more than money

NAB Markets Terms of Dealing

Wholesale Customers Only

July 2026

This document sets out the terms and conditions of the trading relationship between you and the Markets division of National Australia Bank Limited ("**NAB**") and discloses our practices and procedures as a dealer, counterparty and market maker in Financial Markets Products (the "**Terms of Dealing**"). For the purpose of this document, "**Financial Markets Products**" means securities, derivatives and other related instruments in, or with reference to, fixed income, currency, commodity, credit and equity markets but excludes cash, exchange traded funds or similar securities or listed derivatives traded on an agency basis.

The Terms of Dealing will apply to all Financial Markets Products and related services provided by NAB including, but not limited to, entering into transactions, request for quotes, providing market information, discussing execution strategies and all other communications (whether written or oral) ("**Dealing(s)**") between you and NAB. Unless otherwise agreed in writing, by Dealing with NAB you will be deemed to have read and accepted these terms.

The Terms of Dealing supplement, and are in addition to, any other disclosures and agreements that NAB may provide or agree with you, including but not limited to, NAB's general terms of business, any agreement for Financial Markets Products (e.g. ISDA Master Agreement, NAB's Foreign Exchange and Derivative Transactions Master Agreement, NAB's Interest Rate Derivatives Master Agreement, NAB Markets Master Agreement, AFMA ACCU Master Agreement or NAB's Currency Overlay Mandate Agreement), any product disclosure or information statement and any NAB regulatory disclosure. The Terms of Dealing may be updated or amended from time to time, and by Dealing with NAB you will be taken to have read and accepted the term of the most recent version provided to you.

The Terms of Dealing are not intended to exclude any mandatory obligations that NAB owes you under any applicable law or regulation. The terms of those obligations may vary depending on the precise nature of your relationship with NAB and the jurisdiction(s) in which the relationship is maintained. Refer to section 11 below for further information.

1. General

1.1 NAB's Markets Business

NAB's Markets division is part of NAB's Corporation & Institutional global business, operating through the offices of NAB in several financial centres across the world. NAB operates as a dealer, counterparty and market maker in wholesale fixed income, currency, commodities and equity markets and engages in activities such as price discovery, price quoting, order taking, trade execution and other related activities.

1.2 Relationship

Unless otherwise agreed in writing, NAB strictly acts as principal, on an arm's length basis and for its own interests in its Dealings with you. NAB does not act as a broker, agent, fiduciary or financial advisor or in any similar capacity on your behalf, or for your benefit. When you enter into a transaction with NAB, NAB as principal takes on the market risk associated with the order and will manage such risk in its discretion.

Notwithstanding the above, NAB will at all times act efficiently, honestly and fairly in its Dealings with you and in compliance with all applicable laws, regulations and duties.

1.3 Reliance, Assessment and Understanding

No Dealings between you and NAB should be construed or interpreted as advice or a recommendation whether or not to enter into, or the suitability of, any Financial Markets Products. You must make your own independent evaluation as to the merits, risks and suitability before entering into a transaction, such as consulting your own investment, tax, accounting and legal advisers. Additionally, no communication (written or oral) from NAB should be construed or interpreted to be an assurance or guarantee as to the expected outcome of a transaction or performance of a Financial Markets Product.

2. Pricing

2.1 Firm vs Indicative Price

When requesting a quote or price on a Financial Markets Product, NAB will make it clear to you whether that price is a "firm" or "indicative" price. When NAB provides you with an indicative price, this does not constitute an offer by NAB to you to enter into a transaction, or that there exists an available market in that Financial Markets Product to enable NAB to execute your order. Furthermore, NAB makes no representation as to the currency, accuracy or completeness of any indicative price and disclaims all liability (to the extent permitted by law) against any loss suffered by you as a result of any reliance on the information provided.

"Firm" prices do not constitute an irrevocable offer to transact but should be interpreted as indication to you by NAB that it is willing to attempt to execute an order with you at that price, however in all circumstances the order remains subject to any "last look" checks and that no market disruption event is subsisting. Refer section 8.2 for further details on "last look".

2.2 "All-in" Price

Unless specified otherwise, any firm or indicative bid, offer or price quoted to you by NAB is an "all-in" price, inclusive of any spread or mark-up which NAB may charge you above the market price or the price at which NAB has, or may be able to, transact with other third parties. This mark-up comprises of various components, including a sales or execution margin, clearing and settlement fees, and applicable valuation adjustments. Valuation adjustments (commonly referred to as "XVAs") are influenced by factors including: (i) the order size, type and market volatility; (ii) your previous trading history and available credit limits, and (iii) NAB's own internal costs of funding, hedging and capital requirements.

NAB is under no obligation to disclose the amount of revenue it expects to earn from a transaction, nor is it required to disclose the components of the "all-in" price. Notwithstanding the foregoing, if NAB in its discretion chooses to disclose the components of the "all-in" price, it will be truthful in its statements to you.

2.3 FX Market Execution

There is no single FX market and different venues may show a different spot price at a given moment. Trades may be executed directly between two FX traders in the market, by voice brokers or on electronic trading platforms. Each venue has its own liquidity and depth and there are times where there are differences in the prices available on different venues due to imperfect market information or different liquidity. NAB FX traders use their skill and discretion in deciding which venue to use for their trades in the public market. Similarly, the FX trader may refer to price and volume information from a number of venues in order to determine whether to fill a counterparty order.

Factors that may affect execution may include positioning, whether NAB is taking on the risk or not, prevailing liquidity, market conditions and trading strategies. Orders can be executed manually or electronically, depending on the terms of the order. If NAB is unable to obtain a price on a transaction, then the market disruption and related provisions of the master agreement for financial markets transactions may apply.

3. Orders

3.1 Placing an Order

You can request quotes, indicative prices and place orders by contacting NAB via the Bloomberg 'Persistent Chat' that has been established for your firm, calling or emailing a salesperson or trader or communicating via a digital portal. NAB does not accept orders or trade requests sent via fax or voicemail systems.

NAB is under no obligation to accept any order but will exercise its discretion in a commercially reasonably manner when deciding (i) whether to accept an order, (ii) when it would be willing to execute the order, and (iii) the manner of execution, including whether to execute all or part of the order, unless we have otherwise expressly agreed otherwise.

Where NAB receives an instruction from you to execute an order in a specific manner, it will attempt in good faith to execute the order in accordance with your instructions however makes no representation or guarantee as to whether the order is able to, or will be executed, in accordance with your instructions.

3.2 Accepted Orders

When NAB accepts an order from you or communicates that it is "working" your order, this is NAB indicating to you that it is willing to attempt to, but is not committed or under an obligation to, execute the order at or near the requested price and/or quantity. As such, NAB's receipt of an order or any indication of working an order received from you does not create a contract between you and NAB that commits NAB to execute any or all of the order in any particular way, nor is it a contract that binds you to execute the transaction with NAB at the order price.

3.3 Timing of Execution

As it relates to timing of execution, NAB in its discretion may look for opportunities as to when to execute orders that enables it to (i) achieve an execution price at or near your desired price (after taking into account any applicable spread), (ii) earn a reasonable return for that activity, and (iii) manage NAB's own positions and the execution of other customer orders. Even where such conditions are satisfied, this does not create an obligation on NAB to execute your order at any particular time, level or quantity or that there exists a tradable market.

NAB frequently receives multiple orders for the same or related products from its customers at the same time. NAB retains discretion as to how to manage competing orders and interests and is under no obligation to disclose to you whether it is working orders from other customers, or the priority in which your order will be executed.

3.4 Execution of Orders

Where NAB has accepted an order that includes a price (such as a limit order) NAB will seek to fill such order, but its ability to do so may be limited by prevailing market conditions. Price volatility and low volumes may hamper or prevent NAB from filling orders. If a NAB trader is working an order, NAB will let you know if it cannot execute the order and/ or that it can no longer hold the order because of market conditions.

3.5 Partial Fills

NAB will endeavour to fully fill your order within the parameters specified by you however in certain circumstances may only be able to partially fill the order. Factors which may influence NAB's ability to fully fill your order include prevailing market conditions and liquidity, order types, market conventions, available credit limits and NAB's own market making activities.

If NAB is unable to fully fill your order, it will communicate that to you as soon as reasonably practicable. Unless you specify at the time of placing the order that it must be filled in whole, any order that is partially filled will constitute a binding transaction between you and NAB at the quantity NAB was able to fulfil the order.

3.6 Order Errors

If NAB reasonably believes that a manifest error has been made in relation to your order, NAB may amend the terms of the transaction to remedy the error or, where the error cannot be remedied, terminate the transaction.

4. Market Making and Pre-Hedging

As a market maker and liquidity provider in Financial Markets Products, NAB manages a portfolio of positions from multiple customers' competing interests, as well as NAB's own interests. NAB trades in a principal capacity and may be, prior to or during the execution of your order, actively trading in financial markets related to your order.

NAB may undertake different types of trading activity including "Market Making" and "Price Sensitive Transaction Pre-Hedging" which, depending on your jurisdiction, may be defined as "pre-hedging" activity. Market Making may involve "pre-hedging" portfolios on an aggregated portfolio basis, while Price Sensitive Transaction Pre-Hedging is pre-hedging activity conducted in respect of a specific transaction(s) from an individual customer to manage the execution and risks associated with that order.

4.1 Market Making

Market Making activity undertaken by NAB includes Inventory Management, Price Discovery and Risk Management Activity each as described below:

(A) **Inventory Management.** To assist NAB in managing the market risk it reasonably expects to face following the execution of anticipated customer orders, NAB may:

i. following a price request from one or more customers; or

ii. based on its own independent forecasting, engage in trading activity in financial markets using:

(1) aggregated unexecuted price request information (which may include information related to your price request); and

(2) other market information (whether publicly available or NAB's own proprietary information), to manage its reasonably expected near term demand of Financial Markets Products ("**Inventory Management**").

Inventory Management is conducted on a portfolio basis with the view of facilitating anticipated customer orders and commensurate with NAB's trading strategy, positioning, risk assumed, prevailing liquidity and market conditions.

Inventory Management is undertaken by NAB in its principal capacity and not as an agent for you and may include trading the same product or currencies, trading in correlated products or currencies or establishing derivative positions on any of the foregoing. The price of any Inventory Management transaction entered into by NAB may be different to the price NAB is willing or able to offer you and may result in a profit or loss to NAB.

Factors which may impact whether NAB undertakes Inventory Management following a price request from you include: (i) the size of your request relative to the available market liquidity, (ii) NAB's then current available inventory in the financial products relevant to your request, and (iii) price requests and orders received from NAB's other customers at or around that time.

(B) **Price Discovery.** For products which relate to illiquid financial markets, it may not be possible for NAB to provide you with a price without first undertaking trading activity in related markets to ascertain the 'true' price and liquidity of those markets and NAB's ability to execute your requested volume ("**Price Discovery**"). Price Discovery is conducted in order to facilitate your order and improve the quality of execution. Given the 'observable' pricing and liquidity data in illiquid markets is often stale or outdated, Price Discovery may have a material impact on the market price and liquidity and consequently the price and/or volume we are able to offer you. Obtaining requests for quotes/RFQs for illiquid products from multiple liquidity providers may compound the impact that Price Discovery has on the market and consequently the price we are able to offer you.

(C) **Risk Management Activity.** Following the execution of other customer orders or to manage its own sources of risk, NAB may be engaged in hedging and other trading activity in financial markets to manage its assumed risk position ("**Risk Management Activity**"). NAB may be engaged in Risk Management Activity prior to or during the execution of your order in financial markets to which your order relates and such activity may include trading the same product or currencies, trading in correlated products or currencies or establishing derivative positions on any of the foregoing and may also take account of other sources of exposure such as market dislocations and disruption.

Market Making activity conducted by NAB may have an impact (positively or negatively) on the price NAB is able to offer you and/or the availability of liquidity at levels necessary to execute your order. If you have any questions regarding NAB's potential Market Making activity we would be happy to discuss with you further. Please contact your NAB Markets specialist for further details.

4.2 Price Sensitive Transaction Pre-Hedging

(A) **Price Sensitive Transactions ("PSTs")** are proposed transactions, or a group of transactions which, if executed, would likely exceed the available market liquidity in the relevant or related financial products at the time of execution and are likely to have an impact on the level of the relevant or related financial markets.

When NAB receives a price request or order that it believes may constitute a PST, NAB will take extra precautions with respect to information handling, recording keeping and conflict management to ensure any material non-public information that you provide NAB is not used inappropriately or unlawfully. NAB will also discuss with you an execution strategy, including whether or not Transaction Pre-Hedging may be required to achieve your execution objectives.

(B) "**Price Sensitive Transaction Pre-Hedging**" is pre-hedging activity undertaken by NAB prior to the execution of an anticipated PST with the aim of (1) providing you with the best overall outcome in executing your order, (2) minimising any potential market impact that may result from the execution of your order and (3) assisting NAB in managing the market risk it expects to face following the execution of the order.

Pre-hedging is undertaken by NAB in its principal capacity and not as an agent for you and may include trading the same product or currencies, trading in correlated products or currencies, or establishing derivative positions on any of the foregoing. The price of any pre-hedging transaction entered into by NAB may be different to the price NAB is willing or able to offer you and may result in a profit or loss to NAB. While undertaking pre-hedging activity with respect to your order, NAB may also be active in the same financial markets relevant to your order conducting other on-going business, including Market Making.

NAB will discuss with you a preferred execution and pre-hedging strategy to achieve your execution objectives. This may include establishing an agreed market and/or time window in which pre-hedging will be conducted. In all cases, NAB will engage in pre-hedging in compliance with all applicable laws and regulations, in a responsible manner, and proportionate to the risk it expects to take on. Factors which may influence whether pre-hedging is undertaken with respect to an anticipated transaction include (1) customer preference on pre-hedging, (2) the size of the anticipated transaction relative to the available market liquidity, and (3) NAB's overall market risk exposure across its portfolio at that time. If NAB does engage in pre-hedging activity in relation to a PST, we will report the outcome of this activity to you following execution of the order.

Whilst pre-hedging is conducted with the aim of achieving the objectives above, we cannot guarantee it will achieve these outcomes. In certain circumstances such as times of increased market volatility or trading in illiquid products, pre-hedging trading activity may result in an impact (either positive or negative) on the price and/or volume NAB is willing or able to offer you. If you have any questions regarding NAB's potential pre-hedging activity we would be happy to discuss with you further. Please contact your NAB Markets specialist for further details.

4.3 Reference Price Transactions

Reference Price Transactions are transactions in which you and NAB agree that the price will be determined at a future time by reference to an agreed benchmark, auction or other fixing at a specific time or during a specified window ("**Fixing Price**"). As the Fixing Price of the transaction is not determined until after the transaction is entered into, this creates an inherent conflict between NAB as a counterparty to your transaction and NAB's other trading activity. Before entering into a Reference Price Transaction, you should understand the methodology of how the Fixing Price is determined and that NAB may be engaged in Market Making Activity or other trading activity which may have an adverse impact on the Fixing Price. NAB will conduct any trading activity in relation to a Reference Price Transaction in compliance with all appliable laws and has policies and procedures in place to manage (but not eliminate) this conflict.

5. Conflicts and Information Handling

5.1 Conflicts of Interest

NAB faces an inherent conflict of interest when managing a portfolio of positions for multiple customers' competing interests, as well as NAB's own interests. NAB frequently receives simultaneous orders from multiple customers and retains discretion as to the priority, pricing and volume in executing those orders. NAB may also be engaged in Risk Management Activity alongside or ahead of your order and/or be in possession of material non-public information with respect to financial markets to which your order may relate. NAB is under no obligation to disclose to you such information, the existence or priority of other customer orders, or is under any fiduciary or similar obligation to act in your best interests.

NAB may from time-to-time act in other capacities with regards to Financial Markets Products, for example as a calculation agent, or other divisions of NAB may act in different capacities with respect to you as a customer. These different capacities may give rise to additional conflicts of interests. NAB has in place and is obliged to under its Australian Financial Services Licence and other regulatory licences, to have adequate arrangements to manage the conflicts of interest that may arise between different roles and divisions of NAB's financial services business.

5.2 Information Handling

NAB has policies, procedures, systems and controls in place to protect any confidential information you provide to NAB and manage conflicts of interest between its sales and trading personnel. Unless otherwise expressly agreed, NAB may use de-identified economic trade information (e.g. type of instrument, notional amount and direction) you provide NAB in connection with a price or order request to inform its decisions when conducting Market Making Activity or Transaction Pre-Hedging.

With respect to wholesale or block futures trades on futures exchanges, a NAB salesperson may disclose your identity and the transaction terms to other employees at NAB, including trading personnel, to facilitate the execution of the wholesale or block trade, unless agreed otherwise.

NAB may use information about executed transactions on an individual and aggregate basis for a variety of purposes, including counterparty risk management, business strategy, sales coverage, and counterparty relationship management. NAB may also use information regarding executed transactions, as appropriate and on an anonymized basis (except where such information has been publicly disclosed), together with other relevant market information to third parties as market information.

5.3 External Disclosure of Information

NAB may be required to externally disclose information about your orders and transactions to: agents, brokers, trading platforms and third-party service providers to the extent necessary for executing, processing, clearing, notating or settling a transaction; to any regulatory or governmental authority where it is required to do so under any applicable law; to any trade reporting repository where it is required to do so under any reporting requirements; as requested by the central bank for policy reasons; to advisors or consultants on the basis that they maintain confidentiality in the same manner as NAB; and where required, to any of our affiliates. By Dealing with NAB you consent to the disclosure of such information.

6. Benchmarks Orders and Dealer Polls

6.1 Foreign Exchange

WMR Fix Spot Orders

NAB offers a selection of WMR benchmark orders which are managed by a segregated execution desk. This execution desk operates independently to the NAB FX trading desk and is not permitted to maintain a trading position. These benchmark fix spot orders must be received prior to NAB's internal cut off time for NAB to guarantee the fill. Orders received prior to the cut off time will be filled at the fix including any agreed cost of execution. Orders received post the cut off time will be managed by the FX franchise trading desk on a best endeavours basis. For more information on the WMR/Reuters FX benchmark, see the methodology guide published by the administrator. NAB may expand and include other fix orders to this order handling process at its discretion. Please contact your NAB Markets specialist for further details.

Best Endeavours FX Benchmark Orders

Apart from the fixes mentioned above, NAB does not have a separate desk for other benchmark orders because it is not a submitter or direct contributor to FX benchmarks. Other benchmark orders are managed by FX trading desks. NAB may be involved in handling other, unrelated orders during the relevant fix window. NAB executes these trades on a best endeavours basis and does not guarantee the fix. Administrators of benchmarks calculated by reference to bids and offers in markets during a period may use NAB's bids and offers in the market in accordance with their rules and without NAB being aware that a bid or offer is being used indirectly for the benchmark calculation.

FX Algorithmic Orders

NAB offers a selection of FX Algorithmic (algo) strategies for order execution. These orders are managed by a segregated execution desk independent to the NAB FX trading desk or managed by a third party algo provider. Please contact your NAB Markets specialist for further details.

6.2 Dealer Polls

NAB as a market maker and liquidity provider may be required to, or voluntarily participate in, dealer polls for market indexes or reference rates to which your transaction relates. Any submission provided by NAB to the administrator of an index or reference rate may have an impact on your order or the outcome of a transaction and by Dealing with NAB you consent to this conflict.

7. Communications

7.1 Method of Communication

To comply with local and international laws and regulations, you may only contact NAB, and NAB will only contact you, through one of its approved and monitored communication channels including telephone, email or any electronic messaging system which has been setup for your firm (e.g., Bloomberg).

Communications methods such as text message or other internet-based communication platforms such as “WhatsApp” must not be used, nor will NAB contact you through these methods.

7.2 Timing and Receipt

Communications with NAB (including the placing of an order) via email or electronic messaging systems will only be deemed received by NAB at the time which you receive an acknowledgement from NAB that it has received your message or request.

Where you elect to place an order via email or electronic messaging system, during the period between the time when you submit the order and the time at which such order is acknowledged as being received by NAB, you may be exposed to the risk that (i) your order is not accepted or fulfilled (including where the market has moved in your favour), or (ii) the market has moved against your interests and your order is completed at a less favourable price to you.

Sections 7.1 and 7.2 are not intended to replace or override any contractual notices provision agreed in any master agreement between you and NAB. From the time at which a transaction is entered into, the terms of that agreement will govern the delivery and timing of communications with respect to that transaction.

7.3 Recording of Telephone Communications

Telephone communications between you and NAB are subject to recording requirements imposed by law and may be made with or without the use of a tone, warning or notification that the call is being recorded. By contacting NAB, you consent to the recording of all telephone communications and that such recordings may be used by NAB to confirm the details of any transaction, to comply with laws and regulations or in evidence in any legal proceedings. If you wish for a call to not be recorded, you will need to advise the relevant NAB personnel at the time however certain Dealings, including entering into transactions, may only be conducted over a recorded line.

8. Electronic Trading and Last Look

You should read this document in conjunction with the specific terms of service for counterparties utilising any of NAB’s electronic trading platforms.

8.1 Electronic Trading

A system that allows a market participant to execute trades electronically in a financial market is called an e-trading platform. Electronic trading activities include operating an e-trading platform, making and/or taking prices on an e-trading platform, and providing and/or using trading algorithms on an e-trading platform.

NAB may provide firm quotes or indicative quotes via automated channels, including but not limited to NAB’s proprietary and third-party electronic platforms and direct application programming interfaces. If we provide a counterparty with access to electronic execution algorithms we do so on the following basis:

- Pricing, speed and likelihood of executing an order can vary depending on the particular algorithm’s parameters, including the e-trading platforms where the algorithm directs our hedging activity to inform the pricing of our transactions with the counterparty and whether the algorithm is sourcing liquidity passively or aggressively. NAB’s selection of a default e-trading platform or other liquidity source for an algorithm may present certain conflicts of interest.
- By electing to use an electronic execution algorithm, a counterparty assumes the risks generally associated with algorithmic execution and strategies, including but not limited to, market conditions failing to prevent the algorithm functioning as designed, the potential vulnerability to the conduct of other market participants trading on the e-trading platforms, and technological or operational delay, failure or malfunction that may directly or indirectly impact the functioning of the algorithm.
- As a result of delays in the dissemination of price updates, market infrastructure, communication and internal processing latencies, short term trading discrepancies may exist between the potentially externally sourced prices utilised by the algorithm and current e-trading platform prices.
- Where NAB makes third party owned and operated Algorithmic trading services available to you, you will remain NAB’s customer in respect to all executed transactions and you will not become a customer of the third party.

8.2 Last Look

Last look is a practice whereby a market participant receiving a trade request has a final opportunity to conduct pre-trade checks to decide whether to accept or reject the request. NAB utilises a last look check on trade requests in order to manage its credit, operational and market risk.

The pre-trade check comprises:

(A) an operational check for counterparty credit availability and validity of order parameters; and

(B) a price check to protect against technical anomalies, latencies resulting in stale requests and adverse trading behaviours, which compares the trade request price to the current price.

NAB's practice is to preform both checks immediately upon receipt of the request. Price checks are applied on a symmetric basis, such that if a tolerance threshold is exceeded in favour of either NAB or the counterparty, the request will be rejected.

During the last look window, NAB does not undertake any pre-hedging, nor utilise any information from the customer's trade request to influence pricing.

9. Market Information and Research

If NAB provides you with market information, it will endeavour to do so as accurately as possible based on the information sources then available to it. Financial markets fluctuate at a millisecond time scale and therefore any information provided to you will only be current at the exact time it is provided. NAB makes no representation or warranty as to the accuracy or completeness of any information provided and you should independently verify such information before making any decision to act, or to not act, in reliance upon it.

Any market commentary or trade ideas provided by NAB personnel, which may include hedging strategies, will be based on the personal views honestly held by the person providing the commentary or suggesting the trade idea however should not be construed as independent research or financial advice and is provided on a non-reliance basis.

Research prepared and distributed by NAB is confidential and may not be copied, reproduced or disseminated without the prior express written consent of NAB.

10. Product Disclosures

Information on NAB's Financial Markets Products disclosure and information statements can be found here.

11. Regulatory Disclosures

11.1 Dodd Frank

Information on NAB's Dodd Frank disclosures are available here.

11.2 UK MiFID II

Markets in Financial Instruments Directive and Regulation (MiFID II) on NAB's UK Regulatory Disclosure are available here.

11.3 EU MiFID II

NAB Europe SA disclosures in compliance with its obligations under the Markets in Financial Instruments Directive and Regulation (MiFID II) are available here.

12. Complaints and Disputes

If you have a dispute with us, are dissatisfied with the service that NAB has provided or how we manage our business please contact your NAB banker or Markets specialist. If you are still dissatisfied, depending on the nature of the dispute and your personal circumstances, you may be able to raise your concerns with the Australian Financial Complaints Authority if you are an individual or small business owner.

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