# Treasury Foreign Currency Deposit Accounts

Product Information Document & Terms and Conditions

Effective Date: 1 August 2024

This document contains information about the Treasury Foreign Currency Fixed Rate Term Deposit and the Treasury Foreign Currency At Call Deposit. This document must be read in conjunction with the Terms and Conditions for Treasury.





#### About This Document

This PID is an important document that contains statements and information concerning, and including Terms and Conditions applicable to, Treasury Foreign Currency Deposit Accounts

This Document must be read in conjunction with the Treasury Terms and Conditions.

The information in this PID can help you:

- decide if any of these products meet your needs; and
- compare these products with similar products.

The information in this PID is factual in nature and does not consider your objectives, financial situation or needs. Before you open an account with us, you should read the PID and any other documents we give you.

Important Terms are explained on page 31.

Effective date: 1 August 2024

Products covered in this PID are issued by Suncorp Bank (Norfina Limited ABN 66 010 831 722 AFSL 229882).

# **Updating Information**

The information contained in this document is current as at the effective date. Information may change from time to time.

If there is new information you can find out about it in one of the following ways:

- we may send you a notice in writing, email or other agreed electronic form;
- in a press advertisement;
- from our website at www.suncorpbank.com.au; or
- from a Foreign Exchange Representative.

Further details regarding these changes and notification periods are explained in "Telling You About the Changes"

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# Products covered in this PID

- Treasury Foreign Currency Fixed Rate Term Deposit
- Treasury Foreign Currency At Call Deposit

# Product Features at a Glance

Features	Foreign Currency Fixed Rate Term Deposit	Foreign Currency At Call Deposit
Type of deposit	Funds are deposited for a fixed interest rate of return for the term of the deposit. The fixed rate is negotiated with you based on a number of factors including:  — the term; — the amount; — our business relationship with you; — how often we agree to pay you interest; and — the current market conditions (including the prevailing Market Rate for fixed terms) in the country of your currency. For details of the current interest rate for your Foreign Currency Fixed Rate Term Deposit contact your Foreign Exchange Representative.	Funds are deposited for a variable interest rate of return, which can change daily. The interest rate is originally negotiated with you based on a number of factors including:  — the amount; — our business relationship with you; and — the Central Bank Cash Rate in the country of your currency. Your negotiated interest rate is subject to change without notice if there are changes in the Central Bank Cash Rate. You can contact your Foreign Exchange Representative to ask what interest rate applies to your account as a result of a change in the Central Bank Cash Rate.  Interest rate changes are shown on your monthly statement. In addition, if your interest rate changes when the Central Bank Cash Rate have not changed, we will provide you written notice of this no later than the day the rate changes. You can check the rate by contacting your Foreign Exchange Representative.
Term	Treasury Foreign Currency Fixed Rate Term Deposit issued for a term up to 365 days depending on currency Day Count Convention. There is no minimum term.	There is no minimum or maximum term subject to funds being clear.

Features	Foreign Currency Fixed Rate Term Deposit	Foreign Currency At Call Deposit
Minimum deposit required to open an account	Foreign currency equivalent to AUD \$25,000	No minimum deposit required.
Minimum additional deposit or withdrawal accepted	Additional deposits and withdrawals are not allowed or accepted except at maturity.	No minimum additional deposit or withdrawal.  Providing you're an Authorised Dealer and/or Authorised Signatory of the account, you can contact your Foreign Exchange Representative on any Business Day before the Close Off Time with your deposit or withdrawal instructions.
Payment of Interest	Interest will be paid to you at maturity. Interest can be:  — reinvested in a subsequent Treasury Foreign Currency Fixed Rate Term Deposit; or  — paid to your nominated account	Interest will be added back to your Treasury Foreign Currency At Call Deposit on the first Business Day of each month.  By mutual agreement, we may add your interest to your Treasury Foreign Currency At Call Deposit:  — on a different day each month;  — quarterly;  — semi-annually; or  — annually.  When you close your Treasury Foreign Currency At Call Deposit any Accrued Interest is paid to your nominated bank account.
Flexibility	Is not flexible.  The investment term is fixed which means your money is "locked away" for a fixed period as nominated by you and agreed to by us. Other deposits and withdrawals during the course of the fixed term are not allowed, except as set out in this document.  Once you have opened your Foreign Currency Fixed Rate Term Deposit, the amount, term and interest rate are fixed until maturity.  There is a risk that interest rates will move against you during the term.  This means you may be unable to take advantage of higher rates because you have fixed your funds at a lower rate.	Is flexible. On any Business Day you can add funds, withdraw funds or renegotiate the interest rate on your deposit. You should contact us with your instructions before the Close Off Time that applies to your currency.



### **Features** Foreign Currency Fixed Rate Term Foreign Currency At Call Deposit Deposit Breaking your You cannot withdraw funds from deposit before a Treasury Foreign Currency Fixed Rate Term Deposit Account before maturity the maturity date unless you request to break the fixed term and we agree to do so. applies to your currency. We may allow you to break your Foreign Currency Fixed Rate Term Deposit in certain circumstances. Some of the factors we will consider are if you are suffering financial difficulty, the type of business relationship you have with us and if you agree to any interest adjustment applicable. If we agree you will not be able to withdraw your Fixed Rate Term Deposit until after 31 days has expired from the date we agree to the early withdrawal (or the maturity date, whichever is earlier).

maturity instructions. Requests to break a term deposit immediately due to hardship are assessed on a case by case basis. We may ask you to provide documentation to support your request for hardship. If we exercise our reasonable discretion in such circumstances. we may reduce the total interest to be paid by our reasonable estimate of the cost considering factors such as market transaction costs. prevailing interest rates, and any charges or costs we incur prior to maturity.

We will confirm the earliest withdrawal date with you verbally or in writing and on that date, the funds you requested to withdraw will be dispersed as per your

Not applicable as Foreign Currency At Call Deposits do not have a fixed maturity date and funds may be withdrawn on any Business Day, subject to the Close Off Time that

Interest Adjustment

If you request to break your Foreign Currency Fixed Rate Term Deposit before the maturity date and we agree to do so, you will always receive the principal back.

You may lose a portion of the interest earned up to the date you break your Foreign Currency Fixed Rate Term Deposit. We determine whether an interest adjustment applies based on current deposit rates for the remaining term after considering the 31- day notice period.

If the prevailing Market Rate for the remaining term to maturity (post the notice period) is higher than your original interest rate on your existing Foreign Currency Fixed Rate Term Deposit, an interest adjustment would apply.

This will mean that you would earn less interest than you originally expected to receive on the basis that the interest adjustment would be calculated at a higher Market Rate and deducted from your Accrued Interest. If the Market Rate is lower than your original rate, we will not positively adjust your Accrued Interest.

#### Example:

You have a Foreign Currency Fixed Rate Term Deposit of USD 150,000 invested for 90 days at 2.07% with interest paid at maturity. On the 16 July 2019, you contact the Foreign Exchange Dealer to break the deposit and you are notified that the notice period (Break Date) will end on 16 August 2019.

The prevailing Market Rate is 2.36% for the remaining 10 days which is above the original term deposit rate and so an interest adjustment is required.

Interest Adjustment= Principal
Outstanding x ((r- o)/100) x n/360

Not Applicable.



Features	Foreign Currency Fi	xed Rate Term	Foreign Currency At Call Deposit
	Deposit		
Interest Adjustment	Where		Not Applicable.
(cont.)	r = prevailing market for the term deposit	interest rate	
	o= original deposit ra	ite	
	n = days remaining u maturity date of the t after the 31 day notic USD 150,000x ((2.36 x10/360= USD \$12.3	erm deposit e period 6-2.07)/100)	
	After discounting the provide a value today adjustment becomes	cash-flows to amount the	
	Currency	USD	
	Quote Date	16-Jul-19	
	Break Date	16-Aug-19	
	Start Date	28-May-19	
	Maturity Date	26-Aug-19	
	Original Term	90 days	
	Remaining Term	10 days	
	after notice period		
	Original Deposit Rate (USD)	2.07	
	Principal (USD)	150,000	
	Maturity Amount	150,776.25	
	Prevailing Market Rate	2.36	
	Cost to Customer (USD)	-12.33	
	Note: this example is	s for	
	illustrative purposes		
	does not reflect curi		
	outcomes.		
Margin Relating to Products	The interest rate quoted for a Foreign Currency Fixed Rate Term Deposit is based off the prevailing Market Rate for that currency, Suncorp Bank's business costs, liquidity, risks and costs associated with the product and hedging.		The interest rate quoted for a Foreign Currency At Call Deposit is based off the Central Bank Cash Rate, Suncorp Bank's business costs, liquidity, risks and costs associated with the product and hedging.
Currency Accepted	CAD, CHF, EUR, GBF NZD, SGD, ZAR & US		CAD, CHF, CNY, DKK, EUR, FJD, GBP, HKD, INR, JPY, NOK, NZD, PGK, PHP, SEK, SGD, THB, USD & ZAR



Features		rency Fixed Rate Term Fo	reign Currency At Call Deposit
	Deposit		
Available currency	Code	Currency	Day Count Convention
codes and day	AUD	Australian Dollar	365
count convention	CAD	Canadian Dollar	360
	CHF	Swiss Franc	360
	CNY*	Chinese Yuan	360
	DKK	Danish Kronor	360
	EUR	Euro	360
	FJD	Fiji Dollar	365
	GBP	Great British Pound	365
	HKD	Hong Kong Dollar	365
	INR	Indian Rupee	365
	JPY	Japanese Yen	360
	NOK	Norwegian Kronor	360
	NZD	New Zealand Dollar	365
	PGK	Papua New Guinea Kina	365
	PHP	Philippine Peso	360
	SEK	Swedish Kronor	360
	SGD	Singapore Dollar	365
	THB	Thai Baht	365
	USD	United States Dollar	360
	ZAR	South African Rand sactional capacity	365
Close Off times for withdrawals or deposits	Please ask yo Close Off Tir	our Foreign Exchange Repres ne for your foreign currency ng on the time zone of the co	sentative for details of the deposit account as the times ountry and Australian Daylight
Calculation of	For both Fore	eign Currency Fixed Rate Ter	rm Deposits and Foreign
Interest		•	ulated on the daily balance as at
	,	ne using the simple interest	
		t = Principal x Deposit Rate /	
	Daily Interest	Frincipal x <u>Deposit Nate 7</u> 10	0
	This interest is accrued and paid on the interest payment dates as set out in this PID or as agreed between you and us.		
	Example:		
	1 '	SD 100,000 Deposit Rate =	1.50%
	Daily Interest = $100,000 \times \frac{1.50 / 360}{100}$		
	Daily Interest = USD 4.1666667		
	If you have USD 100,000 deposited for 31 days at a constant rate of 1.50%		
	then your interest for the 31 days is:		
		$t = 100,000 \times \frac{1.50 / 360 \times 3}{100}$	1
	Total Interest	t = USD 129.17	



Features	Foreign Currency Fixed Rate Term Deposit	Foreign Currency At Call Deposit
Reinvestment or exchange foreign currency for AUD	<ul> <li>When your deposit matures, you can:</li> <li>exchange your foreign currency to AUD;</li> <li>reinvest your foreign currency in another Foreign Currency Fixed Rate Term Deposit; or transfer your foreign currency to your Foreign Currency At Call Deposit held at Suncorp Bank.</li> </ul>	You can exchange your foreign currency on any Business Day subject to you contacting your Foreign Exchange Representative before the Close Off Time that applies to your currency.
Renewal of your deposit	Providing you are an Authorised Dealer and/or Authorised Signatory of the account you may contact your Foreign Exchange Representative to provide renewal instructions. We will confirm the applicable interest rate on the maturity date of the existing Treasury Foreign Currency Fixed Rate Term Deposit. This rate will be based on the prevailing Market Rate for the term minus the agreed margin.  Example: USD 1-month market rate 2.31%, predetermined margin 0.10%. Term Deposit rolls at 2.21% under renewal instructions.  On the day of maturity, we will contact you to confirm your renewal instructions of your Foreign Currency Fixed Rate Term Deposit. You can decide whether to reinvest for another fixed rate term or have funds paid to your Foreign Currency At Call Deposit account held with Suncorp Bank. If we are unable to confirm your renewal instructions on the day of maturity for any reason, we will reinvest the principal and interest on your behalf for 1 day on a Fixed Term Deposit Rate and reattempt to confirm your renewal instructions the following Business Day. If you are not contactable the following business day, we will reinvest at the prevailing foreign currency at call rate until we receive instructions. If you choose to reinvest, we will negotiate the interest rate with you	Your deposit does not have to be renewed as it continues until you demand payment of it. If you want to deposit, withdraw or close your account you should contact your Foreign Exchange Representative before the Close Off Time that applies to your currency on any Business Day.
	based on several factors outlined in 'Type of deposit.'	



Features	Foreign Currency Fixed Rate Term Deposit	Foreign Currency At Call Deposit
Renewal of your deposit (cont.)	There is no grace period after confirmation to renew your Foreign Currency Fixed Rate Term Deposit.	
Statements and confirmation of transactions	We send a written Confirmation of your Foreign Currency Fixed Rate Term Deposit to your email or postal address or by other electronic forms.	Statements are issued monthly and contain details of your transactions, current interest rate, interest payments and account balance during the period.
	If the Foreign Currency Fixed Rate Term Deposit has a maturity greater than 6 months, then a Confirmation will be issued at each 6-month interval after the deal date.	Per "Type of deposit", notification of any change in the interest rate due to a change in the Central Bank Cash Rate will be provided to you in your next statement.
		We will also send a Confirmation when we process any transactions that you initiate.

### Access to your accounts

You can access your Treasury Foreign Currency Deposit Accounts by contacting your Foreign Exchange Representative by phone, fax, post, email or any other electronic form where agreed.

# What are the significant risks?

# Exchange Rate Risk

When you exchange your foreign currency to AUD or any other currency that we allow, it will be calculated at the exchange rate at that particular time. As exchange rates move up and down during the day, the rate at another time or day could be better or worse. When you exchange the foreign currency held in a Treasury Foreign Currency Account to AUD or any other currency that we allow, the potential risk is that the exchange rate that you are quoted at that time is worse than what it was when you made your original or any additional deposits (if applicable).

When you hold your money in a Foreign Currency Fixed Rate Term Deposit you cannot access it until maturity unless agreed by us, therefore you may be unable to take advantage of any foreign exchange rate movements or interest rate movements.

There is a risk that exchange rates and/or foreign currency interest rates will move adversely. If this happens there is a risk that you could incur an actual loss to the extent that these rates move against you.



#### AML/CTF and Sanctions Risk

Treasury is bound by laws that impose obligations in relation to the prevention of money laundering and the financing of terrorism. In order for Treasury to meet its obligations under Australian AML/CTF Laws, your Foreign Exchange Representative may need to collect certain information from you, conduct ongoing monitoring activities and make reports to AUSTRAC.

Australia, as a member state of the United Nations, also implements United Nations Security Council sanctions and is subject to the Australian Sanctions Laws.

The Australian Sanctions Laws prohibit certain conduct, including dealing with, and making payments to, certain people and entities prescribed on a list maintained by the Department of Foreign Affairs and Trade.

If Treasury is aware, or has reasonable grounds to believe, that you are a prescribed person or entity under Australian Sanctions Law or any international sanctions law that applies to Treasury, or if Treasury otherwise believes it necessary in order to comply with Treasury's obligations under applicable anti-money laundering and counter-terrorism financing or sanctions laws, then Treasury may require you to provide certain information, suspend, cancel or refuse you services, or close or terminate any account, facility, transaction (including FX Products), arrangement or agreement with you. We may also be required to freeze your assets. Where Treasury takes these actions, it will have no liability to you or any associated party.

You could incur a significant cost as a result of these actions.

Treasury may take any action it considers necessary in order to comply with anti-money laundering and counter-terrorism financing or sanctions laws, including but not limited to disclosing information held about you to our related bodies corporate or service providers, other banks, or relevant regulatory and/or law enforcement agencies in Australia or overseas.

## Remuneration and other benefits paid to the Representatives

Foreign Exchange Representatives employed by Suncorp Bank (Norfina Limited) receive an annual salary, which is based on a number of general factors including industry experience, location, qualifications and complexity of role. In addition, Foreign Exchange Representatives may be eligible to receive an annual short-term incentive payment based on a number of factors including the Representative's individual performance and subject to Suncorp Bank's performance. However, Representatives do not receive incentives, commissions or other payments based solely on individual sales or the advice provided by the Representative.

#### Fees

These fees are applicable to all products covered by this document. Unless otherwise stated, fees are charged per item at the time the service is provided, or the transaction or event occurs:

Table of Fees	
Telegraphic Transfers:	
<ul><li>— Issued</li><li>— Recall, Amend or Trace requests</li></ul>	\$30.00 each \$30.00 each
Correspondent Bank Fees and Charges  We will instruct the Correspondent Bank (excluding payments made to the South Pacific region) to deduct their fees from the payment you make  For payments made to the South Pacific region, we will instruct the Correspondent Bank to charge us for the fee (which we will not charge to you).	Varies dependent on Correspondent Bank and number of Correspondent Banks involved in the payment.
Statement / Confirmation Reprint:	\$3.00 each
Transfers to other institutions (EFT)	\$0.00 (free)
Request for Audit Certificate	\$30.00 per certificate
Record search/copy fee	\$70.00 per hour
Interest Certificate (Previous Financial Years)	\$15.00 per certificate

## About Fees and Charges

In charging any fee or charge we will comply with:

- (a) the law (including any obligation we may have to disclose our fees to you);
- (b) the ePayments Code (if applicable);
- (c) the Banking Code of Practice (if applicable).

# Exemptions from Fees and Charges

In certain circumstances Suncorp Bank may exempt customers or refund fees and charges. The circumstances when we do so may be at our reasonable discretion, based on our business relationship with you. To find out when we may do this please contact your Foreign Exchange Representative.

We can change the exemption and refund fees and charges at any time.

# Government Fees and Charges

No government fees and charges apply to Suncorp Bank Treasury accounts or products.

### How to contact your foreign exchange representative

If you have any questions about this document, or to obtain details of our exchange rates or other fees and charges please contact your Foreign Exchange Representative:

Please note that instructions by phone, fax, email, post or any other agreed electronic form can only be accepted from an individual properly authorised to give them. An Authorised Signatory of the product must sign the instructions.

Phone	Fax	Email
1300 557 763	(07) 3031 2209	treasuryfx@suncorpbank.com.au
		(payment instructions only)

Note: All conversations with Suncorp Bank Treasury are recorded

Postal Address:

Treasury Operations FI015 Suncorp Bank (Norfina Limited)

GPO Box 2432, Brisbane 4001

### Communicating with us

All phone conversations with Foreign Exchange Representatives are recorded. You agree and acknowledge that we can intercept, record, read or view by any means any communication you may have with or make to us by any means. Communication includes but is not limited to any telephone communication, email, fax and any other form of electronic or wireless communication.

## General information

Acceptance to the Terms and Conditions

You agree that you accept the Terms and Conditions and that they apply to you and your Account when:

- (a) you, a person authorised by you, an Authorised Dealer or Authorised Signatory of the account initiates or makes a transaction on your account; or
- (b) you, a person authorised by you, an Authorised Dealer or Authorised Signatory of the account accepts these Terms and Conditions in writing.

# Definitions and Interpretations

Many of the words that have particular banking or legal meaning are described in the 'Important Terms' section at the end of this document.

Headings used are a guide only. Singular references include the plural and vice versa.

Any reference to "includes" is given by way of example and is not intended to limit the term it applies to.

Each reference to a time is a reference to the time in Sydney, Australia unless expressly stated otherwise



Subject to our legal obligations, we may exercise our reasonable discretion in any manner we think fit to protect our legitimate business interests.

The parties agree that it is their intention that, in the interpretation of these Terms and Conditions:

- if possible, words which have an ordinary meaning are given that meaning;
- these Terms and Conditions are to be interpreted broadly;
- if a general term is used, it must be given a broad meaning; and
- general terms must not be limited because of any rules of interpretation.

There are some words, abbreviations and phrases that apply to particular products or services we provide or may provide, that are defined in certain clauses of these Terms and Conditions.

Where those words, abbreviations and phrases are defined in a particular clause of these Terms and Conditions those meanings only apply to the particular clause they appear in and will prevail over any equivalent word, abbreviation or phrase in this clause.

If any clause in the Terms and Conditions for a particular product or service we provide or may provide that is inconsistent with any other clause or provision of the Terms and Conditions, the parties agree that these Terms and Conditions shall prevail to the extent of the inconsistency to the extent allowed by law.

#### Severability

If a mandatory law or Code binding on us would apply to a particular provision so that it would make that provision void, unenforceable or in breach of the applicable law or Code, then the relevant provision will be:

- (a) read down; and
- (b) construed as if it were varied so we are not required or permitted to apply or rely on that provision in a manner or to an extent that is inconsistent with that law or Code.

This provision prevails over any other provision in these Terms and Conditions.

If, despite this clause any provision is void, unenforceable or remains in breach of a law or Code, then that provision will be treated as ineffective and severed to the extent only that the provision is void, unenforceable or in breach but without invalidating the other parts of this document.

# Privacy and Confidentiality

Suncorp Bank offers different categories of financial products and services.

We need to collect personal information from our customers so we can:

- set up and administer a product for you; and
- improve our financial products and services.



Without this information, we cannot provide the product or service. If you would like a copy of our Privacy Policy or Privacy Statement – Lending, please contact your Foreign Exchange Representative or visit our website www.suncorpbank.com.au/privacy.

## How to contact us with a complaint

#### Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

By phone: 1300 55 77 63

By email: treasuryfx@suncorpbank.com.au

Complaints can usually be resolved on the spot or within 5 business days.

## Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

By phone: 1800 689 762

By email: bank.customer.relations@suncorpbank.com.au

By Fax: 1300 767 337

In writing: Reply Paid 2432

Suncorp Bank Customer Relations RE058 GPO Box 2432 BRISBANE QLD 4001

Customer Relations will contact you if they require additional information or when they have reached a decision. When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

# Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Time limits may also apply, you are generally required to lodge a complaint with AFCA within two years of our final response to your complaint. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

Online: www.afca.org.au

By email: info@afca.org.au

By phone: 1800 931 678

In writing: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

## Financial Difficulty

We advise you to inform us as soon as you can if you are in financial difficulty. If you have a joint account with someone and find yourself in financial difficulty, we can provide assistance to you without involving the other person. You can contact us on 13 11 75.

#### Laws and codes of practice

Where applicable, the Banking Code of Practice, ePayments Code and the AFMA Code of Ethics and Code of Conduct apply to your accounts and our services. The relevant provisions of the Banking Code of Practice (including any amendments) apply from the date Suncorp Bank formally adopted the provisions of the Code.

We agree to follow the rules of the ePayments Code for Electronic Banking transactions made in Australia and we give you a warranty that we will do so. You have certain rights at law, which cannot be limited or excluded. Nothing in these Terms and Conditions limits or excludes those rights, however, Suncorp Bank's liability is limited to the maximum extent permitted by law.

These Terms and Conditions shall be governed by the laws of Queensland. Any Instructions shall be governed by the laws of Queensland unless expressly specified otherwise in the Instruction.

#### AFMA OTC market conventions

Where applicable, Suncorp Bank endeavors to follow the Australian Financial Markets Association (AFMA) Over the Counter (OTC) Market Conventions.

The conventions are not legislative or prescriptive in nature. Rather, they are intended to mirror the consensus view of the market as to what are the most common practices in the respective markets. This will enable you, Suncorp Bank and other parties, to avoid misunderstandings due to differing perceptions of common market conventions when dealing.

If you require further information regarding the conventions, please visit the AFMA website at www.afma.com.au

#### Indemnity for loss or damage

Subject to law and these Terms and Conditions you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us by any person arising directly or indirectly because:

- you did not observe any of your obligations under these Terms and Conditions or an Instruction; or
- you acted negligently or fraudulently in connection with these Terms and Conditions or an Instruction: or
- we act on any Instruction that we believe was duly given.

You agree to pay us for any loss, damage or costs we might have, suffer or incur, if:

- (a) you do not follow any law or regulation that applies to your product, account, service or transactions on your account;
- (b) you do not follow our Terms and Conditions or particular conditions;
- (c) a transaction, including an overseas transaction, you initiated is dishonoured, returned or cannot be processed;
- (d) there is any breach by you as a trustee or director; or
- (e) we act on any Instruction that we believe was duly given,

except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## Changing the Terms and Conditions

We can change, add to, delete or vary these Terms and Conditions at any time for one or more of the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) to respond to changes in the cost of providing the Treasury Foreign Currency Deposit Account;
- (e) discontinue a Treasury Foreign Currency Deposit Account in which case we may change the terms of your product to reflect a different product with similar features to the discontinued product; or
- (f) to make these Terms and Conditions clearer or to add features.

For example, we can change:

- (a) interest rates and the way we calculate interest;
- (b) fees and charges;
- (c) when we charge or pay interest; or
- (d) features, benefits or responsibilities under these Terms and Conditions.



## Telling You About the Changes

Where we change the Terms and Conditions, we will give you the period of notice set down by law, these Terms and Conditions or any other applicable Code. If no period of notice is needed, we can make changes, variations, additions or deletions immediately and you might not be told of these before they happen. Unless otherwise specified in our Terms and Conditions we will notify you as set out in the table below.

Type of change	Time Frame	Method of notification
Interest Rates		
Change in an interest rate due to change in the Central Bank Cash Rate	As the interest rate change is due to a change in the Central Bank Cash Rate, we may not be able to inform you on the day of interest rate change.	Advice on or with your next statement.
Change in an interest rate other than change in the Central Bank Cash Rate	No later than the date of change.	A notice in writing or on Electronic Equipment.
Change the way we calculate interest	At least 30 days in advance.	One or more of the following:  a. advice on or with your statement; or  b. a notice in writing or on Electronic Equipment.
Change how we charge or pay interest	At least 30 days in advance.	One or more of the following:  a. advice on or with your statement; or  b. a notice in writing or on Electronic Equipment.
Standard Fees and Charges		
Introduce or increase a new fee or charge	At least 30 days in advance.	One or more of the following:  a. advice on or with your statement; or  b. a notice in writing or on Electronic Equipment; or  c. a notice in the national media.
Introduce or change a government charge	Reasonably promptly after the government notifies us of the government charge, however we do not have to notify you if the government publicises the introduction or change.	One or more of the following:  a. advice on or with your statement; or  b. a notice in writing or on Electronic Equipment; or  c. a notice in the national media.

Type of change	Time Frame	Method of notification
Change how we deduct fees and charges  Other Changes to Terms an	At least 30 days in advance	One or more of the following:  a. advice on or with your statement; or  b. a notice in writing or on Electronic Equipment.
Any other change to the Terms and Conditions (other than where we believe that change will be unfavourable to you)	No later than the date of change	One or more of the following:  a. advice on or with your statement; or  b. a notice in writing or on Electronic Equipment; or  c. a notice in the national media
Any other change to the Terms and Conditions where we believe that the change will be unfavourable to you	At least 30 days in advance. However, we may provide you with a shorter notice period, or no notice, of an unfavourable change if we believe doing so is, in our reasonable opinion, necessary for us to manage a material and immediate risk.	One or more of the following:  a. advice on or with your statement; or  b. a notice in writing or on Electronic Equipment.

We may also publish information around changes to the Terms and Conditions in national media in addition to any notice that we will provide you as outlined above.

If we make a change to these Terms and Conditions which is adverse to you and you are unhappy with the change, you may close your Account without penalty (and if the Account is a Fixed Rate Term Deposit, this means that you may break the Fixed Rate Term Deposit before the change takes effect without penalty).

# Notices from us

Any notice or other document may be given by us by our sending it to your last known email or postal address (as last advised by you). Except where it contravenes a law or the ePayments Code, if we send it to your last known email or postal address, it is taken to have been received seven Business Days after posting. A certificate signed by an officer of Suncorp Bank is evidence of the postage date and that the mail was posted on the date stated in the certificate.

# Changing Your Details

You must contact us promptly if you or any person authorised to make transactions on your behalf changes name, signature, residential address, postal address, phone, fax number or email address

You must also advise us promptly if you change your bank account details, Standard Settlement Instructions, or Authorised Dealer or Authorised Signatory.



If you would like to change the name on your product (e.g. due to marriage, change of a company name) please contact us for details of our requirements.

If we become aware of any changes to your account details, we can take reasonable steps to amend our account records and where practicable, we will advise you of any changes.

We will only do this where the change is based on a record you have given to us and if we do, we will notify you.

## Our rights

We can exercise our rights at any time within the limits of the law. If we delay in exercising our rights, this does not mean we give up those rights.

# **Identity**

By law, we must be sure of your identity and hold certain information about you and other relevant parties (for example, beneficiaries, shareholders) before you open an account.

Otherwise, we may not be able to open an account for you. To comply with the law, you must provide any information and/or documentation we reasonably request.

In addition, from time to time we may, acting reasonably, request further information and/or documentation from you to assist us in meeting our legal obligations. You must provide such information and/or documentation when reasonably requested.

If you are an existing Suncorp Bank customer you will not generally be required to repeat the customer identification process, however you will need to identify yourself if we ask, and this may include providing a verbal password.

## **Taxation**

The Income Tax Assessment Act 1997 (Cth) determines whether any interest you earn will be taxable. The Taxation Administration Act 1953 (Cth) imposes the obligation on investment bodies to collect customers' Tax File Numbers and ABNs which we must quote to the Australian Taxation Office and other foreign regulators as required by Australian law.

We will not quote Tax File Numbers or ABNs to anyone else. You can decide whether or not to give us your Tax File Number or ABN when you open an Account with us.

If you choose not to tell us your Tax File Number or ABN, we must by law deduct from any interest we pay you, an amount of tax calculated at the highest marginal rate plus Medicare levy and send it to the Australian Taxation Office.

Children under 16, pensioners and others who do not have to lodge tax returns can claim an exemption from having to supply a Tax File Number.

If you live outside Australia, non-resident withholding tax will be deducted from any interest your Account earns unless you have an exemption. You can ask the Australian Taxation Office for an exemption if you are living overseas temporarily or if you are a member of the armed forces serving overseas.

If you have an approved exemption you should tell us. For any advice in this regard we suggest that you obtain independent advice from your registered tax advisor or accountant.

For more information about Tax File Number regulations, contact the Australian Taxation Office on 13 28 61.

### **FATCA**

Australian financial institutions, such as Suncorp Bank, must provide the Australian Taxation Office (ATO) with information about financial accounts held by U.S. persons. This is due to the Foreign Account Tax Compliance Act (FATCA) Agreement between Australia and the US. Consequently, you may be requested to provide certain information to Suncorp Bank. You must advise us promptly if your tax residency changes and either advise us of the foreign Tax Identification Number or a reason why the Tax Identification Number is not provided. The ATO is required to provide this information to the U.S. Internal Revenue Service.

#### Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS) applies to Australian financial institutions and requires Suncorp Bank to report information regarding certain accounts to the ATO and follow related due diligence procedures. Suncorp Bank is obliged to collect certain information and report it to the ATO to ensure compliance with the CRS. You must advise us promptly if your tax residency changes and either advise us of the foreign Tax Identification Number or a reason why the Tax Identification Number is not provided. The ATO may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement.

# Opening accounts

Providing our account opening requirements (including any applicable eligibility criteria) are satisfied, accounts can be opened in the name of an individual, a company, partnership, association, business etc. or as trustee for another party.

Joint accounts can be opened by two or more persons or entities.

An account must be opened in the name of the correct legal entity.

In order to open an account, you need to complete any form required by us to be completed, which give us the details we need to set up an account for you and anyone else who will use the account. You must also give us any other information we reasonably require about you to open the account.



Subject to law, we can choose not to open an account without giving you a reason. The following, among other reasons, will prevent you from opening an account:

- you are an undischarged bankrupt; or
- you suffer from a serious illness that means you are legally unable to manage your financial affairs.

#### Joint accounts

#### How to operate a joint account

A joint account is held by more than one person. All account holders need to agree on who has access to the account and how. We need this advice in writing.

If one of you asks us in writing to change the authority to operate so that all of you must sign, we will do so. If we become aware of a dispute, we may change the way the account can be accessed and require that all of you must sign. If one of you dies, any funds in the account belong to the remaining joint owners.

#### Stopping operating on a joint account

The joint account cannot be accessed if any one of the account holders asks us in writing to stop transactions and we agree. After that, all account holders must agree in writing to any further transactions being done by any account holder or operator (except for deposits).

Where a request to stop transactions is received and agreed to by us any telephone banking access and internet banking access will be cancelled.

#### **Statements**

At least once every 6 months, or where otherwise required by a law or Code we may give you a statement showing all transactions on your At Call account. You can ask for a statement relating to your At Call account at any time. However, you must produce suitable identification. We will give the statement to you as soon as possible unless the law permits us not to do so. You can also ask for copies of previous statements. We can charge a fee to provide statements. If a Foreign Currency Fixed Rate Term Deposit has a term of greater than 6 months a Confirmation will be issued each 6-month anniversary of the deal date.

#### Closing your account

You can ask us to close your At Call account at any time.

There are no fees payable on closing a Suncorp Bank Treasury account although if you're breaking a Foreign Currency Fixed Rate Term Deposit an adjustment to interest earned / payable may apply.

If your account is a joint account, it can only be closed in accordance with the authority to operate the account that we hold. If more than one account holder is required to operate the account, then that number of persons is required to authorise the account to be closed.

You must pay us for any reasonable fees or interest that results from transactions being posted to your account after the account has been closed.



We can close your account in accordance with the Treasury Terms and Conditions.

If your account is closed, you will be required to:

- (a) follow our rules for closing accounts;
- (b) complete any forms or indemnities we need;
- (c) repay any reasonable costs we have in closing your account; and
- (d) meet any responsibilities you had under these Terms and Conditions before your account was closed.

When your account is closed, any credit balance and any Accrued Interest will be paid to you. If there are any outstanding fees, charges or other amounts owing to us we will deduct these first.

#### Giving us instructions

Please note where the AFMA OTC Market Conventions apply you should refer to the relevant Product Information Document or Product Disclosure Statement where available for information on how to give us Instructions, as the method of Instruction may differ from product to product.

Generally, we can act on Instructions from you (including those given by telephone, fax, Email or in any other electronic form where agreed from time to time). We can, acting reasonably, ask you to prove your identity, including by providing us with a verbal password over the phone, and give us an acceptable indemnity before we act on your Instructions. We can also delay or refuse to act on your Instructions.

In consideration of us accepting or acting upon your Instructions, including those given by telephone, fax, Email or in any other electronic form from time to time, you acknowledge and agree:

- (a) Your Instructions shall be sent to such number or Email address and for the attention of such individuals as we may require from time to time.
- (b) That you will comply with any security procedures or processes (if any) we reasonably require.
- (c) No Instruction is operative until we accept it.
- (d) We may rely on any Instruction that purports to have been sent, initiated or authorised by you, your Authorised Dealer, Authorised Individual or Authorised Signatory and appears to us to be in compliance with any security procedures or processes (if any) we reasonably require.
- (e) We do not need to make any enquiries as to the authority or identity of the person giving or purporting to give us Instructions nor do we need to verify the authenticity, accuracy or completeness of any Instruction given by you, your Authorised Dealer, Authorised Individual or Authorised Signatory where the Instruction appears to us to be in compliance with any security procedures or processes (if any) we reasonably require, unless we have knowledge or reasonably ought to have knowledge that the Instruction was not made with your knowledge, authority or consent.
- (f) Any Instruction will be binding on you where the Instruction appears to us to be in compliance with any security procedures or processes (if any) we reasonably require.



- (g) That fax, Email and other agreed electronic form Instructions are sent on your letterhead or otherwise clearly identify you as the sender and signed by you or your Authorised Dealer, Authorised Individual or a duly Authorised Signatory. At our request you will confirm all Instructions in writing.
- (h) We are not obliged to act upon Instructions from you and acceptance of one or more Instructions by us shall not oblige us to act on or otherwise accept further Instructions from you.
- (i) We shall not be liable for any loss or damage (whether consequential or otherwise) incurred by you as a result of us acting on Instructions from you which we believed were duly given by you, an Authorised Signatory, Authorised Individual or Authorised Dealer, except to the extent that the loss or damage is cause by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- (j) Any reference to signing in these Terms and Conditions, an ISDA Master Agreement, Derivatives Master Agreement or any other document includes giving an Instruction or signing by any means whatsoever including by Email.

This section on "Giving Us Instructions":

- (a) Applies in addition to any other term or condition in any ISDA Master Agreement or Derivatives Master Agreement; and
- (b) Where there is any inconsistency between this section and any term or condition of any ISDA Master Agreement or Derivatives Master Agreement this section shall prevail to the extent of the inconsistency.

## Dealing authority and Power of Attorney

# Dealing authority

You are able to give up to four people the authority to provide instructions and transact on your behalf. This means that they will be able to fully operate your Treasury account and will be allowed to make deposits and withdrawals and conduct other transactions.

To authorise an individual to act on your behalf they must be listed on the Client Details Form (or such other forms we may require from time to time), which must also be signed by you and complete the customer identification process.

You can specify what the person you appoint can do and which accounts they can access by completing the Special Instructions section of the Client Details Form (or such other forms we may require from time to time). If you want to change or cancel the appointment of the person, you must provide original written advice detailing all changes, signed by you or another Authorised Signatory.

The appointment may also cease once we are notified of your death or that you have become mentally incapacitated or in the case of a business, resignation or change of role of the Authorised Signatory.



We only accept telephone transaction instructions from an Authorised Dealer. We only accept written instructions of any kind from an Authorised Signatory.

A person can be both an Authorised Dealer and an Authorised Signatory.

## Power of Attorney

You can appoint a person to be your attorney under a Power of Attorney to transact on your behalf.

We must have an acceptable, certified copy of the original Power of Attorney and complete the customer identification process before an attorney can access an account/product. You must tell us as soon as possible if you cancel, change or revoke the Power of Attorney.

Risks with appointing dealing authorities and Powers of Attorney You appoint a dealing authority or an attorney at your own risk.

You are responsible for any transactions that person makes on your behalf, even if you do not know about the transactions.

You must not give your Telephone Access Code, any password or other secret code or Access Method we give you to the appointed person or anyone else. We may issue a separate Telephone Access Code, password or other secret code or Access Method to any appointed person you have authorised to operate your account/product.

Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including our officers, employees, contractors or agents), we are not responsible for a dealing authority/attorney or the way that a dealing authority/attorney accesses an account/product. Subject to law, unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including our officers, employees, contractors or agents), we are not liable for any loss or damage caused by a person you have authorised to operate on your behalf.

#### Trusts

If you are the trustee, you:

- (a) must act according to the terms of the trust and for the benefit of the trust and its beneficiaries;
- (b) must not misuse the trust funds or use any rights you have against the trust funds;
- (c) agree to these terms and conditions as trustee and in your own personal capacity;
- (d) must be the only trustee (unless we agree to something different in writing);
- (e) must not breach the terms of the trust for as long as you have the account/product.

All transactions must follow the trust's guidelines. You must be authorised as trustee as well as complete the customer identification process to agree to the Terms and Conditions and any particular conditions.



#### Companies, partnerships and incorporated associations

If the account and/or product holder is a company, partnership or incorporated association we can only accept instructions/requests in the way the rules of the company, partnership or incorporated association allow.

If any director, partner or authorised office holder requests in writing that a hold be placed on the account, we can do this. If you request us to change the way an account is operated, you need to provide appropriate authority satisfactory to us, before we can make any changes.

If we become aware of a dispute, we may place a hold on the account or change the way the account is operated.

Errors on statements or confirmations, mistakes and unauthorised transactions You must read statements and other records and write to us promptly if there is a mistake, if information is missing or if statements show transactions you did not make.

If you detect an error or believe a transaction was not authorised by you or that an amount has been credited to your account that you may not be entitled to, you must notify us as soon as you become aware of the transaction.

Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including our officers, employees, contractors or agents), where moneys have been transferred by you to another account in error or by mistake you are solely responsible in relation to correcting that error and any loss suffered.

Where moneys have been transferred to you by someone else or you in error, you agree:

- (a) we may in our reasonable discretion disclose (disclosure to which you consent by the opening of your account) to the payer, the name and number of your account where your account has been incorrectly credited;
- (b) in the event of a dispute we may pay the funds to a court pending resolution of any dispute;
- (c) we may in our reasonable discretion on forming a reasonable opinion that your account has been incorrectly credited in error, freeze that amount in your account or reverse those funds from your account or deduct the amount of those moneys from your account.

Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations, (including our officers, employees, contractors or agents), we are not responsible for any loss you may suffer due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to us for the operation of your account and/or product.

Some transactions are governed by the ePayments Code. We will comply with the requirements of any law, code or scheme applying to any disputed transaction.

## Automatic Payments and payments between institutions

(a) You may request your Foreign Exchange Representative to transfer any credit balance in your account (or any part thereof) to another account at Suncorp Bank or to an account at another financial institution; and



- (b) You can transfer money held in the same foreign currency to your account from another account at Suncorp Bank or another financial institution;
- (c) provided the nominated account is in the same name as the investment being drawn on.

No Australian dollar third party payments can be made. Automatic Payments are not allowed.

Please contact a Foreign Exchange Representative for details regarding payments. We can charge a fee for these transfers if we agree to provide them.

Payment will only be made if your account has sufficient Clear Funds. If there is only enough money to make some payments, in the absence of any other specification from you, we decide when and what payments to make.

Where the transfer is to or from another institution, unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including our officers, employees, contractors or agents), we are not liable to you for any time taken before those funds are transferred to or from the other institution. In some instances, the funds may not be transferred until the second working day after a weekend or public holiday.

Unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, we are not responsible for any errors or omissions in respect of disbursement of payment by the receiving institution.

If you arrange to send a payment to us or ask us to send a payment to another institution we will direct the transaction electronically to the intended account using only the BSB and account number information you give us. The account name may not be used to validate that the transaction has been posted to the correct account.

You should ensure you provide the correct BSB and account number details when you request any transfer payment. Unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, we are not liable to you for transactions that are directed to an incorrect account.

## Cash and Cheque deposits

Cash deposits or withdrawals are not allowed. Cheque deposits and withdrawals are not allowed.

Cheques drawn on an overseas institution cannot be deposited into Treasury Foreign Currency Deposit Account.

#### Set off

You agree that we can in order for us to protect our legitimate business interests and acting reasonably, set off and/or apply the credit balance of any account that you have with us against any debt owed by you to us, without your prior consent. We will notify you in writing if we do this. This does not apply to a loan regulated by the National Credit Code.



If we exercise this right, we will withdraw the amount you owe us from the credit balance in your account and apply this amount to reduce any other amount you owe us.

#### Confirmations

We will send you a Confirmation of transactions made and the terms applying to the transaction via fax, post, email or in any other electronic form where agreed from time to time. The Confirmation will be admissible evidence of the transaction made and terms applying to the transaction.

You must review the Confirmation within 24 hours of receipt and ensure you advise us as soon as possible if you believe there is any incorrect information. Upon notification, we will proceed to investigate and attempt to resolve any concerns. In doing this, we will comply with the requirements of any law, Code or scheme applying to any disputed transaction.

#### Losses and errors

An unauthorised transaction, that is a transaction you do not authorise, does not include any transaction carried out by you or by anyone performing a transaction with your knowledge and consent.

Where you do not authorise a transaction, you will not be responsible for losses that are:

- (a) caused by our fraudulent, negligent conduct or wilful misconduct (including that of our officers, employees, contractors or agents) or companies involved in networking arrangements or merchants or their agents or employees;
- (b) losses that are caused by the same transaction being incorrectly debited more than once to the same account.

Where it is clear that you have not contributed to any loss caused by unauthorised transactions you will not be liable.

## When you are liable for losses

You will be liable for losses resulting from unauthorised transactions where on the balance of probability we can prove that you contributed to the losses through fraud. We are not responsible for any loss suffered if the account numbers, BSB or amounts of transactions you authorise are incorrect or invalid or if you authorise transactions more than once in error.

You must check the details of each transfer and each transaction in a payment and ensure that the accounts, BSB and amounts are correct. Once you authorise transactions to be processed we will not be able to stop, withdraw, suspend or delete the transfer, change any details or recover the funds.

If a transfer is unable to be processed by the receiving financial institution, the funds will be returned to your account. This may take approximately 5 days but can take longer depending on the other financial institution.

If an electronic transfer to another financial institution fails, it is possible that the funds returned to us and subsequently returned to you, may be less than the funds originally



transferred due to failure fees charged by the other financial institution or market movements in exchange rates if the return of funds involves an exchange.

#### Overseas transactions

## Exchange Rates

Transactions processed in foreign currency may be converted to Australian dollars using the exchange rate specified by your Foreign Exchange Representative at the time of processing.

#### Margin

The exchange rate applied in conversion from one currency to another is determined by the market foreign exchange rate, plus a margin which is the difference between the market foreign exchange rate and the foreign exchange rate we quote for your foreign currency transaction. The margin may be retained by us.

The size of the margin is determined in our reasonable discretion on a transaction by transaction basis, with the notion of compensating Suncorp Bank for its internal costs and risks involved in entering the transaction. Possible factors that may influence the size of the margin include but are not limited to: the volume and frequency of transactions, the currency pair, our internal cost and profit margin, and your business relationship with Suncorp Bank itself (if applicable).

## Legal Requirements

Transactions processed in foreign currency are subject to any laws that apply. If we have reasonable grounds for thinking that your overseas transaction breaks any law applying at the time, we can refuse to process it.

# Telegraphic Transfers

Whenever you instruct us to send a Telegraphic Transfer:

- (a) We may use overseas banks, called Correspondent Banks, to act on our behalf when completing a Telegraphic Transfer. To the extent permitted by law, we shall not be liable for any loss or damage suffered as a result of us acting on your instructions in good faith, or delays from us or any Correspondent Banks making payment pursuant to these instructions, or from errors in the Beneficiary Bank details you provide, or for any loss or damage resulting from any act or omission of any Correspondent Bank (except where such loss or damage is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents or contractors).
- (b) The time taken for a payment to be received by the Beneficiary depends on the banking systems of the countries of Correspondent Banks through which the payment is made and the provision of correct and complete Beneficiary Bank details. The money sent overseas will normally be available for payment to the Beneficiary between 2 to 5 Business Days from when we have processed your instructions in accordance with the Telegraphic



Transfer application. The time in which your payment is received by the Beneficiary is subject to circumstances beyond our control (e.g. international communications failure and/or problems or delays in the processing of our payment message by the Correspondent Banks). Payment of the transferred money to the Beneficiary Bank is the responsibility of Correspondent Banks and the timing of the payment is therefore beyond our control. All enquiries to Correspondent Banks concerning payment will be at your cost and may be waived by us.

- (c) If we or any Correspondent Banks has reasonable grounds for suspecting or believing that the overseas Transaction directly or indirectly contravenes or will contravene any applicable law, including but not limited to, anti-money laundering and anti-terrorism financing laws and regulations, we and/or Correspondent Banks can refuse to process it and we reserve all rights to disclose the Transaction to any government entity, regulatory authority or to any other person we or any Correspondent Bank reasonably considers necessary for these purposes. We (or our officers, employees, contractors or agents) or any Correspondent Banks will not be liable for any loss or damage suffered due to the Transaction contravening any such laws except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- (d) It may be necessary for us to disclose your personal information to complete this Transaction, including name and address, outside of Australia. By requesting us to process a Telegraphic Transfer, you acknowledge that Australian Privacy Principle 8.1 will not apply to any such disclosure and acknowledge we will not be obliged under the Privacy Act to take reasonable steps to ensure that an Beneficiary does not breach the Australian Privacy Principles and we will not be liable if the Beneficiary does breach the Australian Privacy Principles. You consent to such disclosures.
- (e) To the extent permitted by law, you agree to keep us indemnified against any claims that may be made against us by reason of us having acted on the instructions contained in the Telegraphic Transfer application except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- (f) In addition to our fees and charges, the processing of a Telegraphic Transfer may be subject to fees and charges from our Correspondent Banks involved in the Transaction. There may be more than one Correspondent Bank involved, each of which may seek reimbursement for their services. We will instruct the Correspondent Banks (excluding payments made to the South Pacific region) to deduct their fees from the payment you make. In some instances, we may receive a rebate from the Correspondent Bank. Where such fees and charges are deducted, you must assume that the Beneficiary will receive a lesser amount than the amount originally sent. For payments made to the South Pacific region, we will instruct the Correspondent Bank to charge us for the fee (which we will not charge to you). If a Correspondent Bank fails to observe our instructions to charge us for the fee, we will not be liable for any losses you incur. If a Correspondent Bank fails to observe our instruction to deduct their fees from the payment, you will have to reimburse us for any additional fees or charges which they may impose on us.

#### Financial Claims Scheme

The Foreign Currency Account is not a "protected account" under the Banking Act 1959 with the result that the priority available to protected accounts under section 13A(3) (c) of the Banking Act will not apply to Foreign Currency Accounts.

#### Important Terms

The following table defines and explains the meaning of some terms used in this PID.

Term	Means
Accrued Interest	Interest that has accumulated to date but has not yet been paid to you.
Access Method	<ul> <li>a. a method authorised by us for use by you and accepted by us as authority for us to act on an instruction given through electronic equipment to debit or credit an account. This does not include a method requiring the user's manual signature where the comparison of the appearance of that manual signature with a written specimen signature is the principal intended means of authenticating a user's authority to give the instruction (whether or not that means is used in a particular transaction); and</li> <li>b. comprises the use of one or more components including (but not limited to) device, identifiers, codes or a combination of these.</li> </ul>
Account	<ul><li>a. Treasury Foreign Currency Fixed Rate Term Deposit;</li><li>b. Treasury Foreign Currency At Call Deposit.</li></ul>
AFSL	Australian Financial Services License
AML/ CTF Laws	The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the regulations made under that Act.
At Call	Your funds are repayable on demand without the need for prior notice.
AUSTRAC	The Australian Transaction Reports and Analysis Centre and any replacement Australian government agency conducting some or all of AUSTRAC's functions.
Australian Sanctions Laws	Charter of the United Nations Act 1945 (Cth) and Autonomous Sanctions Act 2011 (Cth) and the Regulations under those Acts.
Authorised Individual	Has full authority to transact and sign on the account, unless otherwise indicated on the Suncorp Bank Treasury Client Details Form
Authorised Dealer	A dealer who has the authority to exchange information and book in a deal or transaction.
Authorised Signatory	A signatory who has the authority to sign all documents. This includes settlement instructions, transactional instructions and amendments to customer details.
Automatic Payments	A recurring transaction from your account including transactions where your account is the debit account nominated pursuant to a direct debit agreement with a merchant as the debit issuer.

Term	Means
Banking Code of Practice	The Australian Banking Association's 2020 Banking Code of Practice, as updated by way of new releases and adopted by us from time to time.
Beneficiary	The person/corporation receiving the payment of funds.
BSB	A 6-digit number used to identify account institutions when making electronic payments.
Business Day	A day when banks are open for business in each of the centers applicable to the currencies being transacted and the United States.
Central Bank	The Reserve Bank of Australia or such other central bank, reserve bank, or monetary authority that manages the currency, money supply, and interest rates for an applicable jurisdiction for a relevant currency.
Central Bank Cash Rate	The daily interest rate set by the Central Bank in the country to which the currency applies. For example, the Federal Funds Rate is the benchmark cash rate for USD.
Clear Funds	Those funds that are available for withdrawal. Cheques and payments other than cash may have a waiting period during which the funds are unavailable. Funds from electronic transfers are usually available more quickly than funds from cheques.
Close Off Time	The time on a given Business Day before which we will process your transaction for value that day. Close off times vary depending on the country of currency of your deposit and its time zone. Information on transaction specific close off times can be confirmed by contacting your Foreign Exchange Representative.
Code	Any industry code of practice that applies to us, your account or a transaction and includes the ePayments Code and the Banking Code of Practice.
Confirmation	A written advice from us that is proof of your transaction. It contains details such as the date, names, address, amount of foreign currency, amount of AUD, Exchange Rate and Beneficiary details.
Day Count Convention	This is an adopted convention used to calculate interest accrued on bonds and other interest rate dependent securities.
Derivative Master Agreement	The Master Agreement for Foreign Currency and Derivative Transactions issued by Suncorp Bank (Norfina Limited).
Electronic Banking	A banking service that allows you to initiate a Funds Transfer by giving an instruction, through Electronic Equipment and an Access Method, to debit or credit an account.
Electronic Equipment	An electronic terminal, computer, television and telephone.
Email	Includes any electronic transmission method, system or process and any information transmitted electronically



Term	Means
ePayments Code	Regulates electronic payments including online payments, internet and mobile banking, BPAY®, ATM, EFTPOS and credit card transactions ® Registered to BPAY Pty Ltd ABN 69 079 137 518.
Exchange Rate	The value of one currency in terms of another currency.
External transfers	Funds Transfers that are sent from us to another institution electronically.
Fixed Interest Rate	A rate of return, shown as a percentage per annum, that does not change for the term of the transaction.
Foreign currency	Any currency other than Australian dollars.
Foreign Exchange Representative or Representative	A Suncorp Bank employee that works in the Treasury Foreign Exchange Desk.
Funds Transfer	A transfer of funds from one account to another, (either yours or a third party) whether both accounts are held at Suncorp Bank or one account is held at another financial institution external to Suncorp Bank.
FX Products	Any foreign exchange product or service provided by Suncorp Bank Treasury, including Foreign Exchange Forward Exchange Contracts, Foreign Exchange Swaps, Foreign Exchange Value Tomorrow and Foreign Exchange Value Spot products.
Instruction	Any instruction, notice, consent, request, approval, acceptance, confirmation, information or document.
ISDA Master Agreement	The Master Agreement approved by the International Swaps and Derivatives Association Inc. that governs a variety of derivative transactions entered into between the parties named in the Agreement. The Agreement outlines the terms and conditions that each party has agreed to comply with and are read in conjunction with the Confirmation.
Legitimate Interests	Means:
	a. our legitimate funding (including securitisation), business risk
	management, prudential or security requirements; and b. any other requirements that are reasonably necessary to protect us against a material risk to us of: i. a monetary default by you;
	ii. our ability to enforce our rights against a security;
	iii. the value of a security being materially compromised; or
	iv. our financial detriment.
Market Rate	The prevailing interbank market interest rate for the applicable currency for a certain period of time according to Reuters. Where there is no published market interest rate for the relevant number of days, the market interest rate will be determined by Suncorp Bank by reference to the nearest lesser and greater published number of days.



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Term	Means
South Pacific Region	The following countries: New Zealand, Papua New Guinea, Fiji, Solomon Islands, Vanuatu, Samoa, Tonga, Cook Islands, Tuvalu, Niue, Micronesia, Kiribati, Marshall Islands, Palau, Nauru, New Caledonia and French Polynesia.
Standard Settlement Instructions	Payment or receipt instructions, including Beneficiary's name, bank, branch, account number, invoice details and codes so we can pay or receive money correctly, each of which must be:
	<ul><li>a. given to us in writing by an Authorised Signatory of the account;</li><li>b. in the same name as the account (if applicable); and</li><li>c. agreed to by appropriate authorities in Suncorp Bank.</li></ul>
Suncorp Bank Treasury	The division of Suncorp Bank known as Suncorp Bank Treasury or Treasury.
Suncorp Bank	Norfina Limited ABN 66 010 831 722, its successors and assigns.
Telegraphic Transfer	A funds transfer sent electronically to an overseas bank account held with an external financial institution.
Telephone Access Code	Any password or code that you are required to keep secret, and which is used to identify yourself to us when you are conducting Transactions over the telephone.
Terms and conditions	<ul> <li>a. the terms and conditions contained in the paragraphs of this PDS;</li> <li>b. the Treasury Terms and Conditions document;</li> <li>c. conditions imposed by law and applicable Codes;</li> <li>d. any Confirmation;</li> <li>e. fees and charges and interest rates specified by us; and</li> <li>f. any application form completed and signed by you in relation to a Suncorp Bank Treasury Product. This may include any client details form signed by you to establish the Authorised Dealers and Authorised Signatories that can authorise and confirm foreign exchange transactions.</li> </ul>
Treasury Terms and Conditions	The terms and conditions set out in the Terms and Conditions for Treasury document.
Transaction	Any fees, charges, deposits, withdrawals, credit or debit instructions or advice made from or added to your account in any way.
we', 'our' or 'us'	Suncorp Bank (Norfina Limited ABN 66 010 831 722).
'you' or 'your'	The person who has an account with us. It can also include a partnership, trust, company or corporation. If more than one person has the product/account, 'you' includes all those people – singly and as a group, 'your' is used in the same way. All references to 'you' and 'your' include the successors, administrators or assigns of you or that person.

# How to contact us



Call 1300 138 072



Online suncorpbank.com.au



Local Branch

