

# Foreign Exchange Swaps

---

## Product Disclosure Statement

Issued by Suncorp Bank (Norfina Limited  
Australian Financial Services Licence No. 229882  
ABN 66 010 831 722)

Dated: 1 August 2024



# Important information

## Purpose of this PDS

This Product Disclosure Statement (**PDS**) is an important legal document that contains statements and information concerning, and Terms and Conditions applicable to, Foreign Exchange Swaps (**FX Swaps**) issued by Suncorp Bank (Norfina Limited ABN 66 010 831 722 AFSL 229882) (**Suncorp Bank, we, our or us**). The information in this PDS can help you:

- decide if this product meets your needs; and
- compare this product with similar products.

## General information only

**The information in this PDS is general information only and doesn't take into account your personal objectives, financial situation or needs. Prior to making a decision about this product you should consider the information in this PDS.**

**You should also consider the Target Market Determination (TMD) available at <https://www.suncorpbank.com.au/content/dam/suncorp/corporate/documents/investors/foreign-exchange-swaps-tmd.pdf>. The TMD sets out the target market for this product, triggers to review the TMD and certain other information. The TMD does not form a part of this PDS and the Terms and Conditions applicable to this product.**

**You should obtain advice tailored to your personal circumstances in respect of legal, tax, accounting and financial implications of entering into FX Swaps.**

When you acquire this product, you are entering into a contract with Suncorp Bank (Norfina Limited) and agree to the Terms and Conditions. This means that you only deal with us in relation to this product. If you decide to enter into an FX Swap, you should keep this PDS and all other documentation related to your transaction for future reference.

## Contact Suncorp Bank

If you have any questions about this PDS, would like a hard copy of this PDS and associated information or wish to contact us, call 1300 557 763 between 8am and 5pm AEST, from Monday to Friday. You may also visit our web site at [suncorpbank.com.au](https://www.suncorpbank.com.au), or visit any Suncorp Bank Branch. Suncorp Bank Treasury can

also be contacted by letter addressed to: Treasury Operations, Suncorp Bank (Norfina Limited), GPO Box 2432, Brisbane QLD 4001.

## Important terms

**To assist you in understanding this PDS, the definitions of some words have been provided in the "Important Terms" in section 10.**

## Australian distribution only

The offer, to which this PDS relates, is available to persons receiving the PDS (electronically or otherwise) in Australia, who are Australian residents.

The distribution of this PDS in jurisdictions outside Australia may be restricted by law and therefore, persons into whose possession those documents come should seek advice on and observe any such restrictions. Failure to comply with relevant legislation may violate these laws. This PDS does not constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

## Updating the PDS

**The information in this PDS is subject to change from time to time and is up to date as at the date stated on the cover. Where the new information is materially adverse information Suncorp Bank will either issue a new PDS or a supplementary PDS setting out the updated information. Where the new information is not materially adverse information, we will not issue a new PDS or a supplementary PDS, but we will make the updated information available to you on our website [suncorpbank.com.au](https://www.suncorpbank.com.au), or you can call 1300 557 763.**

**If you ask us to, we will send you a hard copy of the updated information free of charge.**

## Examples in this PDS

Examples are for illustrative purposes only. The actual Exchange Rate will vary depending on the terms of the FX Swap and the factors listed in section 2 of this PDS.



# Contents

<b>I</b>	<b>Key Features</b>	<b>4</b>	<b>5</b>	<b>How to transact</b>	<b>11</b>
<b>2</b>	<b>Product Overview</b>	<b>5</b>		How to contact your Foreign Exchange Representative	11
	What is an FX Swap?	5		Credit Facility	11
	Margin	5		Legal Entity Identifier	12
	Calculating rates	5		Communicating with us	12
	Examples of how FX Swaps can work	5		Your FX Swap master agreement	12
	Term of FX Swaps	7	<b>6</b>	<b>How settlement takes place</b>	<b>12</b>
	Optional delivery period	7			
	Early termination of an FX Swap on request	7	<b>7</b>	<b>Taxation</b>	<b>12</b>
	Early termination of an FX Swap by Suncorp Bank	8		FATCA	13
	What are the benefits of an FX Swap?	8		Common Reporting Standard	13
	What are the disadvantages of an FX Swap?	8	<b>8</b>	<b>Other important information</b>	<b>13</b>
<b>3</b>	<b>Fees and charges</b>	<b>8</b>		FX Swap Terms and Conditions	13
	Applicable fees and charges	9		Changing the Terms and Conditions	13
	Changing the fees and charges	9		Privacy and confidentiality	14
	Exemptions from fees and charges	9		Identity	14
	Suncorp Bank earns income on FX Swaps	9		Set Off	14
	Remuneration and other benefits paid to Representatives	9		Banking Code of Practice	14
	Government fees and charges	9		Financial Crimes Monitoring	15
<b>4</b>	<b>Risks</b>	<b>9</b>	<b>9</b>	<b>How to contact us with a complaint</b>	<b>15</b>
	Significant Risks	10		Let us know	15
	Other Risks	10		Review by our Customer Relations Team	15
	Early Termination Calculation Examples	11		Seek review by an external service	16
			<b>10</b>	<b>Important terms</b>	<b>17</b>
				<b>How to contact us</b>	<b>20</b>

# 1 Key Features

This is a summary of the key features of the product. You should read the entire PDS before transacting.

Topic	Summary
Who is the issuer?	Suncorp Bank (Norfinia Limited ABN 66 010 831 722, Australian Financial Services Licence 229882).
What are we offering?	A Foreign Exchange Swap ( <b>FX Swap</b> ) is an agreement between you and Suncorp Bank to exchange one currency for another ( <b>Currency Pair</b> ) at an agreed Exchange Rate on an agreed date ( <b>Start Date</b> ), and then a re-exchange of these two currencies on a later date ( <b>End Date</b> ), also at an agreed Exchange Rate. In this PDS Suncorp Bank offers FX Swaps.
What are the significant benefits?	Entering into an FX Swap assists in providing protection against adverse currency movements and Exchange Rate certainty in relation to the relevant foreign exchange transaction for cashflow purposes. For further details see section 2.
What are the significant disadvantages and risks?	<ul style="list-style-type: none"> <li>- <b>Currency risk</b> - Foreign currency markets are volatile and there is a risk that Exchange Rates will move adversely, commonly called "currency risk". There is a risk that you could incur a loss to the extent that these move against you.</li> <li>- <b>Market risk</b> - This can arise due to changes in government or economic policy, interest rates and Exchange Rates, market sentiment, global events, technological change, environmental conditions or changes in legislation.</li> <li>- <b>Basis risk</b> - Basis risk, in this instance, is the risk that the value of the FX Swap will not perfectly offset an underlying position.</li> <li>- <b>Other risks</b> are explained in section 4 including <b>counterparty risk, liquidity risk, operational risk, sanctions risk</b> and <b>early termination risk</b>.</li> </ul>
What is the term?	Up to 2 years. The term of the FX Swap is subject to the agreed maximum term as per the approved Credit Facility.
Which currencies are offered?	Suncorp Bank will quote on the following currencies: AUD, CAD, CHF, DKK, EUR, GBP, HKD, JPY, NOK, NZD, SEK, SGD, THB, USD and ZAR As these are subject to change, please contact your <b>Foreign Exchange Representative</b> for a full range of currencies offered.
What is the minimum contract amount?	There is no minimum transaction amount.
What do I have to pay?	The cost of an FX Swap is determined by the Exchange Rate we agree with you. Fees and charges may be payable in relation to additional services we may provide to you in association with your transaction. For further details see "Table of Fees" in section 3.
How is it settled?	FX Swaps have two settlement dates – the Start Date and the End Date. On each settlement date you must make a physical delivery of one currency to Suncorp Bank and Suncorp Bank will make a physical delivery of another currency to you. Suncorp Bank may offer an optional delivery period. For further details see section 6.
Can I vary the settlement date?	Variations to settlement dates may be available by agreement with Suncorp Bank, including extension of the settlement date and pre-delivery. For further details see section 6.
Can I terminate the FX Swap early?	If we agree, you can terminate the FX Swap early but an amount may be payable by or to you depending on the value of the FX Swap and the prevailing Market Rates at the time of termination. Suncorp Bank may unilaterally terminate the FX Swap in certain circumstances. For further details see section 2.
How do I enter into a contract?	Access to these FX Transactions requires a completed, signed and returned Treasury Client Details Form which we provide to you prior to undertaking the agreements. You will need an approved <b>Suncorp Bank Forward Exchange Limit</b> Credit Facility with us before you can transact on an FX Swap covered by this PDS and complete, sign and return any forms we provide you. You will also need a Legal Entity Identifier (LEI). To request a quote or make an FX Swap transaction you will need to contact your <b>Foreign Exchange Representative</b> and specify the Currency Pair to be exchanged (AUD for CAD etc.), the contract amount, the settlement date or any optional delivery period (if available) required.
No cooling-off rights	There is <b>no cooling-off period</b> once you have entered into an FX Swap. Suncorp Bank is not obliged to approve a request to terminate an FX Swap before the settlement dates. For further details see section 2.
Tax	The tax consequences of executing an FX Swap will depend upon your specific circumstances. You should seek your own independent tax advice before you enter into an FX Swap. For further details see section 7.

## 2 Product Overview

An FX Swap is an agreement between you and Suncorp Bank to exchange one currency for another at an agreed Exchange Rate and on an agreed date (Start Date), and then a re-exchange of these two currencies on a later date (End Date) also at an agreed Exchange Rate. It reduces the exposure to Exchange Rate movements during the term of the FX Swap.

For example, an Australian company buys a business based and operated in New Zealand (NZ). The operating income and expenses of the NZ business are in NZ dollars (NZD) but the company borrows in Australian dollars (AUD) to fund the acquisition. They have an Exchange Rate exposure. They could reduce this exposure by entering into an FX Swap, to swap the borrowed AUD into NZD for a nominated term, the same as the term of the AUD borrowings.

You will need an approved Suncorp Bank Forward Exchange Limit Credit Facility with us before you transact in an FX Swap covered by this PDS (see section 5). Credit Facilities should be discussed with a Suncorp Bank lending representative. You should carefully consider the applicable fees and charges and terms associated with the Credit Facility.

For any terms used within the PDS that you do not understand, please refer to "Important terms" in section 10.

*We refer to Forward Exchange Contracts (FEC) in this PDS. **For more information on an FEC, please see the "Foreign Exchange – Forward Exchange Contract" PDS issued by Suncorp Bank, which you should consider in deciding whether to acquire or to continue to hold an FEC. The "Foreign Exchange – Forward Exchange Contract" PDS can be accessed at [suncorpbank.com.au](http://suncorpbank.com.au) or by contacting us on 1300 557 763 between 8am and 5pm AEST from Monday to Friday.***

### What is an FX Swap?

The FX Swap of the two currencies has:

- a fixed term; and
- an agreed rate (Swap Rate).

An FX Swap is a simultaneous sale and purchase transaction that has two settlement dates:

- the "Start Date", when a currency is first exchanged for another at an agreed Exchange Rate (agreed rate/Exchange Rate); and
- the "End Date" when the currencies are exchanged back at an agreed Exchange Rate (Swap Rate).

The Exchange Rate for each of the transactions is usually different and this difference is called "Forward Points". Forward Points are set by Suncorp Bank with reference to the then relevant Market Rates quoted in the foreign exchange market and will generally reflect the current interest rates of the two countries involved for the term of the FX Swap. They are added to, or subtracted from, the Market Rate and therefore can represent either a premium or discount to you. Forward Points are not a forecast of what the spot or Swap Rate will be at a future date.

**Please note:** Exchange Rates are subject to change, so if for any reason you do not proceed with your transaction after receiving a quoted rate you will need to obtain a new quote prior to proceeding.

It is also important to understand that when Suncorp Bank quotes you an Exchange Rate, this quote includes a margin.

### Margin

The Exchange Rate applied in converting one currency against another currency is determined by the Market Rate, plus a 'margin' which is the difference between the Market Rate and the Exchange Rate we quote for your foreign currency transaction. The margin is retained by us or shared with another foreign currency supplier. See further detail in section 3 below.

### Calculating rates

Two handy rules to remember if you are calculating the rates yourself are:

- if you are converting from foreign currency to AUD, divide the foreign currency amount by the Exchange Rate to calculate the equivalent AUD amount; and
- if you are converting from AUD to foreign currency, multiply the AUD amount by the Exchange Rate to calculate the equivalent foreign currency amount.

**Note:** Suncorp Bank will also quote on currency pairs that do not include AUD (e.g. EUR/USD, GBP/USD)

### Examples of how FX Swaps can work

*Any rates used in these examples are for illustrative purposes only and may not reflect current Market Rates, outcomes, forecasts or predictions. The actual Exchange Rate will vary depending on the terms of the FX Swap and the factors listed in section 3 of this PDS. To assess the merits of a foreign exchange contract you will need to use the actual rates and figures quoted to you.*

#### *Example 1 - FX Swap used for cashflow*

ABC Pty Ltd needs NZD 200,000 for 90 days. ABC Pty Ltd could enter into an FX Swap to:

- convert their AUD funds to NZD at an agreed Exchange Rate; and
- re-exchange the NZD back to AUD in 90 days at an agreed Swap Rate.

Effectively, an FX Swap is entered into to more closely match your cash-flow needs. An FX Swap exchanges two sets of cash-flows albeit in different currencies.

ABC Pty Ltd contacts their Suncorp Bank Foreign Exchange Representative and asks for a Swap Rate for NZD 200,000 with today as a Start Date and an End Date in 90 days.

ABC Pty Ltd is quoted:

- an initial Exchange Rate of 1.0465
- Forward Points of 0.0018 (18 points)
- a Swap Rate of 1.0483

ABC Pty Ltd confirms it will accept the rates.

The agreement today (Start Date) is:

- ABC Pty Ltd pays Suncorp Bank AUD 191,113.23 (NZD 200,000/1.0465)
- Suncorp Bank pays ABC Pty Ltd NZD 200,000.00

90 days later (End Date):

- ABC Pty Ltd pays Suncorp Bank NZD 200,000.00
- Suncorp Bank pays ABC Pty Ltd AUD 190,785.08 (NZD 200,000/1.0483)

The difference of AUD 328.15 reflects the Forward Points (which include a margin) for 90 days (which was quoted to ABC Pty Ltd as 18 points).

#### *Example 2 - FX Swap used for an importer*

XYZ Pty Ltd entered into an FEC transaction in advance of a shipment of goods to buy USD 100,000 and sell AUD 147,058.82 at an Exchange Rate of 0.6800 with a settlement date of 18 December.

Due to a delay in the delivery of XYZ Pty Ltd's shipment, XYZ Pty Ltd needs to move the settlement date to 15 January.

XYZ Pty Ltd contacts their Suncorp Bank Foreign Exchange Representative and asks for an extension of the FEC. The Foreign Exchange Representative explains that XYZ Pty Ltd could enter a FX Swap to in effect extend the FEC to 15 January.

In respect of the FX Swap, XYZ Pty Ltd is quoted:

- an initial Exchange Rate of 0.6851
- Forward Points of 0.0002
- a Swap Rate of 0.6853

XYZ Pty Ltd confirms it will accept the rates.

On 18 December the agreement (Start Date) is: (Settlement of initial FEC transaction)

- XYZ Pty Ltd pays Suncorp Bank AUD 147,058.82
- Suncorp Bank pays XYZ Pty Ltd USD 100,000.00 (Execution of first exchange of FX Swap)
- XYZ Pty Ltd pays Suncorp Bank USD 100,000.00
- Suncorp Bank pays XYZ Pty Ltd AUD 145,964.09 (Current Market Rate of USD 100,000/0.68510)

**These transactions are netted against one another and so on 18 December XYZ Pty Ltd pays to Suncorp Bank AUD 1,094.73.**

On 15 January (End Date):

- XYZ Pty Ltd pays Suncorp Bank AUD 145,921.49 (Agreed Swap Rate of USD 100,000/ 0.6853)
- Suncorp Bank pays XYZ Pty Ltd USD 100,000.00

**The total cost to XYZ Pty Ltd of 'delaying' the FEC by entering the FX Swap is 2 points or AUD 21.30 in this example.**

#### *Example 3 - FX Swap used for an exporter*

RST Pty Ltd entered into an FEC transaction in advance of a shipment of goods to sell USD 100,000 and buy AUD 149,253.73 at an Exchange Rate of 0.6700 with a settlement date of 18 December.

Due to a delay in the receipt of payment by RST Pty Ltd's customer, RST Pty Ltd needs to move the settlement date to 15 January.

RST Pty Ltd contacts their Suncorp Bank Foreign Exchange Representative and asks for an extension of the FEC. The Foreign Exchange Representative explains that RST Pty Ltd could enter a FX Swap to in effect extend the FEC to 15 January.

In respect of the FX Swap, RST Pty Ltd is quoted:

- an initial Exchange Rate of 0.6851
- Forward Points of 0.0006
- a Swap Rate of 0.6857

RST Pty Ltd confirms it will accept the rates.

On 18 December the agreement (Start Date) is:  
(Settlement of initial FEC transaction)

- RST Pty Ltd pays Suncorp Bank AUD 149,253.73
- Suncorp Bank pays RST Pty Ltd USD 100,00.00  
(Execution of first exchange of FX Swap)
- RST Pty Ltd pays Suncorp Bank USD 100,000.00
- Suncorp Bank pays RST Pty Ltd AUD 147,058.82  
(Current Market Rate of USD 100,000/0.6800)

**These transactions are netted against one another and so on 18 December Suncorp Bank pays to RST Pty Ltd AUD 2,194.91**

On 15 January (End Date):

- Suncorp Bank pays RST Pty Ltd AUD 145,836.37  
(Agreed Swap Rate of USD 100,000/0.6857)
- RST Pty Ltd pays Suncorp Bank USD 100,000.00

**The total cost to RST Pty Ltd of 'delaying' the FEC by entering the FX Swap is 6 points or AUD 63.92 in this example.**

#### Term of FX Swaps

The term of the FX Swap agreement will be agreed between Suncorp Bank and you and is for a fixed duration. The duration of the term will also be subject to the term of your Suncorp Bank Credit Facility. The term of an FX Swap agreement is not subject to any minimum time period but cannot exceed the term of your Credit Facility (see section 5).

If the underlying reason for fixing the Exchange Rate for a future delivery no longer exists, the FX Swap may be terminated at prevailing market rates which may incur a profit or loss.

#### Optional delivery period

An FX Swap may be entered into with a period during which it may be pre-delivered without the Swap Rate changing. This period is termed an 'optional period'. An FX Swap with an optional period is one where the agreed Swap Rate in the contract may be exercised without adjustment for a set period of time rather than a single date. The optional period is set for the range dates and if payment is received at any time within that period the FX Swap is early delivered without a rate adjustment. For example, you might have a six-month FX Swap where you can pre-deliver anytime in the last month without an early delivery adjustment to the Swap Rate. The optional period may be in respect of either the Start Date, the End Date or both.

The optional period does not release you from your obligations under the FX Swap.

#### Early termination of an FX Swap on request

*Foreign currency markets are volatile and there is a risk that Exchange Rates will move adversely, commonly called "Currency risk". There is a risk that you could incur a loss to the extent that these move against you.*

Suncorp Bank may consider requests to terminate an FX Swap before its settlement date on a case by case basis where there is a genuine underlying business purpose.

Where such a request is approved, Suncorp Bank will compare the Swap Rate entered into on the date the agreement was entered into to the current Market Rate to the End Date, and calculate the net present value (i.e. the then current value) of the cash flows to today's value. Depending on market movements since the date the agreement was entered into, this could result in a break cost payable by you, or a break benefit paid by Suncorp Bank. Prior to terminating your FX Swap, please contact your Foreign Exchange Representative to provide you with a termination cost or benefit quote. You should obtain independent financial advice before proceeding with a termination.

#### Example of an early termination of a Swap

Referring to Example 1, ABC Pty Ltd has entered into a FX Swap with a 90 day term for NZD 200,000 for 90 days (End Date).

Under the FX Swap, on the End Date:

- ABC Pty Ltd agreed  
to pay Suncorp Bank NZD 200,000.00
- Suncorp Bank agreed  
to pay ABC Pty Ltd AUD 190,785.08  
(NZD 200,000/1.0483)

On day 45, ABC Pty Ltd receives the NZD 200,000 early and wishes to bring forward the End Date of the FX Swap and in effect terminate the FX Swap early. ABC Pty Ltd contacts their Suncorp Bank Foreign Exchange Representative and asks to settle the FX Swap on day 45. The termination is calculated by using Forward Points to adjust the agreed Swap Rate to reflect the reduced term. On day 45, ABC Pty Ltd is quoted:

- original agreed Swap Rate of 1.0483
- Forward Points of -0.0002
- amended Swap Rate of 1.0481

ABC Pty Ltd confirms it will accept the amended Swap Rate. On day 45:

- ABC Pty Ltd pays Suncorp Bank NZD 200,000.00
- Suncorp Bank pays ABC Pty Ltd AUD 190,821.49 (NZD 200,000/ 1.0481)

The difference of AUD 36.41 between what ABC Pty Ltd would have received on day 90 and what it receives on day 45 reflects the Forward Points (which include a margin) for 45 days (which was quoted to ABC Pty Ltd as -0.0002 points).

#### Early termination of an FX Swap by Suncorp Bank

Suncorp Bank may terminate an FX Swap without prior notice if:

- you fail to pay any amount by the time and in the manner required under the Derivatives Master Agreement (**DMA**) or ISDA Master Agreement (**ISDA**) and we believe terminating the FX Swap immediately is necessary for us to manage an immediate or material risk to our Legitimate Interests;
- you breach the terms and conditions of the DMA, ISDA or any other agreement between you and Suncorp Bank and we believe terminating the FX Swap immediately is necessary for us to manage an immediate or material risk to our Legitimate Interests;
- we have reasonable grounds to believe that the FX Swap is being used in connection with fraud, misuse or for any other inappropriate use;
- we have reasonable grounds to believe that there is a material risk of loss to you or us;
- a representation made by you in connection with the FX Swap is materially untrue or misleading in any material respect;
- for security reasons;
- we need to by law;
- you act in a manner that in our reasonable opinion threatens the security of our staff or property; or
- you become insolvent.

#### What are the benefits of an FX Swap?

The benefits of an FX Swap include:

- protection in the event of unfavourable movements in Exchange Rates between the time when you

locked in the Exchange Rate (the Start Date) and the settlement date (the End Date); and

- greater cash flow certainty as it allows you to exchange one currency for another at an agreed Exchange Rate and on an agreed date and then a re-exchange of these two currencies on a later date, also at an agreed Exchange Rate.

#### What are the disadvantages of an FX Swap?

The disadvantages of an FX Swap include:

- once you enter into an FX Swap you will not be able to take advantage of any favourable movements in Exchange Rates for that transaction;
- FX Swaps can only be extended at prevailing market rates if the proposed new settlement date is within the existing credit approval. If the proposed settlement date is past the existing credit expiry date then your Relationship Manager will need to submit a new credit submission for approval. Updated financial information and reasons for the extension may be required, and there may be a turnaround time for approval that you should consider before making the request; and
- there is no cooling-off period and Suncorp Bank is not obliged to approve a request to terminate an FX Swap before the settlement dates. This means that, in most circumstances, once you enter into an FX Swap, you cannot terminate or vary the an FX Swap without our consent.

### 3 Fees and charges

This section describes fees and other costs that may be charged in relation to an FX Swap. You should read all the information about the fees and charges, as it is important you understand their impact on FX Swaps.

You must pay these fees and charges at the time specified in any agreement we have with you. We can debit an account that you have with us for any fees and charges you are required to pay. For further details see section 8 "Set Off".

You can get further information on current fees and charges by contacting your Foreign Exchange Representative.

### Applicable fees and charges

Unless we tell you otherwise, the following fees are charged per item at the time the service is provided, or the transaction or event occurs:

Table of Fees	
Telegraphic Transfers:	
- Issued	\$30.00 each
- Recall, Amend or Trace requests	\$30.00 each
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

In charging any fee or charge we will comply with:

- the law (including any obligation we may have to disclose our fees to you);
- the ePayments Code (if applicable); and
- the Banking Code (if applicable).

### Changing the fees and charges

We can change, vary, add or remove fees and charges that apply at any time. We will comply with any “Changing the Terms and Conditions” in section 8 in changing the fees and charges. We can also introduce new fees and charges. We will only make these changes in order to protect our legitimate business interests, and only to the extent reasonably required to do this.

If any fee or charge is changed, varied, added or removed, we will notify you in accordance with “Changing the Terms and Conditions” in section 8.

### Exemptions from fees and charges

In certain circumstances Suncorp Bank may exempt customers or refund particular fees and charges. To find out when we may do this please contact your Foreign Exchange Representative.

If we exempt or refund a particular fee or charge it does not waive our right to apply that fee or charge in a different FX Swap in the future.

### Suncorp Bank earns income on FX Swaps

We earn income from the foreign currency and interest spread (or margin) that we apply to FX Swaps due to the difference between the Exchange Rate and the rate at which we buy and sell currencies or lend and borrow funds.

We determine margin on a customer to customer basis. The significant factors that may influence the size of the margin include but are not limited to: the volume and frequency of transactions by the client, the currencies being exchanged, Suncorp Bank’s cost and profit margin, and your business relationship with Suncorp Bank.

Our margin is incorporated into the Exchange Rates and interest rates quoted to you and is not an additional charge or fee payable by you.

### Remuneration and other benefits paid to 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, Foreign Exchange Representatives do not receive incentives, commissions or other payments based solely on individual sales or the advice provided by the representative.

### Government fees and charges

Currently, no government fees and charges apply to FX Swaps.

## 4 Risks

There are certain risks you should consider when undertaking an FX Swap and what they mean for you. If you do not understand a risk or would like to know more, speak to your financial adviser.

FX Swaps should only be entered into if their use is consistent with your risk management strategy and financial circumstances. Monitoring of any risks associated with FX Swaps is your responsibility, including monitoring the current value of the FX Swap.

## Significant Risks

### *Market risk (also known as systematic risk)*

Market risk can arise due to changes in government or economic policy, interest rates and Exchange Rates, market sentiment, global events, technological change, environmental conditions or changes in legislation.

All these things can adversely affect the financial markets in which these FX Swaps are offered.

### *Foreign exchange risk (also known as currency risk)*

Foreign currency markets are volatile and the rate at which you can exchange the Australian dollar can rise and fall. There is a risk that Exchange Rates can move adversely, which is also called currency risk. There is a risk that you could incur a loss to the extent that these move against you.

We are not obliged to sell or buy back this product before the settlement date and it cannot be traded on a market with anyone else.

### *Basis Risk*

There is a risk that the two currency transactions that form the FX Swap agreement will not entirely offset each other due to the difference between the FX Swap and the underlying exposure.

## Other Risks

### *Counterparty risk*

Counterparty risk is the risk that a counterparty to an FX Swap may be unable to meet its obligations. Suncorp Bank (Norfina Limited) is the counterparty to your FX Swap and is an authorised deposit-taking institution subject to prudential regulation. Our financial position and other corporate information can be understood by referring to the information and documents at the "Financial reports" section on our website [www.suncorpbank.com.au](http://www.suncorpbank.com.au).

### *Liquidity risk*

Liquidity risk arises as there is no cooling-off period for the FX Swaps covered in this PDS and therefore once you enter into the transaction you will be required to complete the relevant settlements on the Start Date and End Date. You cannot easily cancel your transaction at a time when you may need to and it cannot be traded on a market with anyone else.

### *Operational risk*

Operational risk is the risk of loss resulting from inadequate or failed internal processes, people and systems or events that are external to Suncorp Bank.

You are reliant on the ability of Suncorp Bank to price and settle your FX Swap in a timely and accurate manner. Suncorp Bank, in turn, is dependent on the reliability of its own operational processes, which include communications, computers and computer networks. Disruptions in Suncorp Bank's processes may lead to delays in the execution and settlement of your FX Swap. Such disruptions may result in contractual outcomes that are unfavourable to you.

Suncorp Bank accepts responsibility only for those operational risks that are internal to Suncorp Bank. In particular, to deliver some currencies, Suncorp Bank may use agents and correspondent banks. Any delay or failure by such agent or correspondent bank to deliver the required currency may result in a delay or failure by Suncorp Bank in settling your FX Swap. Suncorp Bank cannot control and does not accept responsibility for any losses resulting from events external to Suncorp Bank. Suncorp Bank will refund any payment you have made in relation to your FX Swap where Suncorp Bank is unable to settle your FX Swap due to a failure by an agent or correspondent bank.

### *Sanctions risk*

Suncorp Bank is bound by laws that impose obligations in relation to the prevention of money laundering and the financing of terrorism. In order for Suncorp Bank to meet its obligations under Australian Anti-Money Laundering and Counter-Terrorism Financing Laws (**AML/CTF Laws**), Suncorp Bank 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 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 Suncorp Bank is aware, or has reasonable grounds to believe, that you are a proscribed person or entity under Australian Sanctions Law or any international sanctions law that applies to Suncorp Bank, or if Suncorp Bank otherwise believes it necessary in order to comply with Suncorp Bank's obligations under applicable AML/CTF Laws or sanctions laws, then Suncorp Bank may require you to provide certain information, suspend, cancel or refuse you services, or close or terminate any account, facility, transaction (including FX Swaps), arrangement or agreement with you. We may also be required to freeze your assets. Where Suncorp Bank



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.

Suncorp Bank may take any action it (acting reasonably) 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.

#### *Early termination risk*

Suncorp Bank may terminate an FX Swap without prior notice in the circumstances outlined in section 2.

In these circumstances you may be required to pay an amount to us to compensate us for any losses or costs that we have incurred as set out below.

#### Early Termination Calculation Examples

Any rates used in these examples are for illustrative purposes only and may not reflect current Market Rates, outcomes, forecasts or predictions. The actual Exchange Rate will vary depending on the terms of the FEC and the factors listed in section 2 of this PDS. To assess the merits of a foreign exchange contract you will need to use the actual rates and figures quoted to you by your Foreign Exchange Representative.

In the event Suncorp Bank is required to terminate your FX Swap early, you may suffer a loss. Suncorp Bank will undertake a calculation to determine any amounts payable. An example of how this is calculated is provided below.

Y2K Pty Ltd has entered into a FX Swap with a 60 day term for EUR 100,000 for 60 days (End Date) 0.6144.

Under the FX Swap, on the End Date:

Y2K Pty Ltd agreed to pay Suncorp Bank EUR 100,000.00

Suncorp Bank agreed to pay Y2K Pty Ltd AUD 162,760.42 (EUR 100,000/0.6144)

On day 45, Suncorp Bank terminate the FX Swap early due to factors listed in section 2 of this PDS.

The termination is calculated by using Forward Points to adjust the agreed Swap Rate to reflect the reduced term.

On day 45, Y2K Pty Ltd is quoted:

- original agreed Swap Rate of 0.6144
- Forward Points of 0.0034

— amended Swap Rate of 0.6178

Y2K Pty Ltd pays Suncorp Bank EUR 100,000.00.

Suncorp Bank pays Y2K Pty Ltd AUD 161,864.68 (EUR 100,000/ 0.6178)

The difference of AUD 895.74 between what Y2K Pty Ltd would have received on day 60 and what it receives on day 45 reflects the Forward Points (which include a margin) for 45 days.

## 5 How to transact

If you would like to transact, you should contact your Foreign Exchange Representative.

If you are a new customer, we will send you documents that you need to complete, sign and then return the originals to us before you can transact.

#### 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:

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

*Please note that Instructions by phone, fax, email, post or any other agreed electronic form can only be accepted from an Authorised Individual. An Authorised Signatory of the product must sign the instructions.*

#### Credit Facility

You will need an approved Suncorp Bank Forward Exchange Limit Credit Facility with us before you can transact an FX Swap covered by this PDS. If you are unable to meet your obligations under the Credit Facility, Suncorp Bank may exercise rights against you under the terms and conditions of the Credit Facility and any executed DMA or ISDA to retrieve any amounts owing.

Credit Facilities should be discussed with your Suncorp Bank lending representative and you should carefully consider the applicable fees and charges and terms

associated with the Credit Facility. These will be fully disclosed in the relevant facility documentation.

You should read the Credit Facility documentation carefully to understand your rights and obligations and also Suncorp Bank's rights and obligations under the terms of the Credit Facility.

#### Legal Entity Identifier

Suncorp Bank is required to report a globally recognised entity identifier for customers who enter into over the counter (**OTC**) derivative transactions (including FX Swaps) with us. This identifier will be used in our reporting to the Australian Securities & Investments Commission (**ASIC**). A Legal Entity Identifier (**LEI**) issued by an accredited organisation which is governed by the Global Legal Entity Identifier Foundation (**GLEIF**) is ASIC's preferred entity identifier. You will need to provide us with a LEI if you have one or contact your Foreign Exchange Representative for more information on how to obtain one.

#### Communicating with us

All phone conversations with Suncorp Bank 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. If you do not agree to have your phone conversations with us recorded, we will not be able to complete your transactions.

#### Your FX Swap master agreement

Unless you already have an agreement in place, we will send you a DMA. If you are a Wholesale Client, you may request us to instead enter into an ISDA.

The agreement we give you will set out the Terms and Conditions that apply to the FX Swaps we enter into with you and generally govern the relationship between you and Suncorp Bank. You should also read the Suncorp Bank Terms and Conditions below that also apply.

The Terms and Conditions of the DMA address (among other things):

- how FX Swaps will be entered, confirmed and settled;
- how payments will be made;
- the circumstances in which Suncorp Bank may terminate any or all FX Swaps with you;

- the representations and warranties both you and Suncorp Bank make to one another; and
- consequences for breaching the DMA.

*You can ask us for copies of these documents. We recommend you read the documents and that you seek your own legal advice prior to undertaking an FX Swap.*

You need to sign the DMA or ISDA and return it to Suncorp Bank Treasury Operations (contact details are outlined in section 5) before you can enter into an FX Swap. You may also need to satisfy other requirements that we may reasonably specify before you can enter into an FX Swap.

## 6 How settlement takes place

When you enter into an FX Swap with us, you agree to make a physical exchange of one currency for another at an agreed Exchange Rate on an agreed date (Start Date), and then a re-exchange of these two currencies on a later date (End Date), also at an agreed Exchange Rate. What you pay is determined by the Exchange Rate we agree with you.

The AUD or foreign currency that you or another party are paying to us must be **Cleared Funds** before you can transact with us. Our AUD payments will be made by electronic transfer. Our foreign currency payments will be made by electronic transfer.

To make a foreign currency payment, you will need to fax, email or send in any other agreed electronic form with your signed Instructions to Suncorp Bank Treasury Operations.

## 7 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 (**ATO**) and other foreign regulators as required by Australian law. We may request and collect your Tax File Number for the purpose of complying with our legislative obligations.

We will not quote Tax File Numbers or ABNs to anyone else. It is not an offence for you not to quote your Tax File Number. 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 ATO.

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 ATO 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 ATO on 13 28 61.

### FATCA

Australian financial institutions, such as Suncorp Bank, must provide the 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) 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.

## 8 Other important information

### FX Swap Terms and Conditions

The Terms and Conditions of the FX Swaps are:

- the Terms and Conditions contained in this PDS.
- The Treasury Terms & Conditions document;
- the DMA or ISDA (whichever is applicable);
- conditions imposed by law and applicable Codes;
- any Confirmations; and
- any application form completed and signed by you in relation to an FX Swap. For example, Client Details Form or an approved Suncorp Bank Forward Exchange Limit Credit Facility that you obtained to perform these transactions.

### Changing the Terms and Conditions

Subject to the law, we can change, add to, delete or vary these Terms and Conditions for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in our systems or procedures, including for security reasons;
- to respond to changes in the cost of providing FX Swaps;
- to make these Terms and Conditions clearer or to add features.

For example, we can change:

- fees and charges; and
- features, benefits or responsibilities under these Terms and Conditions.

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 out a pending FEC before the change takes effect without penalty at the Swap Rate on the date of the closure.

If the Banking Code applies, and we make a change that is unfavourable to you, we will give you at least 30 days' notice. We may give you shorter notice if we are permitted under the Banking Code or law to do so.

If the Banking Code does not apply, we will give you the period of notice set down by law, these Terms and Conditions, the ePayments Code or any other applicable Code. If no period of notice is needed, we can make changes immediately and you might not be told of these before they happen.

We can give you notice in any way permitted by law or a Code including:

- direct written notice to you; or
- press advertisement in the national or local media..

#### Privacy and confidentiality

Suncorp Bank offers many different categories of financial products and services.

We 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](http://www.suncorpbank.com.au/privacy).

#### Identity

By law, we must be sure of your identity and hold certain information about you and other relevant parties (for example; beneficiaries and shareholders). So we can comply with the law, you must provide any relevant information and/or documentation we request.

In addition, from time to time we may 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 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, which may include providing a verbal password.

#### Confirmations

We will send you a Confirmation of transactions made and the terms applying to same 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.

#### 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.

#### Banking Code of Practice

We have adopted the Banking Code of Practice 2020 (**Banking Code**). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers. The Banking Code may be amended with new releases from time to time.

If you are an 'Individual' or a 'Small Business' (each term as defined in the Banking Code), the relevant provisions of Banking Code will apply to the relevant services described in this PDS and prevail to the extent of any inconsistency with these Terms and Conditions.

You can obtain a copy of the Banking Code from our website or any of our Branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you. Our contact details are set out on the back page of this PDS and in section 5.

## Financial Crimes Monitoring

Suncorp Bank is bound by laws that impose regulatory and compliance obligations, including obligations in relation to the prevention of money laundering and the financing of terrorism, which are the **AML/CTF Laws**. In order for Suncorp Bank to meet its regulatory and compliance obligations, we perform certain control and monitoring activities.

Upon entering into any FX Swap with Suncorp Bank, you agree and provide the following undertakings and agree to indemnify Suncorp Bank against any potential loss arising from any breach by you of such undertakings that:

- you are not and will not enter into any agreement with Suncorp Bank under an assumed name;
- any funds used by you to enter into an agreement with Suncorp Bank have not been derived from or related to any criminal activities;
- any payments received from Suncorp Bank will not be used in relation to any criminal activities;
- if we ask, you will provide us with additional information we reasonably require from you for the purposes of meeting our regulatory and compliance obligations, including the obligations under AML/CTF Laws (including information about the source of funds used to settle an FX Swap); and
- you and your FX Swap with Suncorp Bank will not initiate, engage or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country).

You should be aware that:

- we may obtain information about you or any beneficial owner of an interest in an agreement with Suncorp Bank from third parties if we believe this is necessary to comply with our regulatory and compliance obligations, including AML/CTF Laws;
- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions or the law or sanctions of any other country;
- where transactions are delayed, blocked, frozen or refused, Suncorp Bank is not liable for any losses you suffer (including consequential losses) in connection with an FX Swap 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); and

- where legally obliged to do so, we may disclose information that we hold about you to our related bodies corporate or service providers, other banks, or relevant regulatory and/or law enforcement agencies (whether in or outside of Australia).

## 9 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](mailto: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](mailto: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](http://www.afca.org.au)

By email: [info@afca.org.au](mailto:info@afca.org.au)

By phone: 1800 931 678

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

## 10 Important terms

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

Term	Meaning
AFSL	Australian Financial Services Licence.
Australian Sanctions Laws	Charter of the United Nations Act 1945 (Cth) and Autonomous Sanctions Act 2011 (Cth) and the Regulations under those Acts.
Australian Anti-Money Laundering and Counter-Terrorism Financing Laws ( <b>AML/CTF Laws</b> )	The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), and the regulations made under that Act.
Authorised Dealer	The person that has the authority to exchange information and book in a deal or transaction.
Authorised Individual	The person that has full authority to transact and sign on your account, unless otherwise indicated on the Suncorp Bank Treasury Client Details Form.
Authorised Signatory	The person that has the authority to sign all documents. This includes settlement instructions, transactional instructions and amendments to customer details.
Banking Code	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.
Business Day	A day when banks are open for business in each of the centres applicable to the currencies being transacted and the United States.
Cleared Funds	Funds that are available for withdrawal.  Cheques and payments other than cash may have a waiting period during which the funds are unavailable. Funds paid in by cheque may take up to 5 days to become available, however the length of the waiting period depends on the beneficiary's bank and the type of payment involved.  For example, funds from electronic transfers are usually available more quickly than funds from cheques.
Code	Any industry code of practice that applies to us, your account or a transaction and includes the ePayments Code and the Banking Code.
Confirmation	Our written advice that is proof of your transaction. It shows details such as the date, name, address, term, amount, currency, Exchange Rate and beneficiaries.
Contract Amount	The amount of currency (and other currency equivalent) as agreed by you and us, which is covered by the FX Swap.
Credit Facility	The facility under which we have agreed to provide an agreed amount of credit you can use for a set period.
Currency Pair	The two currencies that are to be exchanged under the FX Swap.
Derivatives Master Agreement ( <b>DMA</b> )	The Master Agreement for Foreign Currency and Derivative Transactions issued by Suncorp Bank (Norfinia Limited).
Electronic Equipment	Includes an electronic terminal, computer, television and telephone.
Email	Includes any electronic transmission method, system or process and any information transmitted electronically.
End Date	The settlement date when the currencies are exchanged back at an agreed Exchange Rate.
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 price of one currency expressed in terms of another.
Foreign Exchange Representative	A Suncorp Bank employee that works on the Foreign Exchange desk in the Treasury department.
Forward Exchange Contract ( <b>FEC</b> )	A binding agreement between two parties to exchange one currency for another on an agreed future date (more than two business days from transaction date) at an agreed rate.
Forward Points	The difference between the initial Exchange Rate on the Start Date of the FX Swap and the Exchange Rate on the End Date of the FX Swap. It is a function of the relevant market and will generally reflect the current interest rates of the currency pair for the term of the FX Swap.
Individual	This has the meaning given in Chapter 1 of the Banking Code.
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.

Term	Meaning
Legitimate Interests	Means: <ul style="list-style-type: none"> <li>a. our legitimate funding (including securitisation), business risk management, prudential or security requirements; and</li> <li>b. any other requirements that are reasonably necessary to protect us against a material risk to us of: <ul style="list-style-type: none"> <li>i. a monetary default by you;</li> <li>ii. our ability to enforce our rights against a security;</li> <li>iii. the value of a security being materially compromised; or</li> <li>iv. our financial detriment.</li> </ul> </li> </ul>
Market Rate	For this PDS, the Market Rate is the current market value of a currency at the moment of the quote.
Small Business	This has the meaning given in Chapter 1 of the Banking Code.
Start Date	The date when a currency is first exchanged for another at an agreed Exchange Rate (agreed rate/swap rate).
Suncorp Bank	Norfina Limited ABN 66 010 831 722, its successors and assignees.
Suncorp Bank Treasury	The division of Suncorp Bank known as Suncorp Bank Treasury or Treasury.
Suncorp Bank Forward Exchange Limit Credit Facility	The facility under which we have agreed to provide an agreed amount of credit you can use for a set period.
Swap	An FX Swap described in this PDS. "FX Swap" and "Swap" are used interchangeably in this PDS.
Swap Rate	The agreed exchange rate at which the Currency Pair will be exchanged on the End Date.
Terms and Conditions	<ul style="list-style-type: none"> <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. the terms and conditions in the DMA or ISDA (whichever is applicable);</li> <li>d. conditions imposed by law and applicable Codes;</li> <li>e. any Confirmation; and</li> <li>f. any application form completed and signed by you in relation to an FX Swap. 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>
'we', 'our' or 'us'	Suncorp Bank (Norfina Limited ABN 66 010 831 722)
Wholesale Client	A person who is defined as a wholesale client in accordance with section 761G or 761GA of the Corporations Act.
'you' or 'your'	The person who has a product with us. It can also include a partnership, trust, company or corporation. If more than one person has the product, '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.

This page is left blank intentionally

## How to contact us



*Call*  
1300 557 763



*Online*  
[suncorpbank.com.au](https://suncorpbank.com.au)



*Local  
Branch*