity Rules.
Market Participant	As defined in the ASIC Market Integrity Rules
Minimum Balance	The minimum Cash Account balance specified by JBWere from time to time.
MLCI	MLC Investments Limited ABN 30 002 641 661 AFSL 230705
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.
Non-Standard Asset	Any investment reported on through the JBWere Multi-Asset Platform approved by JBWere in writing which is not held by us as your custodian;
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.

Term	Definition
Portfolio	Means: <ol style="list-style-type: none"> a. the Financial Products that you invest in through the JBWere Multi-Asset Platform, including: <ol style="list-style-type: none"> i. the Custody Portfolio; ii. the IDPS Portfolio; and iii. 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.
Quarterly Report	A report containing information about: <ol style="list-style-type: none"> a. all transactions by or on behalf of you through the IDPS during the quarter; b. the quantity and value of assets held through the IDPS by you and corresponding liabilities at the end of the quarter (the value of financial assets being determined as the net market value, and the value of all other assets being the value shown in the books of the IDPS); and c. your revenue and expenses in relation to the IDPS and assets held through the IDPS by you during the quarter.
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 Multi-Asset Platform 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; • the ASIC Market Integrity Rules, and • any other Applicable Law.
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 the JBWere Multi-Asset Platform, including any of the following: <ol style="list-style-type: none"> a. the IDPS; b. Financial Product advice; c. an Advising Service; d. a Broking Service provided by the Broker; e. a trading and settlement service in International Securities provided by one or more International Stockbrokers; f. a Custody Service provided by JBWere through the Custodian; and g. an Additional Service.

Term	Definition
Service Provider	<p>A related or non-related service provider nominated by JBWere to provide a Service (where applicable).</p> <p>This can include the Broker, the Custodian, and other related entities of JBWere or any other third – party Service Provider.</p> <p>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 Multi-Asset Platform Agreement.</p>
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	<p>A facility in CHESS by which:</p> <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.
Trading Account	An account established in your name by the Broker for the purpose of providing Broking Services.
Transaction	<p>Means:</p> <ol style="list-style-type: none"> in Division 1 of the JBWere Multi-Asset Platform Agreement, a transaction described in paragraphs (b), (c) and (d) below; in Division 2 of the JBWere Multi-Asset Platform Agreement, a transaction through the IDPS; in Division 3 of the JBWere Multi-Asset Platform Agreement, a Financial Product transaction conducted through the Arranging Service; in Division 4 of this JBWere Multi-Asset Platform Agreement, a trade in International Securities conducted by the International Stockbroker and any foreign currency transaction that you have asked JBWere to arrange for you; 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 in Division 2 of the Broker Agreement, a CHESS Sponsored Holdings transaction conducted by the Broker.
Transfer	<p>A transfer of Financial Products from:</p> <ul style="list-style-type: none"> • a CHESS Holding to any other holding; and • any holding to a CHESS Holding.
us, we, our	<p>In:</p> <ul style="list-style-type: none"> • the JBWere Multi-Asset Platform Agreement, means JBWere; • the Broker Agreement, means the Broker (except in Division 4 of the Broker Agreement, in which case it has the meaning given in Division 4); 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.
Wholesale Client	Has the meaning given in Chapter 7 of the Corporations Act.

Term	Definition
Withdrawal Instructions	<p>Oral or written instructions you give the Broker to withdraw Financial Products from the Sponsored Holding, including:</p> <ul style="list-style-type: none"> • for Conversion of Financial Products in a Sponsored Holding to any other mode of holding; • to initiate a change of sponsorship for the Financial Products; • to endorse or initiate an Off – Market Transfer (being the movement of securities from one Trading Account to another) of the Financial Products; or • to accept a takeover offer for the Financial Products on your behalf.
you or your	<p>The Person(s) named as applicant on the Application Form to which JBWere provides the Services and, where relevant, includes any Authorised Person.</p> <p>For a company or body corporate, the meaning of ‘you’ and ‘your’ extends to include the directors and officers of the company.</p>

2. References to certain general terms

2.1 Unless the contrary intention appears, a reference in the JBWere Multi-Asset Platform 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.

2.2 Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the JBWere Multi-Asset Platform 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