Cash Hub and Foreign Exchange Terms and Conditions

FinClear

FinClear Cash Hub and Foreign Exchange –Terms and Conditions

Effective Date: 27 Aug 2026
Issued by: **FinClear Services Pty Ltd** ABN 60 136 184 962 | AFSL 338264
Level 8, 118 Mount Street, North Sydney NSW 2060
("FinClear", "we", "us", "our")

1. DEFINITIONS

ADI means Authorised Deposit-taking Institution.

Agreed Rate means the rate of interest you are entitled to receive, as agreed with your Nominated Representative.

AUD means Australian dollars.

Business Day means a day that is not a Saturday, Sunday or a public holiday in Sydney, New South Wales.

Cash Hub means the arrangement under which FinClear pays you a portion of interest that we earn on money which we hold on your behalf in our client money account[1]

Closing Balance means, in a Relevant Currency, the amount of your entitlement to cleared funds in the Clients' Segregated Account for that Relevant Currency at the end of each Business Day, as determined by FinClear.

Corporations Act means the *Corporations Act 2001* (Cth) and includes any regulations, instruments or rules made under that Act, as amended or replaced from time to time.

FinClear Nominated ADI means a bank or ADI appointed by FinClear. The following are currently FinClear Nominated ADIs:

AUD – Retail
- National Australia Bank Limited (**NAB**);
- J.P. Morgan Chase Bank, N.A. (Sydney Branch) (**JP Morgan**)*

** Retail funds are initially received into JP Morgan and swept to NAB in accordance with clause 2.5.*

Non-AUD Retail Funds
- J.P. Morgan Chase Bank, N.A. (Sydney Branch) (**JP Morgan**);
- Australia and New Zealand Banking Group Limited (**ANZ**); and
- MUFG Bank, Ltd (Sydney Branch) (**MUFG**).

FinClear may appoint additional or replacement ADIs, or establish other Clients' Segregated Trust accounts, from time to time.

Force Majeure means any event or circumstance beyond FinClear's reasonable control that prevents or delays it from performing its obligations, including acts of God, natural disasters, war, terrorism, civil unrest, strikes, system or network failures, and failures of third-party service providers.

FX Contract means a binding agreement formed when FinClear accepts an instruction to convert one Relevant Currency into another at an agreed Rate for settlement on a specified Value Date.

FX Services means foreign exchange transactions made in relation to funds held in Cash Hub executed by FinClear.

[1] Under the Corporations Act, we are required to pay money received from, or on behalf of, clients in a segregated trust account with a bank authorised as an authorised deposit-taking institution in Australia.

Nominated Bank Account means the external bank account in your own name that you have nominated in connection with Cash Hub. This account is your bank account for payments to and from Cash Hub.

Nominated Representative means your financial adviser or other nominated representative and includes any of their authorised representatives and any platform, trustee or responsible entity acting on your behalf, as the context requires.

Permitted Transaction has the meaning set out in clause 5.1.

Rate means the foreign currency exchange rate quoted by FinClear at the time an FX Contract is entered into and includes any Spread.

Regulator means (as relevant):

a) ASIC, AUSTRAC, the Commissioner of Taxation or the Office of the Australian Information Commissioner;

b) any other applicable government or governmental, semi-governmental, regulatory, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, whether foreign, federal, state, territorial or local;

c) any person (whether autonomous or not) who is charged with the administration of a Relevant Law; and

d) their successors.

Relevant Currency means AUD (Australian Dollar), USD (United States Dollar), CAD (Canadian Dollar), CHF (Swiss Francs) , DKK (Danish Krone), EUR (Euro), GBP (British Pound Sterling), HKD (Hong Kong Dollar), JPY (Japanese Yen), NOK (Norwegian Krone), NZD (New Zealand Dollar), SEK (Swedish Krona) and SGD (Singapore Dollar) with any other currencies available upon request.

Relevant Law means, as applicable:

a) any requirement of the Corporations Act, the *Australian Securities and Investments Commission Act 2001* (Cth), the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Privacy Act 1988* (Cth) and the Australian Privacy Principles in Schedule 1 of that Act and any other present or future law of the Commonwealth of Australia or any State or Territory or any foreign jurisdiction which a party must comply with or satisfy in order for a party to avoid a relevant penalty, detriment or disadvantage; and

b) any regulation, determination, proclamation, ordinance, by-law, authorisation, instrument, standard, ruling, judgement, order, decree, policy, circular or guideline (however described) made or issued under the requirements referred to in paragraph (a) or by any Regulator.

Retail Funds means funds determined in accordance with clause 2.4.

Spread means the difference between the wholesale exchange rate available to FinClear and the Rate offered to you.

Value Date means the agreed settlement date for an FX Contract (which may be T+0, T+1 or T+2 unless otherwise agreed).

2. HOW YOUR MONEY HIS HELD

2.1 You will be issued with a unique number comprising a BSB and Cash Hub account number (your **Cash Hub Details**) which you must use when transferring funds to, or giving instructions in relation to, Cash Hub. Payments that do not include the correct Cash Hub Details may not be allocated correctly or accepted.

2.2 All funds in Cash Hub will be held in a client money account in our name and we will deal with such funds in accordance with the Corporations Act.

2.3 Funds held in Cash Hub may be in one or more currencies (each a **Relevant Currency**)

2.4 Any instruction to withdraw or otherwise move money held in accordance with this Cash Hub agreement to which you are entitled must be:

a) provided by your financial adviser or other nominated representative (on your behalf) as permitted under these Terms (see clause 4 below); and

b) with respect to any Retail Funds, provided pursuant to a specific instruction by you to your financial adviser or authorised representative to implement that withdrawal or other movement.

(**Proper Instruction**).

2.5 When we receive funds for Cash Hub, we will initially pay that money into a client money account with JP Morgan. If those funds are Retail Funds (see below), you authorize us to transfer those funds to NAB (except to the extent that such funds are not immediately required to settle a transaction) and you direct us to effect that transfer.

*Funds will be **Retail Funds** if they are received in the name of:*

(i) an individual; or

(ii) two or more individuals, as a joint account; or

(iii) an individual or corporate trustee of a self-managed superannuation fund; or

(iv) a non-financial corporate entity, partnership or trust with an AUD Cash Hub balance of less than $2,000,000.00.

2.6 Non AUD funds will be held in a client money account in our name held at either JPM and/or MUFG (or another FinClear Nominated ADI appointed by FinClear) and you authorize FinClear to transfer such funds between the client money accounts maintained with one or more FinClear Nominated ADIs.

3. INTEREST ON BALANCES IN CASH HUB

3.1 You are entitled to interest at an interest rate agreed with your nominated financial adviser/representative (Agreed Rate). Interest at the Agreed Rate will be calculated daily based on your entitlement to cleared funds in Cash Hub for the Relevant Currency (your Closing Balance), based on the following formula (Calculation Formula):

<u>365 Day Count</u>

$$\text{Daily Interest Accrual} = \frac{\text{Agreed Return (\% p.a.)}}{365} \times \text{Closing Balance}$$

<u>360 Day Count</u>

$$\text{Daily Interest Accrual} = \frac{\text{Agreed Return (\% p.a.)}}{360} \times \text{Closing Balance}$$

Please refer to Schedule A Relevant Currency Detail Schedule for further details.

3.2 For details on the Agreed Rate, please contact your nominated financial adviser/representative.

4. NOMINATED REPRESENTATIVE INSTRUCTIONS AND USE OF FUNDS TO SETTLE TRANSACTIONS

4.1 Any instructions to us to withdraw or transfer money from Cash Hub must be provided by your Nominated Representative. We will only act on proper instructions received from this person.

4.2 You represent and warrant that your Nominated Representative has the authority to provide us with instructions with respect to your funds in Cash Hub.

4.3 Where your Nominated Representative is acting under a power of attorney or other authority granted by you, or a platform, trustee or responsible entity (and its authorised representatives) through which your participation in Cash Hub occurs, is authorised to act on your behalf, that authority extends to giving us instructions under this clause 4 and, without limitation, to acting on your behalf generally in relation to the Cash Hub and any related services. This includes providing instructions to deposit, withdraw, transfer or convert currency (including entering into FX Contracts), apply funds for settlement or investment, change banking or account details and provide your details to third party providers. We may rely on any such authority and instructions accordingly.

4.4 You acknowledge that we may withdraw and use your funds in Cash Hub to meet any obligations with respect to the settlement of transactions which we are responsible for settling, directly or indirectly, on your behalf.

4.5 If FinClear acts in accordance with the proper instructions provided by your Nominated Representative and those instructions contain an error, FinClear will not be responsible for any loss arising from that error. You should raise any such matter directly with your Nominated Representative.

4.6 If you revoke or change your Nominated Representative's authority, you must notify both your Nominated Representative and FinClear in writing immediately. Until FinClear receives that notice and has had reasonable time to act on it, FinClear may continue to rely on and act on instructions from your existing Nominated Representative.

4.7 You release and indemnify FinClear for any loss or claim arising from FinClear acting in good faith on instructions from your Nominated Representative, except to the extent caused by FinClear's fraud, negligence or willful misconduct.

4.8 FinClear may provide a commercial benefit to your financial adviser or other nominated representative in connection with your participation in the Cash Hub. Please contact your financial adviser or other nominated representative if you require further details.

5. USE OF FUNDS (PERMITTED TRANSACTIONS)

5.1 Permitted Transactions may be made to:

a) your Nominated Bank Account; or

b) a directly linked account of which you are the beneficial owner and/or a directly linked account as part of the administration, management and operation of your wealth journey or portfolio. This may include, but is not limited to:

- Settling of Australian exchange traded products;
- Settling of international exchange traded products;
- Settling of term deposits;
- corporate action participation (entitlement offers, share purchase plans);
- authorised bank account transfers to a duplicate trading or platform account (e.g., to clear fees or settle trades)
- pension payments;
- margin loan cash movements (funding / repayments consistent with facility terms);
- managed fund applications / subscriptions;
- investment payments (capital calls; unlisted fund / private asset investments);
- employee share / loan transactions (e.g., repay employee loan after share sale collateral release);
- option exercise funding (use of sale proceeds to cover strike cost);
- accountancy / professional fees;
- ASIC related payments;
- ATO payments (tax, instalments); and
- insurance premiums.

5.2 You must only make a Permitted Transaction for a lawful purpose. You must not request or authorise FinClear (through your Nominated Representative) to use or withdraw money from Cash Hub for any purpose other than for a Permitted Transaction.

5.3 FinClear is under no obligation to act on any instruction to withdraw funds from Cash Hub for non-Permitted Transactions, unless it has expressly agreed in writing. FinClear may impose additional conditions or verification requirements before acting on any such instruction.

6. FX CONVERSIONS

6.1 Your Nominated Representative may instruct us to effect the conversion of funds from one Relevant Currency into another Relevant Currency. To give effect to such an instruction, we may, acting ourselves or through a related entity, arrange the conversion.

6.2 Any conversion will be executed at the prevailing exchange rate determined by us at the time of execution (which rate may include a spread) and settled immediately through the debiting of the relevant amount of the sold Relevant Currency and the crediting of the relevant amount of the bought Relevant Currency (in each case, to the relevant client money account).

6.3 A conversion becomes binding on us once your Nominated Representative accepts the rate we quote. Rates are indicative and may be withdrawn before acceptance. We are not obliged to enter into a conversion, and are not bound by a conversion if there is a manifest or obvious error in the quoted rate.

6.4 You must ensure sufficient cleared funds are available in the Relevant Currency to settle a conversion. Conversions are provided only to facilitate the settlement of transactions and are not available for margin or leveraged trading.

6.5 FinClear will not be bound by an FX Contract where there is a manifest, obvious or material error in the Rate quoted or recorded, however arising (including technical, system or data feed errors, or human error). If FinClear determines, acting reasonably, that such an error has occurred, it may cancel or amend the FX Contract and re-quote at the correct prevailing Rate. FinClear will notify your Nominated Representative as soon as reasonably practicable, and any funds received in connection with a cancelled FX Contract will be returned or applied in accordance with your financial adviser's instructions.

7. CLOSING OR CHANGING THE CASH HUB

7.1 You may terminate your Cash Hub arrangement by contacting your Nominated Representative. FinClear will return any remaining balance to your Nominated Bank Account once all transactions and fees have been settled.

7.2 FinClear may suspend, restrict or terminate the agreement constituted by these Terms at any time, including where:

a) doing so is required or permitted by Relevant Laws or necessary to comply with FinClear’s legal, regulatory, or risk management obligations;
b) you are inactive;
c) you misuse Cash Hub, including for non-Permitted Transactions; or
d) the continued operation of Cash Hub is not appropriate.

FinClear will use reasonable endeavours to notify your Nominated Representative before or as soon as practicable after, taking action under this clause.

7.3 FinClear may close or vary Cash Hub by giving at least 90 days’ notice, or immediately if required by law.

7.4 If Cash Hub is terminated, any FX Contracts entered into prior to termination will remain binding and must be settled in accordance with their terms.

8. LIABILITY

8.1 To the extent permitted by law, FinClear is not liable for any loss arising from

(a) delays in processing transactions or FX Contracts;
(b) technical or system outages;
(c) delays, errors or failures of any bank, correspondent bank, payment system or other third-party service provider;
(d) compliance with any applicable law, regulatory requirement or lawful direction of a government authority; or
(e) any act or omission of your Nominated Representative where FinClear has acted in accordance with instructions provided by them

except to the extent such loss is caused by FinClear’s fraud, negligence or wilful misconduct.

8.2 FinClear is not liable for any indirect or consequential loss, including loss of profit, business opportunity, revenue, goodwill or anticipated savings.

8.3 Nothing in these Terms excludes or limits any liability that cannot be excluded under Relevant Law.

9. ACKNOWLEDGMENT

You may acknowledge and agree to these Terms electronically or in writing. By ticking the relevant box, providing electronic consent, or otherwise indicating your agreement, you confirm that you have read, understood and agree to be bound by these Terms.

Schedule A Relevant Currency Detail Schedule

Currency	**Day-count basis**	**Daily Interest Cut-Off Time (local)**	**Agreed Return Calculation Formula**
AUD (Australian Dollar),	ACT/365	11:59pm Sydney time	365 Day Count
USD (United States Dollar),	ACT/360	11:59pm Sydney time	360 Day Count
CAD (Canadian Dollar)	ACT/360	11:59pm Sydney time	360 Day Count
CHF (Swiss Francs)	ACT/360	11:59pm Sydney time	360 Day Count
DKK (Danish Krone)	ACT/360	11:59pm Sydney time	360 Day Count
EUR (Euro)	ACT/360	11:59pm Sydney time	360 Day Count
GBP (British Pound Sterling),	ACT/365	11:59pm Sydney time	365 Day Count
HKD (Hong Kong Dollar)	ACT/365	11:59pm Sydney time	365 Day Count
JPY (Japanese Yen)	ACT/365	11:59pm Sydney time	365 Day Count
NOK (Norwegian Krone)	ACT/360	11:59pm Sydney time	360 Day Count
NZD (New Zealand Dollar)	ACT/365	11:59pm Sydney time	365 Day Count
SEK (Swedish Krona)	ACT/360	11:59pm Sydney time	360 Day Count
SGD (Singapore Dollar)	ACT/365	11:59pm Sydney time	365 Day Count
Other currencies (on request)	As notified by FinClear	As notified by FinClear	As notified by FinClear

Notes

1. **Business Day & Holidays:** If it is not a business day in the Relevant Currency, the Closing Balance and interest calculation will be determined in accordance with the table above (or as otherwise notified by FinClear).
2. **Daylight Savings:** “Local time” includes applicable daylight savings changes in the Relevant Currency.
3. **Rounding:** Daily Interest Accrual may be rounded to the smallest unit of the Relevant Currency.