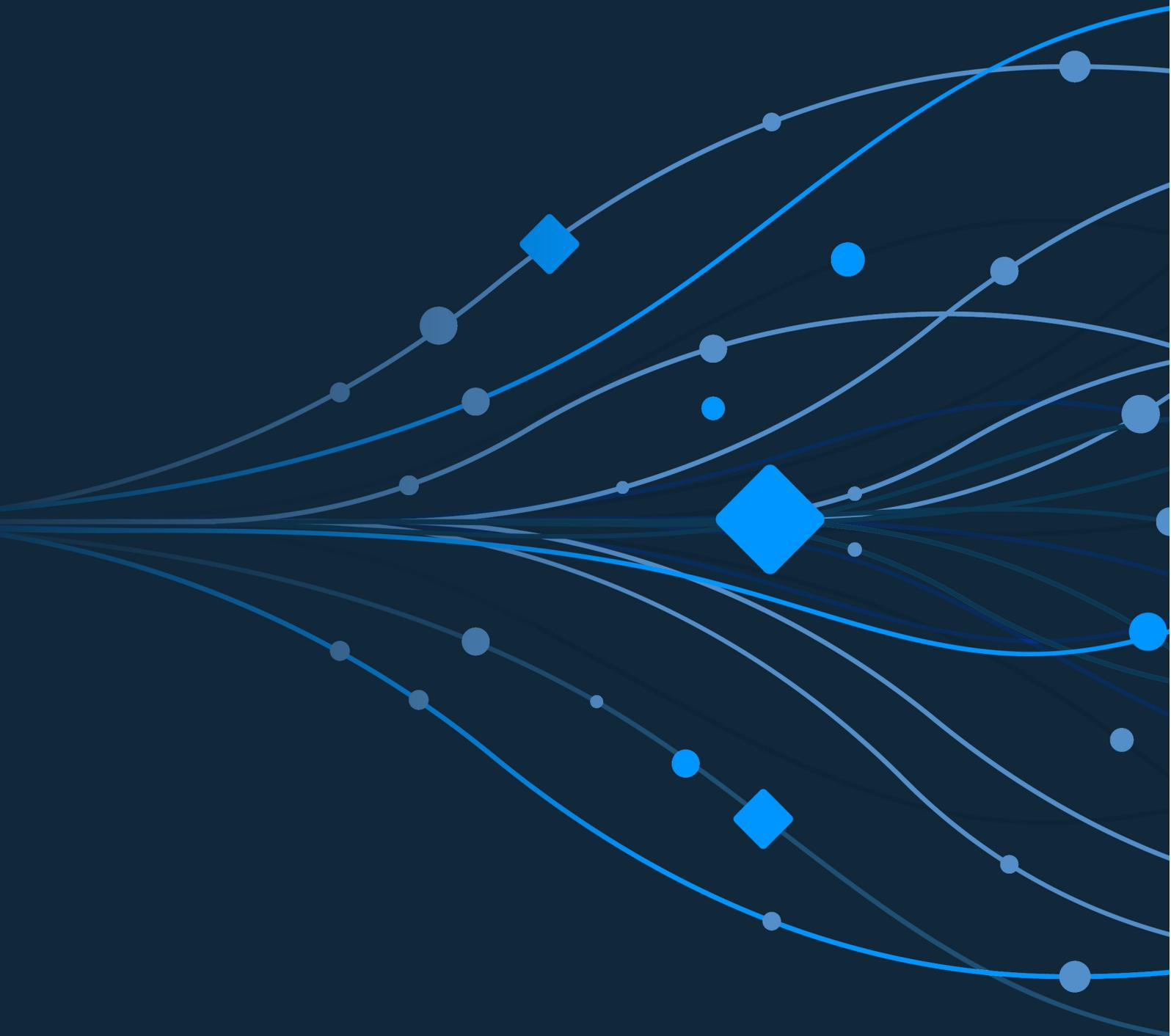


Cash Hub and Foreign Exchange Terms and Conditions



FinClear Cash Hub and Foreign Exchange –Terms and Conditions

Effective Date: 5th March 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 Return is the rate of interest that FinClear agrees to pay you on your Closing Balance.

Agreed Return Calculation Formula means the following calculation:

365 Day Count

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

360 Day Count

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

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

Agreed Return Distribution Rules means the rules governing the payment of interest, which require FinClear to distribute interest for the preceding calendar month on the first Business Day of each calendar month, subject to any uncontrollable delays, whether caused by Force Majeure or other external factors or third-party causes that cannot be attributed to FinClear. In such cases, FinClear will employ best endeavours to complete the interest distribution within 3 Business Days of the scheduled date.

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 pursuant to which FinClear agrees to pay you an Agreed Return on your Closing Balance. FinClear may make the Cash Hub available with respect to Relevant Currencies.

Clients' Segregated Trust Account means a trust account established and operated by FinClear with a FinClear Nominated ADI in accordance with section 981B of the Corporations Act in connection with Cash Hub.

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.

Converted Funds means funds converted pursuant to an FX Contract.

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.

Eligible Purpose means for the purpose of executing a Permitted Transaction.

FinClear Group means any subsidiary of FinClear Holdings Ltd ABN 53 628 360 323 and includes but is not limited to FinClear24 Pty Ltd ACN 607 140 027, FinClear Services Pty Ltd ABN 136 184 962, FinClear Pty Ltd ACN 63 607 164 714, FinClear Execution Ltd ABN 061 751 102, Transact 1 Pty Ltd N616 510 091, FinClear Technology Pty Ltd ACN 628 725 191.

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

AUD – Retail (see cl 3.5)

- National Australia Bank Limited (**NAB**);

Other currencies and Non-AUD Retail Funds

- J.P. Morgan Chase Bank, N.A. (Sydney Branch) (**JPM**);
- 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 or a FinClear Group entity.

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.

Permitted Transaction has the meaning set out in clause 7.1.

Proper Instruction has the meaning set out in clause 3.4.

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 3.6.

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. Provision of Financial Services

- 2.1 FinClear may, from time to time or as requested by your financial adviser or other nominated representative acting on your behalf, provide financial services to you, including, but not limited to, clearing and settling financial transactions, arranging for investments in various financial products, providing FX Services, and arranging for a selection of deposit products including the Transact 1 Cash Management Fund.
- 2.2 Cash Hub is only available in respect of funds paid to FinClear in connection with an Eligible Purpose.

3. Clients' Segregated Trust Accounts - How Your Money is Held

- 3.1 You acknowledge that:
 - a) FinClear may only accept money into Cash Hub where it receives money from you, or from another person for your benefit, in connection with an existing or contemplated Eligible Purpose.
 - b) You acknowledge and agree that Cash Hub involves the operation of one or more Clients' Segregated Trust Accounts. FinClear will hold and deal with client money in accordance with the requirements of the Corporations Act.
 - c) As required by the Corporations Act, funds held in Cash Hub will be held in one or more Clients' Segregated Trust Accounts in FinClear's name with a FinClear Nominated ADI.
- 3.2 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.
- 3.3 You acknowledge and agree that:
 - a) FinClear is not an ADI and the Cash Hub is not itself a bank account;
 - b) Funds held in Cash Hub are not covered by the Australian Government's Financial Claims Scheme or any other deposit guarantee or insurance arrangement;
 - c) FinClear does not accept cash or cheque deposits into Cash Hub;
 - d) Cash Hub does not provide ATM access, branch access, card access or any over-the-counter services; and
 - e) All deposits, withdrawals and transfers of funds in Cash Hub must be made electronically in accordance with these Terms.
- 3.4 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).

- 3.5 Money accepted by FinClear will initially be deposited into a Clients' Segregated Account at JPM. If the funds are:
 - a) not immediately required to settle a transaction on your behalf; and
 - b) in AUD and qualify as Retail Funds, FinClear will transfer those Retail Funds to the Clients' Segregated Trust Account at NAB as soon as reasonably practicable following receipt.
- 3.6 For the purpose of clause 3.5, funds will be Retail Funds if they are funds received for a FinClear account in the name of:
 - a) an individual; or
 - b) two or more individuals, as a joint account; or
 - c) an individual or corporate trustee of a self-managed superannuation fund (**SMSF**); or
 - d) a non-financial corporate entity, partnership or trust with an AUD Cash Hub balance of less than \$2,000,000.00.

Note: This definition of Retail Funds is used solely to determine how client funds are held and administered under the Cash Hub service (and is used regardless of whether the account is for a "retail client" or "wholesale client" within the meaning of the Corporations Act).

- 3.7 Funds in a Relevant Currency other than AUD will be held in a Clients' Segregated Account at either JPM and/or MUFG (or another FinClear Nominated ADI appointed by FinClear) and FinClear may transfer such funds between Clients' Segregated Accounts maintained with one or more FinClear Nominated ADIs.

4. Authorisation of Your Financial Adviser or Other Nominated Representative

- 4.1 You authorise your financial adviser or other nominated representative (and any of their authorised representatives) to act on your behalf by giving us Proper Instructions in connection with Cash Hub and any FX Services provided in connection with it. This includes Proper Instructions to deposit, withdraw, transfer, convert currency (including entering into FX Contracts) apply funds for settlement, investment or other Permitted Transactions and provide your details to third party providers.
- 4.2 Where your participation in Cash Hub is through a platform, trustee or responsible entity, you acknowledge and agree that such entity (and its authorised representatives) may provide a Proper Instruction to FinClear (directly or through your financial adviser) on your behalf, and FinClear may rely on those instructions in accordance with this clause 4.
- 4.3 FinClear is entitled to rely on any instruction or communication it receives from your financial adviser or other nominated representative as a Proper Instruction and given directly by you. FinClear is not required to confirm any instruction with you before acting and may rely on them unless it has actual knowledge that the instruction is unauthorised. FinClear is not required to verify whether an instruction from your financial adviser or other nominated representative relates to an Eligible Purpose or Permitted Transaction.
- 4.4 Where permitted under Relevant Law, any confirmation, statement or other communication relating to the Cash Hub or FX Services may be provided to your financial adviser or other nominated representative (on your behalf). You authorise FinClear to rely on your financial adviser or other nominated representative to review the accuracy of any such confirmation, statement or communication and to notify FinClear of any discrepancies. In the absence of such notification, FinClear may rely on its records as being correct.
- 4.5 If FinClear acts in accordance with a Proper Instruction 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 financial adviser or nominated representative.
- 4.6 You agree to immediately notify both your financial adviser or other nominated representative and FinClear in writing if you revoke or change your financial adviser or other nominated representative's authority. FinClear may continue to rely on your financial adviser or other nominated representative to receive your instructions until it has received and had reasonable time to act on such notice.
- 4.7 You release and indemnify FinClear for any loss or claim arising from FinClear acting in good faith on instructions from your financial adviser or other nominated representative or their authorised representatives, 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. Authorisations and Directions to FinClear

- 5.1 Through your financial adviser or other nominated representative, you authorise and direct FinClear to:
- pay money received from you in connection with Cash Hub into a Clients' Segregated Account;
 - in response to any Proper Instruction to execute and settle a Permitted Transaction, withdraw funds from Cash Hub to settle the Permitted Transactions and to pay fees and charges in relation to a Permitted Transaction;
 - other than with respect to any Retail Funds, move or transfer money held for you between Clients' Segregated Trust Accounts including, for example, to administer and settle your Permitted Transactions or the management of Cash Hub;
 - change personal details (where instructed by the financial adviser or other nominated representative) including your Nominated Bank Account; and
 - return money to your Nominated Bank Account when instructed by you through your financial adviser or other nominated representative.
- 5.2 You must ensure that sufficient cleared funds are available (in Cash Hub or otherwise) to settle your transactions. FinClear is not responsible for any delay or failure to settle a transaction because of insufficient funds.

- 5.3 All withdrawals from Cash Hub must be paid to your Nominated Bank Account or as otherwise directed by you or as permitted by law. Your Nominated Bank Account for deposits to and withdrawals from the Cash Hub must be held in the same name that you provide when agreeing to use Cash Hub. If you jointly participate in Cash Hub, the Nominated Bank Account must also be in the same joint names.
- 5.4 FinClear may decline or delay processing any deposit, withdrawal or FX instruction, where FinClear reasonably considers the instruction to be invalid, including (without limitation) where:
- the Nominated Bank Account details do not match the name(s) of the Cash Hub user/s;
 - there are insufficient cleared funds to settle the instruction (including an FX Contract);
 - further verification is required to comply with FinClear's legal, regulatory or risk management obligations; or
 - the instruction is not a Proper Instruction.
- 5.5 FinClear reserves the right to monitor all client activity for compliance with these Terms and Relevant Laws, including its obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
- 5.6 You consent to FinClear conducting ongoing verification and due diligence, including screening of transactions and identities against applicable sanctions lists, PEP registers, and transaction monitoring programs.
- 5.7 FinClear may delay, freeze, or refuse to process any transaction or instruction where it reasonably believes that doing so is necessary to comply with AML/CTF laws or to prevent fraud or misuse of Cash Hub.
- 5.8 Where required by Relevant Laws, FinClear may report suspicious matters to AUSTRAC or other relevant authorities without notice to you.

6. Your Representations

You represent and warrant that:

- you are authorised to use and transfer the funds held in Cash Hub;
- the funds are not derived from unlawful activity; and
- entering into an FX Contract or using Cash Hub does not breach any applicable law or any obligation binding on you.

7. Use of Funds (Permitted Transactions)

7.1 Permitted Transactions may be made to:

- your Nominated Bank Account; or
- 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.

7.2 You must only make a Permitted Transaction for a lawful purpose. You must not request or authorise FinClear (or your financial adviser or other nominated representative) to use or withdraw money from Cash Hub for any purpose other than an Eligible Purpose or a Permitted Transaction.

7.3 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.

8. Interest (Agreed Return)

- 8.1 FinClear retains all interest earned on its Clients' Segregated Trust Accounts, including (for the avoidance of doubt) any interest earned on funds pending settlement of an FX Contract. Separately, FinClear will pay you the Agreed Return.
- 8.2 The rate of Agreed Return is solely determined by FinClear and is not linked to the amount of interest FinClear receives or may receive on balances in its Clients' Segregated Trust Accounts. The payment of any Agreed Return is funded by FinClear from its own resources.
- 8.3 FinClear may vary the Agreed Return at any time by giving your financial adviser or other nominated representative, a written notice. Unless otherwise stated, any change to the Agreed Return will take effect from the date of the notice.
- 8.4 The current rate of Agreed Return is calculated in accordance with the Agreed Return Calculation Formula and the payment of the Agreed Return is made in accordance with the Agreed Return Distribution Rules.
- 8.5 Any Agreed Return you receive may be taxable income which may attract tax consequences. This is dependent on your personal circumstances and you should seek advice from a tax professional if necessary. There may be other applicable taxes to consider. You are fully responsible for any tax liabilities that may arise from your receipt of any Agreed Return.
- 8.6 If you do not provide your Tax File Number to FinClear, you may be subject to higher withholding tax on interest when it is paid. The amount withheld will be paid to the Australian Taxation Office.

9. Currency and Cash Management Options

By agreeing to these Terms, you authorise and consent to FinClear supporting multiple currencies within Cash Hub and, where instructed by you through your financial adviser or other nominated representative, holding or converting your funds to a foreign currency in connection with one or more Permitted Transactions.

9.1 Provision of FX Services

FinClear may, acting through itself or a FinClear Group entity, arrange FX Services for the conversion of funds from one Relevant Currency into another Relevant Currency in connection with a Permitted Transaction. FinClear is not obliged to enter into any FX Contract and may decline to provide FX Services in accordance with these terms.

9.2 Nature of FX Contracts

An FX Contract becomes legally binding when your financial adviser or other nominated representative accepts a Rate quoted by FinClear. Rates are indicative only until accepted and are time-sensitive.

Each FX Contract constitutes a separate binding agreement incorporating these Terms.

9.3 No Margin or Speculative Trading

FX Services are provided solely to facilitate Permitted Transactions. FinClear does not provide margin trading, leveraged FX products or speculative trading facilities.

9.4 Rates and Spread

You acknowledge and agree that any FX Services provided by FinClear or a FinClear Group entity will be at prevailing exchange rates determined at the time of execution, which may include a spread between wholesale and client rates

Rates are indicative only until accepted and are time-sensitive. FinClear does not guarantee the availability of any particular currency or any specific exchange rate and may withdraw or requote a Rate at any time prior to acceptance.

9.5 Mistakes

FinClear will not be bound by an FX Contract where there is a manifest, obvious or material error in the Rate quoted or recorded, including (without limitation) any error arising from technical malfunction, system outage, data feed error, transmission failure, or human error.

If FinClear determines, acting reasonably, that such an error has occurred, FinClear may cancel or amend the FX Contract and re-quote the transaction at the correct prevailing Rate at the time the error is identified. FinClear will notify your financial adviser or other nominated representative as soon as reasonably practicable.

Where an FX Contract is cancelled under this clause, any funds received in connection with that FX Contract will be returned or applied in accordance with your financial adviser's instructions.

9.6 Settlement

You must ensure sufficient cleared funds are available in your Cash Hub to settle each FX Contract on or before the Value Date. Failure to do so may result in cancellation or adjustment of the FX Contract and recovery of any costs reasonably incurred by FinClear.

Settlement of an FX Contract will occur through your Cash Hub in the applicable Relevant Currency.

10. Closing or Changing the Cash Hub

- 10.1 You may terminate your Cash Hub arrangement by contacting your financial adviser or other nominated representative. FinClear will return any remaining balance to your Nominated Bank Account once all transactions and fees have been settled.
- 10.2 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 financial adviser or other nominated representative before or as soon as practicable after, taking action under this clause.

- 10.3 FinClear may close or vary Cash Hub by giving at least 90 days' notice, or immediately if required by law.
- 10.4 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.

11. Liability

11.1 General

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 financial adviser or other 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.

11.2 Consequential Loss

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

11.3 Non-Excludable Liability

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

12. Nature of Services (No Advice)

FinClear provides Cash Hub and any FX Services on an execution-only basis. FinClear does not provide personal advice and does not make any recommendation or express any opinion that is intended to influence you in making a decision in relation to Cash Hub, FX Services or any financial product.

Any information provided by FinClear is general information only and does not take into account your objectives, financial situation or needs. You should obtain advice from your financial adviser or other nominated representative before making any decision in relation to Cash Hub or FX Services.

13. Privacy and Data Use

FinClear collects and uses your personal information to operate Cash Hub and meet its legal and regulatory obligations (for example, under AML/CTF and sanctions laws). Our Privacy Policy at www.finclear.com.au explains how we handle your information and your rights to access and correct it.

By agreeing to these terms and conditions, you authorise FinClear to provide current and historical account and transactional data for your account by electronic file to a third party, such as a self-managed super fund administrator. For this purpose, data may be provided to a software vendor or a third party that is located overseas.

14. Acknowledgement

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	<u>365 Day Count</u>
USD (United States Dollar),	ACT/360	11:59pm Sydney time	<u>360 Day Count</u>
CAD (Canadian Dollar)	ACT/360	11:59pm Sydney time	<u>360 Day Count</u>
CHF (Swiss Francs)	ACT/360	11:59pm Sydney time	<u>360 Day Count</u>
DKK (Danish Krone)	ACT/360	11:59pm Sydney time	<u>360 Day Count</u>
EUR (Euro)	ACT/360	11:59pm Sydney time	<u>360 Day Count</u>
GBP (British Pound Sterling),	ACT/365	11:59pm Sydney time	<u>365 Day Count</u>
HKD (Hong Kong Dollar)	ACT/365	11:59pm Sydney time	<u>365 Day Count</u>
JPY (Japanese Yen)	ACT/365	11:59pm Sydney time	<u>365 Day Count</u>
NOK (Norwegian Krone)	ACT/360	11:59pm Sydney time	<u>360 Day Count</u>
NZD (New Zealand Dollar)	ACT/365	11:59pm Sydney time	<u>365 Day Count</u>
SEK (Swedish Krona)	ACT/360	11:59pm Sydney time	<u>360 Day Count</u>
SGD (Singapore Dollar)	ACT/365	11:59pm Sydney time	<u>365 Day Count</u>
Other currencies (on request)	As notified by FinClear	As notified by FinClear	As notified by FinClear

Notes

- 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).
- Daylight Savings:** "Local time" includes applicable daylight savings changes in the Relevant Currency.
- Rounding:** Daily Interest Accrual may be rounded to the smallest unit of the Relevant Currency.