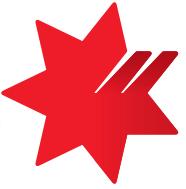


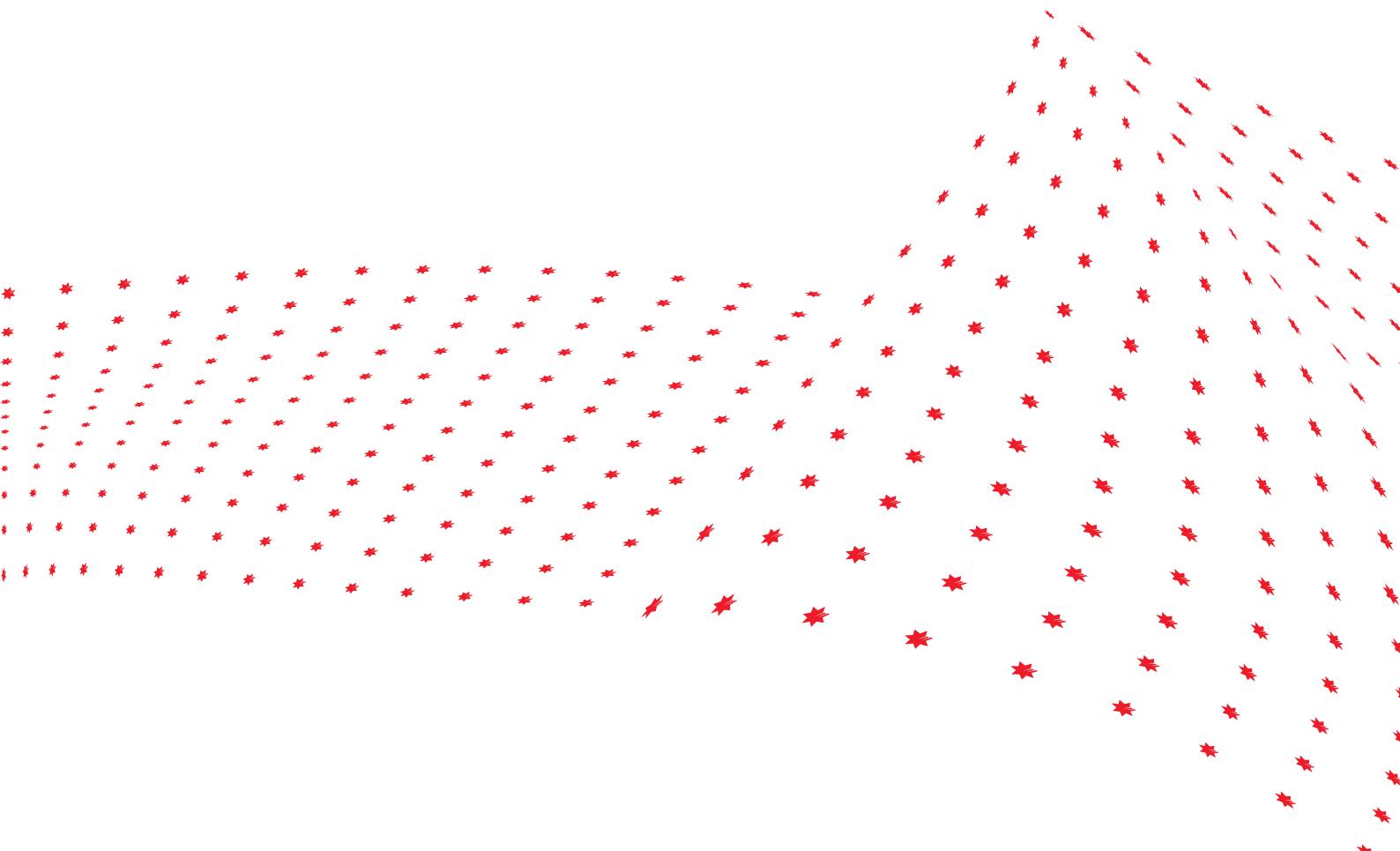
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NAB Platform Term Deposit

Terms and Conditions

31 October 2023



General Information

Issuer and contact details

The following terms and conditions are issued by National Australia Bank Limited (NAB, we or us) ABN 12 004 044 937 AFSL 230686.

The terms and conditions provide general information relating to the offer of the NAB Platform Term Deposit. You should read the terms and conditions and speak to your adviser or Platform Operator before making a decision to invest in the NAB Platform Term Deposit.

The date of this document is 31 October 2023.

Australian distribution only

These terms and conditions are intended for distribution in Australia only. Receipt of it in jurisdictions outside of Australia may be restricted by local law. Anyone who comes into possession of these terms and conditions, who is not in Australia, should seek advice. If you are in Australia and have received it electronically, you can get a paper copy on request, without charge, by calling NAB on 1800 652 669.

General information only

The information set out in this document is general in nature and does not take into account your particular objectives, financial situation or needs. Before acting on this information, consider its appropriateness with regard to your objectives, financial situation and needs. You should carefully read and consider all of the information in these terms and conditions and seek independent financial, legal and tax expert advice before making a decision about whether or not an investment in a NAB Platform Term Deposit is suitable for you.

Telephone recording

Calls to, or from, your NAB representative are recorded to assist NAB with its dispute resolution process.

Platforms

A Platform enables investors to select various investment options, including NAB Platform Term Deposits. It also records and provides reports on their investment values on an ongoing basis in a consolidated investment report. Examples of the types of Platform(s) include: Investor Directed Portfolio Service, Superannuation Funds, Master Trusts and Wrap Accounts.

NAB authorises the use of these terms and conditions as disclosure if you choose to invest in a NAB Platform Term Deposit through a Platform.

Financial Claims Scheme

The NAB Platform Term Deposit is a product that is subject to the Australian Government's Financial Claims Scheme under the Banking Act.

The Financial Claims Scheme provides a guarantee of funds deposited with an Authorised Deposit-taking Institution (ADI) such as NAB. In the event that an ADI becomes insolvent, only the Platform Operator may be eligible to claim the amount of their deposits with that ADI from the Scheme. Payments under the Scheme are subject to a limit for each depositor. For more information regarding the Scheme, contact the APRA hotline on 1300 55 88 49 or see the APRA website at apra.gov.au.

Indirect Investors in Platforms may not be directly eligible under the Financial Claims Scheme as they do not have an account directly with NAB. Indirect Investors in Platforms should contact their adviser or Platform Operator for queries relating to their investment.

Definitions

Capitalised terms used in these terms and conditions are defined in the glossary in section 5 of these terms and conditions.

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Section 1 What is a NAB Platform Term Deposit?

A NAB Platform Term Deposit is a fixed-rate, fixed-term investment that provides a secure return on funds for an agreed term.

The NAB Platform Term Deposit is a term deposit NAB makes available to Platform providers. Generally, the Platform Operator or their nominated custodian will hold the deposit in trust on your behalf via the Platform.

The Platform Operator or their nominated custodian will be legally recorded as the investor in respect of the NAB Platform Term Deposit and will be the person who exercises the rights and receives the benefit of a holder of a NAB Platform Term Deposit. You will receive information relating to the NAB Platform Term Deposit from your Platform Operator in accordance with their offer.

When you invest in a NAB Platform Term Deposit, your investment may be subject to different conditions set by your Platform Operator from those set out in these terms and conditions, particularly in relation to:

- Minimum investment amounts
- Range of terms offered
- Fees and expenses
- Transferring your investment in a NAB Platform Term Deposit
- Receipt of Principal at Maturity
- Frequency of interest payments
- Early withdrawal and reduction of return

How it works

You should contact your adviser or Platform Operator for queries relating to your investment.

Why would you consider a NAB Platform Term Deposit?

The NAB Platform Term Deposit can be a solution for investors who are seeking a fixed-rate return for an agreed period of time.

What are the NAB fees and charges?

There are no establishment, transaction or service fees payable on a NAB Platform Term Deposit.

What is the Term?

NAB offers terms ranging from 31 days to five years, but you should refer to the Platform Operator's Guide for information in relation to the NAB Platform Term Deposits offered on your Platform.

RETAIL INVESTOR

- Investor applies via Platform Operator disclosure document and deposits funds into Platform cash account
- Investor selects NAB Platform Term Deposit investment option

PLATFORM OPERATOR

- Provides Investor with information on NAB Platform Term Deposit
- Purchases NAB Platform Term Deposits and accounts for all transactions on Investor's behalf

NAB PLATFORM TERM DEPOSIT

- Platform Operator purchases NAB Platform Term Deposits on behalf of Investor
- NAB confirms purchase of NAB Platform Term Deposits to Platform Operator

Section 2 Product Features

The NAB Platform Term Deposit provides the certainty of a term deposit offered through your preferred Platform provider.

Feature	Summary
Minimum opening and ongoing account balance	Minimum opening and ongoing balances apply to the NAB Platform Term Deposit. Refer to the Platform Operator for details.
Interest rate	The interest rate which applies to your NAB Platform Term Deposit is the rate quoted to you by your Platform Operator.
Interest payments	Calculated daily. Refer to the Platform Operator's Guide for information in relation to the frequency of interest payments.
Terms	31 days to 5 years.
Early withdrawal	The NAB Platform Term Deposit is designed to be held until Maturity. Early withdrawals of either part or all of your term deposit amount prior to Maturity is permitted, subject to NAB receiving a minimum of 31 days' notice from the Platform Operator. In all other circumstances, early withdrawal requests must be approved by the Platform Operator and agreed to by NAB at its discretion. Any requests for immediate withdrawal will be subject to meeting financial hardship and will be considered at NAB's discretion. Early withdrawal of your NAB Platform Term Deposit may result in a reduction in the amount of interest earned on the amount withdrawn to offset the costs to NAB.
Statements	You will receive reports from the Platform Operator, not NAB. Enquiries should be directed to the Platform Operator.
How do I apply?	You should review the Platform Operator's Guide for information on how to invest in a NAB Platform Term Deposit. You must complete the documents that your Platform Operator requires.
Fees and charges	There are no establishment, transaction fees or monthly fees payable for a NAB Platform Term Deposit.

Section 3 Key Benefits and Risks

You should consider the benefits and risks below and speak with your financial adviser to determine if investment in a NAB Platform Term Deposit is right for you.

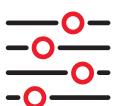
Key Benefits



Stability – as the interest rate is known for the life of the product, you can plan your financial affairs more easily.



Certainty – the interest rate is locked in at commencement of your NAB Platform Term Deposit.



Diversification – the product may assist with adding fixed-interest diversification to your investment portfolio.

Key Risks



Market risk – interest rates may not move in accordance with your views at the time of establishing your NAB Platform Term Deposit.



Early withdrawal – early withdrawal of your NAB Platform Term Deposit requires at least 31 days' notice and may result in a reduction in interest earned on the withdrawn amount. Immediate withdrawal is subject to meeting financial hardship or other circumstances approved by the Platform Operator and agreed to by NAB at its discretion.



Section 4 Terms and Conditions

1 NAB Platform Term Deposit – Terms and Conditions

1.1 Terms

NAB offers terms ranging from one month to five years for the Platform Term Deposit. Refer to the Platform Operator's Guide for information on what terms are available on your Platform.

1.2 Minimum balance

A minimum opening and ongoing balance applies to NAB Platform Term Deposits. Refer to the Platform Operator for details. If an early prepayment would result in the deposit being less than the minimum ongoing balance, NAB may close your term deposit account and repay early the whole deposit amount.

1.3 Applying for a NAB Platform Term Deposit

You should review the Platform Operator's Guide for information on how to invest in a NAB Platform Term Deposit. You must complete the documents that your Platform Operator requires.

An Indirect Investor does not become a deposit holder with NAB for a NAB Platform Term Deposit. It is the Platform Operator that invests for you and so has the rights of an investor. The Platform Operator can exercise these rights of a deposit holder and investor or decline to exercise them on your behalf, according to the arrangements governing the platform.

1.4 Initial deposit

The NAB Platform Term Deposit requires a one-off deposit of the agreed minimum amount upon Commencement. Refer to your Platform Operator's Guide for more information.

1.5 Deposits made on a non-banking day

Any deposit made on a non-banking day is treated as having been made on the next Banking Day and will be recorded on your confirmation advice as having occurred on that next Banking Day.

1.6 Fees and charges

There are no establishment, transaction fees or monthly fees payable for a NAB Platform Term Deposit. The Platform Operator may charge other fees and charges applicable to the Platform (refer to the Platform Operator's Guide).

1.7 Interest rate

The interest rate which applies to your term deposit is the rate quoted to you by your Platform provider and accepted by you at the time of application. This interest rate is fixed for the duration of your term deposit.

1.8 Interest payments

Interest on your term deposit is calculated daily. Refer to the Platform Operator's Guide for information in relation to the frequency of interest payments.

1.9 Early withdrawal

The NAB Platform Term Deposit is designed to be held until maturity.

Early withdrawals of either part or all of your term deposit amount prior to Maturity is permitted, subject to NAB receiving a minimum of 31 days' notice from the Platform Operator. In all other circumstances, early withdrawal requests must be approved by the Platform Operator and agreed to by NAB at its discretion. Any requests for immediate withdrawal will be subject to meeting financial hardship and will be considered at NAB's discretion. Early withdrawal of your term deposit may result in a reduction in the amount of interest earned on the amount withdrawn to offset the costs to NAB.

1.10 Prepayment costs

If you withdraw a part or all of the term deposit before Maturity, regardless of whether you provide advanced notice, interest will be reduced on the amount you withdraw. The reduction will be based on the proportion of the term remaining according to the percentages shown below:

Percentage of term remaining	Percentage of interest paid
0% to less than 20%	80%
20% to less than 40%	60%
40% to less than 60%	40%
60% to less than 80%	20%
80% to less than 100%	10%



Example for full prepayment (interest paid at maturity)

For a \$100,000 Term Deposit lodged for 12 months at 3% interest paid at maturity, fully prepaid after 200 days (almost 7 months):

- Accrued interest at time of prepayment
= \$1643.84 (\$100,000.00 x 3.00% x 200/365 days)
- 45.2% of the term remains (165 of 365 days)
- According to the above table, 40% interest is payable
= \$657.74 (\$1643.84 x 40%) i.e. Prepayment cost
= \$986.30 (\$1643.84 - \$657.74)
- Amount to be prepaid to you: \$100,657.74



Example for part prepayment (interest paid at maturity)

For a \$100,000 Term Deposit lodged for 12 months at 3% interest paid at maturity, \$70,000 prepaid after 200 days (almost 7 months):

- Accrued interest at time of prepayment
= \$1643.84 (\$100,000.00 x 3.00% x 200/365 days)
- Interest earned on \$70,000 at time of prepayment
= \$1150.68 (\$70,000 x 3.00% x 200/365 days)
- 45.2% of the term remains (165 of 365 days)
- According to the above table, 40% interest is payable
= \$460.27 (\$1150.68 x 40%) i.e. Prepayment cost
= \$690.41 (\$1150.68 - \$460.27)
- Accrued interest to be reduced by \$690.41
(prepayment cost)
- Amount to be prepaid to you: \$70,000

The remaining deposit balance of \$30,000 will continue to receive interest at the original interest rate of 3% p.a.

Subject to us exercising our discretion in accordance with these terms and conditions, NAB may vary these terms and conditions at any time for legitimate business, prudential or regulatory reasons, including by introducing or changing a fee or charge. If NAB reasonably believes a change is unfavourable, the Platform Operator will be given 31 days' prior notice of the change where it is practical. However, NAB may give less or no notice:

- where NAB is required to comply with any applicable law or industry code;
- where NAB needs to manage a material and immediate risk (for example, to restore or maintain the security of your NAB Platform Term Deposit) and it is reasonable for NAB to give less notice; or
- for a new or varied government charge, which your Platform Operator will tell you about reasonably promptly after the government notifies us (unless the government publicises it).

2.3 Change of details

Please notify your Platform Operator of any changes to your personal details such as address or name.

2.4 Governing Law

The terms and conditions in this booklet and the transactions contemplated by these terms and conditions are governed by the laws in force in Victoria. Any court cases involving these terms and conditions can be held in the courts of any State or Territory of Australia with jurisdiction. NAB will give any legal protections available to you in the State or Territory in which you live.

2.5 Delaying , freezing, suspending, blocking or refusing transactions or services

You must comply with all relevant requirements of the law of Australia or another country.

Without limiting any other rights or discretion which NAB may have, acting fairly and reasonably in accordance with its obligations under clause 2.1, you agree that NAB may take, or avoid taking, any action (for example, NAB may delay, freeze, suspend, block or refuse to process any payments or other transactions or your access to its services) where reasonably necessary to:

- prevent an anticipated breach of any relevant law of Australia or another country (including any sanctions);
- manage any risk; and/or
- protect you or NAB or any other person from potentially fraudulent activity or a scam, or anticipated material losses to you or NAB arising from the misuse or unauthorised use of the NAB Platform Term Deposit or NAB's services (but it may not be possible for NAB to detect and prevent all such transactions).

1.11 Maturity

Refer to your Platform Operator's Guide for options regarding the Maturity of your term deposit.

1.12 Taxation

Interest earned on your investment into a NAB Platform Term Deposit may form part of your assessable income.

The tax implications of investment into a NAB Platform Term Deposit may vary depending on your individual circumstances and investor type. You should discuss your specific taxation circumstances with, and obtain advice from, your independent tax adviser when considering whether to invest into a NAB Platform Term Deposit.

1.13 Statements

You will receive reports from the Platform Operator, not NAB. Enquiries should be directed to the Platform Operator.

2 General Matters

2.1 Discretion

Where these terms and conditions confer on NAB a discretion, we will exercise that discretion in a way that is fair and reasonable.

2.2 Notice of changes

Your Platform Operator will notify you of any changes made by NAB to these terms and conditions and related documents.

NAB may exercise its rights for as long as is reasonably necessary to manage any risks. NAB may not always give advance notice before it exercises its rights under this clause (for example, if it is reasonably necessary for NAB to act quickly to manage a risk). Where it is reasonable to do so, NAB will advise you (via the Platform Operator) within a reasonable time of exercising its discretion under this clause and, if appropriate, NAB will provide a general reason for doing so.

You declare and undertake to NAB that you do not have any reason to suspect that any payment NAB makes in accordance with any instructions you give a Platform Operator or NAB using the services detailed in this booklet will breach any law in Australia or any other country.

2.6 Complaints

As you are an Indirect Investor, for information about resolving problems or disputes, please first contact the Platform Operator.

If you subsequently feel your complaint has not been resolved to your satisfaction, you may refer it to our external dispute resolution provider, the Australian Financial Complaints Authority (AFCA), of which we are a member. AFCA is an external dispute resolution scheme that provides free advice and assistance to consumers to help resolve complaints relating to financial service providers.

The address of AFCA is GPO Box 3, Melbourne VIC 3001. You can lodge a complaint by calling 1800 931 678 or emailing info@afca.org.au

More information is available at www.afca.org.au

2.7 Financial difficulty

Please notify your Platform Operator if you are experiencing financial hardship and require immediate access to your term deposit funds.

2.8 Privacy

The Privacy Policy of the Platform Operator will apply to your investment.

Section 5

Glossary

Banking Act means the Banking Act 1959 (Cth).

Banking Day means a day other than a Saturday, Sunday or a day gazetted as a public holiday throughout Australia.

Commencement Date means the date on which we establish your NAB Platform Term Deposits.

Indirect Investor includes you, as the context requires.

Maturity means, for your NAB Platform Term Deposits, the last day of its Term.

NAB, us, we means National Australia Bank Limited ABN 12 004 044 937 and its successors and assigns.

NAB Platform Term Deposit means a deposit investment with NAB on terms set out in these terms and conditions.

Platform means an investment vehicle that allows investors to consolidate multiple investment types into one consolidated investment service. Examples include: Investor Directed Portfolio Service, Superannuation Funds, Master Trusts and Wrap Accounts.

Platform Operator means the operator of the Platform through which you indirectly invest in NAB Platform Term Deposits.

Principal means the amount you instruct the Platform Operator to invest in a NAB Platform Term Deposit and either, that you pay to us or that we debit from your nominated account on or about the Commencement Date.

Term means the duration of the NAB Platform Term Deposits, as set out in the confirmation provided by the Platform Operator.

You means the customer or customers who instruct the Platform Operator to invest in NAB Platform Term Deposits and includes your successor and assigns.

Directory

The registered address of the issuer:
National Australia Bank Limited
Level 1,
800 Bourke Street
Docklands VIC 3008

For more information visit

nab.com.au

or call us on **13 22 65**

7am – 9pm AEST Monday to Friday

8am – 6pm AEST Saturday to Sunday

or ask at your **local branch**



Hearing impaired customers
with telephone typewriters can
contact us on **1300 363 647**