

Product Disclosure Statement Treasury Term Deposit.

1 July 2019



Product Disclosure Statement

Treasury Term Deposit

1/7/19

This product disclosure statement lays out the significant features and risks of the ME Treasury Term Deposit. We recommend you read it carefully, along with the product's terms and conditions, which are also included in this document.

Contact ME

If you're looking to open an account, get extra copies of this product disclosure statement or just want to find out more about ME, get in touch – we'd love to hear from you.

online

mebank.com.au

phone

03 9708 3233

mail

ME
GPO Box 1345
Melbourne, VIC 3001

Treasury Term Deposit

The ME Treasury Term Deposit is a term deposit designed for business or investment purposes.

These term deposits can be opened by:

- retail investors using an intermediary, such as a financial advisor
- wholesale investors, including individuals, companies, trusts, superannuation funds, incorporated or unincorporated associations, government bodies and partnerships

Features

- no set-up or account-keeping fees
- minimum investment \$25,000
- interest rates locked in for the term of your investment
- choose your maturity date, from one month to five years
- get interest payments quarterly or annually and at maturity for terms over 12 months
- get interest payments monthly and at maturity or at maturity for terms under 12 months
- link your term deposit to a nominated account
- appoint an authorised representative to give instructions
- your deposits with ME of up to \$250,000 guaranteed under the Australian Government's Financial Claims Scheme. Information about the scheme can be obtained from fcs.gov.au

Rates

Check out the current interest rates by contacting the treasury services team on 03 9708 3233, or ask your intermediary.

Risks

31 days notice to withdraw funds

If you open a new term deposit or reinvest funds after 3/10/2016, you'll only be able to withdraw your money prior to maturity by giving us 31 days notice. If a request is received less than 31 days prior to the maturity date of the term deposit ME will transfer funds on the maturity date. If in the future you may need to withdraw or transfer funds immediately other deposit products may be more suitable.

You can apply for an exemption to this requirement if you're suffering financial hardship, but whether the exemption applies to your situation will be at ME's discretion.

Interest rate reduction for early withdrawal

Withdrawing funds before the maturity date will cause your interest rate to be reduced based on how much of the term has already elapsed.

Fluctuating interest rates

We work out our interest rates based on prevailing market conditions, so the rate will change depending on when you make your investment.

Interest rates aren't set until we get your documents

Interest rates quoted by ME are indicative only. The actual interest rate on your term deposit will be set on the day ME receives the required documents and the full investment amount.

Reinvesting at maturity

If you choose to reinvest at maturity, we'll set a new interest rate based on the market conditions of the day and this could be higher or lower than the original rate.

Referral fees

If you're a wholesale investor and you've been referred to ME by an intermediary, or a retail investor who did not receive financial product advice from the intermediary that referred you to ME, we may pay them a fee of up to 0.25% of the total investment amount.

ME Treasury Term Deposit Terms and Conditions

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1. Purpose of these terms

This booklet contains the terms applicable to the ME Treasury Term Deposit (TD);

In opening an account you agree to these terms.

Therefore we recommend you read them carefully and keep them for future reference.

The relevant provisions of the Banking Code of Practice apply to the TD, unless you are a wholesale investor or a business that is not a 'small business' as defined in the Code. A copy of that Code is available on our website, or you can call us and we will send you a hard copy for free. Information about the current fees, charges and interest rate(s) that apply to your account, at any time, is available from us on request.

2. Words used in these terms

2.1 In these terms, unless the context requires otherwise:

account means the TD held in the name of the investor.

address means the mailing address, facsimile number or e-mail address of the investor.

authorised representative means the person or persons, jointly and severally, that are authorised by the investor in the investor registration form or other form approved by us to operate the account in accordance with clause 7.

business day means a weekday except a national public holiday or a public holiday in Victoria.

Corporations Act means the Corporations Act 2001 (Cth).

interim interest means if you have a TD account with a term that is 12 months or greater, the interest that is paid during the TD Term either quarterly or annually (see clause 21.3).

intermediary means a person you are associated with (for example, your broker or financial advisor) who is accredited by us to introduce treasury services business to us.

investor means the individuals or entities named in the investor registration form as the holder or holders of the account.

TD term means the period that the investor has chosen for the TD. It is the period for which the interest rate that applies is fixed.

maturity date means the date on which the TD term expires.

nominated account means the account nominated by the investor in the investor registration form or in any form approved by us so that we can credit or debit the account on your instructions.

treasury services team means the dedicated team appointed by ME to assist you in establishing and managing the account.

retail investor means an investor who is not a wholesale investor.

security code means any security code we issue to the investor or any authorised representative under clause 10 so they may provide instructions to us in relation to the account.

terms means these terms and conditions.

this agreement includes all parts of these terms, the investor registration form and the confirmation letter we send the investor when we open the account.

you and **your** means each investor and each authorised representative jointly and severally.

we, us, our and **ME** means Members Equity Bank Limited ABN 56 070 887 679.

wholesale investor means an investor who meets the "wholesale client" definition as stated in the Corporations Act.

2.2 When interpreting this agreement

- a. headings are only for convenience and do not affect interpretation;
- b. references to time are to Melbourne time;
- c. all references to dollars are to Australian dollars;
- d. if we are required to do anything (including processing any transaction) on a day that is not a business day, we may do it on the next business day; and
- e. a reference to any document that is part of this agreement includes a reference to all amendments, supplements and replacements of that document.

3. Account availability

3.1 To open an account the applicant must:

- provide us with a completed investor registration form;
- provide us with any other documents we require in support of the application for the TD, including any information we request to satisfy identification and authorisation requirements; and
- provide us with the minimum investment amount as set by ME from time to time.

3.2 The account is a business account and must be established primarily for business or investment purposes.

4. Joint accounts

Account operations

4.1 A joint account can be opened together with one other joint investor.

4.2 We will deliver statements or other notices in connection with the account in accordance with clause 15. We may direct any such statement or other notice to any one investor or jointly to both investors.

Liability is individual and joint

4.3 If the account is a joint account:

- a. we may act on the instructions of any one joint investor (unless either joint investor asks us to change the authority so that both have to give future instructions); and
- b. the joint investors are liable jointly and individually for the account and for any amount owing to us in relation to the account.

4.4 Subject to clause 4.5, if one joint investor holds another account with us which is in debit, we may transfer money from the account to repay the debit balance. We do not need to notify you before we do this, but we will promptly inform you when we have done so.

- 4.5 If the other account relates to any amount owing under a loan that is regulated by the National Credit Code, we may not combine your account with the other account:
- while we are actively considering the account holder's financial situation under either paragraph 167 of the Banking Code of Practice or under the hardship provisions of the National Credit Code; or
 - while the account holder is complying with an arrangement they have made with us after we have considered their financial situation; or
 - if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

Death of a joint investor

- 4.6 If one joint investor dies we will treat the balance of the account as owned by the surviving investor and they may continue to operate on the account.

5. Setting of Interest Rates

- 5.1 Interest rates for TDs are determined by ME in our discretion having regard to prevailing market interest rates. The market interest rates are adjusted by a margin that reflects a number of factors including the following:
- a. current market conditions;
 - b. the size and term of the investment;
 - c. the investor's overall relationship with ME; and
 - d. our costs of providing TDs.
- The market interest rates and the margin will vary from time to time due to changed market conditions and the timing of the investment.
- 5.2 Details of current interest rates will be provided to you when you apply to open a TD and are available on request by contacting the treasury services team.
- 5.3 Please note that any interest rate quoted by us under clause 5.2 is indicative only. The actual interest rate that applies to the account will be set on the day we receive the documentation required as set out in clause 3. The interest rate is included in the confirmation letter that is sent to the investor once we open the account.

6. Fees and charges and other payments

- 6.1 There are no bank fees or charges applicable to TDs.
- 6.2 TDs may be subject to Government taxes and duties. The investor is responsible for paying any applicable Government taxes and duties.
- 6.3 Where the investor has been referred to us by an intermediary, the investor:
- a. authorises us to disclose to the intermediary information about the application for the TD;
 - b. acknowledges that the intermediary is not our agent and is not authorised to make any representations on our behalf regarding TDs or impose any obligations on us;
 - c. acknowledges that the intermediary has acted as the investor's agent to arrange for the application by the investor for the TD
 - d. in the case of a wholesale investor or a retail investor who did not receive financial product

advice from the intermediary, acknowledges that we may pay the intermediary an up front fee of up to 0.25% of the investment amount. Please contact the intermediary if you require further details about any such payments.

7. Authority to operate the account

- 7.1 The investor may appoint authorised representatives to operate the account. An authorised representative can do anything the investor can do in relation to the account except for:
- a. appointing, or revoking the authority of, other authorised representatives; and
 - b. changing the details of the nominated account.
- 7.2 The investor is responsible for ensuring that each authorised representative complies with all the responsibilities and obligations imposed on authorised representatives under these terms.
- 7.3 We will act on any instruction given by an authorised representative in relation to the account. We will not be liable for any loss or damage the investor or anyone else suffers where we act on any instruction given by an authorised representative.
- 7.4 The authority of an authorised representative to operate the account in accordance with this agreement continues until we receive written notice in accordance with clause 15.3 from the investor that any appointment has been revoked.

8. Operating the account

How to operate the account

- 8.1 You can only operate an account by:
- a. phoning the treasury services team between 9am–5pm Monday to Friday; or
 - b. sending an email to the treasury services team.
- We will provide the investor with the contact details of the treasury services team when the account is opened.
- 8.2 You acknowledge and agree that we may (in our absolute discretion):
- a. delay acting upon an instruction or ask you or another person for additional information before acting on any instruction; and
 - b. decline to act on any of your instructions if we consider we have a good reason to do so.

Transaction Restrictions

- 8.3 Any deposits to and withdrawals from an account can only be made in Australian dollars and cannot be made in cash.
- 8.4 Cheque deposits and cheque withdrawals are not permitted.
- 8.5 You cannot deposit into the account from a foreign financial institution.

The Nominated Account

- 8.6 For the TD, the investor must nominate an account in writing:
- a. from which investment amounts may be directly transferred by you to us for deposit into your TD;
 - b. into which we will credit interim interest if instructed by you to do so; and

- c. into which we will repay the TD and any interest if instructed by you to do so on the maturity date.
- 8.7 The nominated account must be in the name of the investor or, where the account is held jointly, in the name of at least one of the investors.
- 8.8 You may only have one nominated account linked to the account at any one time.
- 8.9 a. The investor may change the nominated account at any time by completing a Change of Details Form that can be obtained by calling us or writing to us. The change will not take effect until we have received your properly completed Change of Details Form and the change is processed. This usually takes two business days from when the form is received by us.
- b. Where the investor has been referred to us by an intermediary, the intermediary may change the nominated account by providing us written instructions. The change will not take effect until processed. This usually takes two business days from when the instructions are received by us.

9. No credit

- 9.1 You must not withdraw or transfer an amount that exceeds the account balance from the account. This is "overdrawing" the account. If this does happen:
- a. the investor must immediately pay us the amount by which the account is overdrawn and ensure that the account is brought back into credit; and
- b. we may transfer an amount equal to the overdrawn amount from another account which the investor holds with us (even if that other account is not a ME Treasury term deposit), into the overdrawn account. We are not liable for any loss incurred as a result of this.

10. Security codes

- 10.1 The investor must arrange for each authorised representative to provide us with their details so we can establish their security codes.
- 10.2 The investor authorises us to carry out (without further inquiry) any instructions provided to us when a valid security code is provided to us.

Your obligation to keep your codes secret

- 10.3 Your security codes are unique to you. The investor agrees to ensure that all codes are kept confidential and to obtain the agreement of each authorised representative to keep their codes confidential and to not tell, show or disclose them to anyone.

If your codes are compromised

- 10.4 If you know or suspect that:
- any of your codes have become known to someone else;
 - any of your codes are lost or stolen; or
 - the account has been used in a way not authorised by you,
- you must notify us immediately by contacting the treasury services team.

- 10.5 Once we are notified that the confidentiality of your security code(s) has been compromised we will cancel the compromised code(s) and establish a replacement security code(s).

11. No liability and indemnity

No liability

- 11.1 Except as provided in any law which cannot lawfully be excluded or modified by agreement, you acknowledge and agree that we are not liable for any direct, indirect or consequential loss, damage, liability, costs or expenses suffered or incurred by you in relation to:
- a. your inability to give us instructions or send us a communication for any reason, whether or not within our control, including as a result of a technical failure;
- b. our carrying out, failing to carry out, or delay in carrying out (whether as a result of a technical failure or otherwise), instructions we receive (whether from you or any other person) which are accompanied by your valid security code or other authorisation;
- c. our acting on any falsity, inaccuracy, insufficiency or forgery of, or in, any communication which purports to be a communication signed or authorised by you;
- d. any fraudulent act or conduct in connection with the account (other than fraudulent acts or conduct on the part of employees or agents of ME); or
- e. any other act, omission, matter or thing whatsoever, whether negligent or not.
- 11.2 The investor is not liable for transactions on the account that are initiated using any security codes relating to the account after the time we send you an acknowledgment in accordance with clause 10.4.

Indemnity

- 11.3 Except to the extent such an indemnity is not permitted by law, the investor agrees to indemnify us on demand against all claims, actions, losses or liabilities we suffer or incur as a result of:
- a. our carrying out, failing to carry out, or delay in carrying out (whether as a result of a technical failure or otherwise) instructions we receive (whether from you or any other person) which are accompanied by your valid security code, or other authorisation;
- b. you failing to comply with these terms; and
- c. you failing to comply with any law or regulation that applies to the account.

12. Telephone conversations

- 12.1 You agree and acknowledge that we can intercept or record any telephone conversation. Taped conversations will be retained for a limited period as a record of the transaction. You can request that you do not wish to be recorded, however we may not enter into the transaction over the telephone unless the conversation is recorded.

13. Privacy Notice

- 13.1 The privacy of personal information is important to us. We observe the Australian Privacy Principles and the Privacy Act 1988 in handling personal information in relation to the account.
- 13.2 Your personal information may be shared between, and used by us and our subsidiaries and associated companies for the purpose of assessing the account application, establishing and administering the account, and for related purposes including:
- verifying your identity
 - if the information is account holder personal information, for consideration of any other application made by the account holder to us for financial products or services;
 - customer relations including management of our relationship with you and market or customer satisfaction research and product development;
 - compliance with legislative and regulatory requirements (including without limitation the Anti-Money Laundering and Counter Terrorism Financing Act 2006, the Income Tax Assessment Act 1936 and the Taxation Administration Act 1953) and with payment systems requirements;
 - information technology systems development and testing;
 - our internal operations including record keeping, risk management, auditing purposes, training, file reviews and, account holder personal information only for portfolio analysis;
 - to investigate, resolve and prevent complaints;
 - arrangements with other organisations to provide services in relation to our products and services (for example, we may arrange for mailing houses to distribute account statements);
 - conducting fraud assessments;
 - reporting and data analytics, including for regulatory, management, statistical or research purposes; and
 - marketing.
- 13.3 We may also disclose your personal information for those purposes to the following organisations:
- our related entities, service providers and alliance partners;
 - your agents, contractors and external advisers (for example, our lawyers and auditors);
 - any person acting on your behalf, including your legal and financial advisers;
 - government and other regulatory bodies, law enforcement bodies and courts;
 - external dispute resolution bodies (for example, the Australian Financial Complaints Authority (AFCA));
 - payment system operators; and
 - other financial institutions.
- 13.4 ME, its subsidiaries and associated companies may use personal information collected in relation to the account to keep you up to date with other products and services. If you do not want us to do this, please contact us. You do not need to contact us if you have previously informed us that you do not wish to receive information on other products and services.

13.5 We may disclose your personal information to our third party services providers for them to help us provide banking services to you. Our third party service providers may store or access your personal information overseas including in Canada, USA, New Zealand, Philippines, Singapore, China, Japan, Hong Kong, India, Malaysia, Papua New Guinea, South Africa, United Kingdom, France, Belgium and Germany, as well as the countries listed in our Privacy and Credit Reporting Policy, which may change from time to time. Personal information we are required to disclose to the Australian Taxation Office may be exchanged with tax authorities in other countries pursuant to intergovernmental agreements to exchange financial account information.

- 13.6 ME's Privacy and Credit Reporting Policy contains information about how you:
- can request us to provide you access to any personal information we hold about you;
 - can seek correction of personal information we hold about you;
 - may complain about a breach of an Australian Privacy Principle and how we will deal with such a complaint.

The Privacy and Credit Reporting Policy is available at mebank.com.au or on request. We may make changes to our Privacy and Credit Reporting Policy from time to time for any reason. We do this by updating the Privacy and Credit Reporting Policy and recommend that you review it on a regular basis.

- 13.7 You may request that we provide you with access to your personal information held by us in relation to your account by contacting ME's Privacy Officer by:
- phoning (03) 9708 3233 during normal business hours;
 - writing to the Privacy Officer, ME, GPO Box 1345, Melbourne VIC 3001; or
 - emailing privacy@mebank.com.au

14. Changes

Changes to these terms

- 14.1 We may change any of these terms in the ways described in this clause by giving notice to you. In particular, we may:
- a. vary the method by which interest is calculated,
 - b. vary the frequency of crediting interest, or
 - c. make any other change we see fit.
- 14.2 We will give you at least 30 days' prior notice of any change that is unfavourable to you, unless it's a change to, or introduction of, a government charge that you pay directly, or indirectly, in relation to your account.
- We may notify you of any other change on or before the day on which the change takes effect. If we believe a change may increase your obligations or reduce your entitlements, as part of the change, we may choose to allow you a period of time to close your account without application of an early withdrawal interest rate reduction.

- 14.3 We may give you notice by writing to you or by advertising in a national newspaper or giving you notice in any other manner allowed by law.

Change of name or address

- 14.4 You must tell us promptly in accordance with clause 15.3 if there is a change to the investor's name or address.
- 14.5 If you do not tell us about a change of address, we can still give you notices by writing to the last address you told us about.

15. Notices

- 15.1 For the purposes of these terms, a notice transmitted by facsimile, e-mail or other electronic messaging system is given in writing.

Notices to you

- 15.2 Subject to any law that provides otherwise, you will be taken to have received a notice under this agreement:
- if it is a notice sent by pre-paid post, on the second business day after posting;
 - if it is a notice by press advertisement, on the day the press advertisement is published;
 - if it is a notice by facsimile, when the machine from which the facsimile was sent indicates successful transmission;
 - if it is a notice by an electronic messaging system that contains a delivery verification function, when the system generates a delivery verification notice or other confirmation; or
 - if it is a notice by e-mail or other electronic messaging system (other than those referred to in the previous paragraph), when sent to your designated information system. For the purposes of this paragraph, the server on which the mailbox for your designated address resides is taken to be your designated information system.

Notices to us

- 15.3 Unless these terms specify otherwise, when these terms say you can write to us or send us a notice about something, you can post it to:

ME – Treasury Services
GPO Box 1345
Melbourne Vic 3001

- 15.4 We are not taken to receive a notice under this agreement until we actually receive the notice in legible form.

16. Restricting account access

Blocking the account

- 16.1 We may "block" access to the account without notice if:
- we are required to do so by law;
 - we suspect that you or someone else is being fraudulent in connection with the account;
 - we believe that further use of the account may cause the investor or us loss;
 - we believe that the account has been or is being used to further a crime;
 - the account is a joint account and we become aware that the joint investors are in dispute;

- the funds in the account are held in trust, and we think that your use of the account may cause loss to us or to a beneficiary of the trust; or
- we become aware that the sole investor has died.

This means that you will not be able to make any withdrawals from the account or deposits to the account. We will continue to pay interest on the credit balance in the account.

Unblocking the account

- 16.2 We will only unblock access to the account, as relevant, when we are satisfied that:
- we are permitted to do so by law;
 - the circumstances set out in clause 16.1 no longer apply.

17. Account Closure

- 17.1 We will close the account if you withdraw all of the cleared funds from the account in accordance with clause 23.1 or clause 23.2.
- 17.2 We may close the account without notice if:
- we are compelled to do so by law or by direction of a court, tribunal or government agency;
 - we believe you gave us false or misleading information to open the account;
 - we believe you failed to comply with this agreement; or
 - we believe that further use of the account may cause you or us loss.
- 17.3 Under other circumstances we will give you reasonable notice if we intend to close the account.
- 17.4 If the account is closed, we will pay to the investor the credit balance of the account plus interest, if any, less any accrued fees, government charges or duties applied to the account prior to the closing date by direct credit to the nominated account.
- 17.5 The investor remains liable for all transactions, fees and charges on or in relation to the account before or at the time the account is closed. If the account is closed the investor must pay any amount owing to us (including any overdrawn amount).

18. Inactive accounts

- 18.1 If when the account is closed by us in accordance with clause 17, we are unable to pay the balance to the nominated account in accordance with your instructions, we may pay the credit balance of the account plus interest to a non-interest bearing account with us. Subject to clause 18.2, we will pay the credit balance of the account to the investor when the investor provides us with proof acceptable to us that the investor is entitled to the funds.
- 18.2 If, after seven years from the date we closed the account under clause 18.1 the investor has not claimed their money, then:
- we will pay the funds to the relevant government agency as unclaimed moneys if the funds are equal to or more than any minimum amount prescribed by law; or
 - the funds will become our property if the funds are less than any minimum amount prescribed by law.

19. Additional Requirements

- 19.1 If we believe it is necessary to enable us to comply with any law, regulatory requirement or internal compliance program that we are legally required to have:
- you must provide us with any information or assistance we request;
 - we may disclose your information to third parties, including government or regulatory bodies, law enforcement bodies and other financial institutions; and
 - we may block access to the account or delay or block a transaction to or from the account.

20. Opening a TD

- 20.1 ME offers a range of TD rates and terms from time to time, and may set maximum and minimum terms and deposit amounts for TDs.
- 20.2 To open a TD the investor must deposit clear funds with ME for the agreed TD term. You may extend the TD for further terms under clause 22.1.
- 20.3 Once the account is opened by us, you may only make a further deposit at maturity under clause 22.1.

21. Interest

Interest rates

- 21.1 The interest rate is fixed for the TD term selected until the maturity date.

Calculating and crediting interest

- 21.2 Interest starts on the day the account is opened under clause 20.2 and is calculated daily by applying the Interest Rate to the closing balance of the account on that day as follows:

$$\frac{\text{Daily closing balance} \times \text{Interest Rate}}{\text{(as a percentage per annum)}}$$

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- 21.3 Interest will be credited or paid as follows:
- for a TD with a term that is less than 12 months,
 - the investor may choose to have interim interest paid monthly by being credited to the nominated account; and
 - interest is paid on the maturity date.
 - for a TD with a term of 12 months or more:
 - the investor may choose to have interim interest paid quarterly or annually by being credited to the nominated account; and
 - interest is paid on the maturity date.
- 21.4 No interest is credited for the last day of the term of the account.
- 21.5 All amounts credited to the account are included in the closing balance of the account and earn interest, whether or not these amounts have been cleared by us. If a deposit to the account is subsequently dishonoured, any interest earned on the dishonoured deposit will be reversed and the account may be closed under clause 17.2.

22. Maturity

- 22.1 Subject to clause 4.5, on the maturity date we will:
- repay all of the TD by transferring funds to the nominated account;
 - repay some of the TD by transferring funds to the nominated account and reinvest the remainder of the TD for a new term;
 - reinvest the TD for a new term with additional funds provided by the investor; or
 - reinvest the TD for a new term without additional funds, in accordance with your maturity instructions.
- 22.2 You must contact us on or before the maturity date to give us instructions about what to do with your funds on the maturity date. If you instruct us to reinvest the TD on the maturity date, it will be invested at an interest rate set in accordance with clause 5. The interest rate may be higher or lower than your current rate.
- 22.3 If you are a wholesale investor (and not referred to us by an intermediary) then on the maturity date of the TD, if for any reason ME does not have any instructions from you as to what should happen to your funds, we will reinvest the TD on the maturity date to an 11am Account at an interest rate set in accordance with clause 5 of the ME treasury products terms and conditions. The interest rate may be higher or lower than your current rate. These details will be confirmed in the confirmation letter we send the investor once the TD matures and is reinvested.
- 22.4 In the case of a retail investor or investor referred to us by an intermediary, where for any reason, ME does not have instructions from an investor or intermediary as to what should happen to the invested funds on the maturity date, we will pay the principal and interest to the nominated account.

23. Early withdrawal and 31 days notice

- 23.1 If you opened your account or reinvested funds on or after 3/10/2016, you can only withdraw all or part of the cleared funds from your TD to your nominated account by giving us 31 days prior notice. If you have a need in the future to immediately withdraw funds from your TD, other deposit products may be more suitable for you.
- 23.2 If you opened your account or reinvested funds prior to 3/10/2016, you can withdraw all or part of the cleared funds from your TD to your nominated account without giving us prior notice.
- 23.3 The investor or an authorised representative may withdraw all or part of the cleared funds from the TD by instructing the treasury services team in accordance with clause 8 and:
- for TDs opened prior to 3/10/2016, on or before the business day we are asked to process the withdrawal.
 - for TDs opened on or after 3/10/2016, 31 days prior to the business day we are asked to process the withdrawal. If notice of the withdrawal is received less than 31 days prior to the maturity date of the TD, we will transfer funds on the maturity date. If you are suffering hardship please contact us or provide details and we may allow withdrawal of funds on shorter notice.

- 23.4 If you request an early withdrawal of funds from the TD, the cleared funds will be transferred to the nominated account in accordance with your instructions after any applicable notice period.
- 23.5 Subject to clause 23.12 if you withdraw the TD prior to the maturity date, the money you withdraw early will incur an interest rate reduction based on the percentage of the original TD term that has elapsed as specified below:

Percentage of TD term elapsed	Interest rate reduction on amount withdrawn
0 to less than 20%	90%
20 to less than 40%	80%
40 to less than 60%	60%
60 to less than 80%	40%
80 to less than 100%	20%

- 23.6 The interest rate reduction will apply even if the TD has not been paid any interest up to the date of prepayment.
- 23.7 Please note that when calculating interest adjustments, ME takes into consideration any interest already paid to you during the term (if you have a TD with a term of 12 months or greater). Interest already paid will have been calculated at your original interest rate. As an adjustment is now being made to your original interest rate, interest already paid to you must also be adjusted down. Rather than asking you to repay some of the interest already paid to you by ME, we simply deduct the interest rate reduction amount from the amount being repaid to you on the date of withdrawal. Despite this, the sum of the amount paid to you on the withdrawal date, plus the sum of all previous interest payments will always be equal to or more than your original investment amount.
- 23.8 Any reduction of the interest earned on the account is a reasonable estimate of the cost of us meeting the early withdrawal of the TD.
- 23.9 Any remaining accrued interest will be transferred to the nominated account together with the amount of the deposit, in accordance with your instructions.
- 23.10 The money you leave in the TD will continue to earn the interest rate originally agreed.
- 23.11 If the amount remaining after a partial withdrawal would be less than the minimum investment permitted for a TD then the whole balance must be withdrawn.
- 23.12 No early withdrawal interest rate reduction will be applied if you contact us to withdraw funds within seven days after reinvesting your TD under clause 22.

24. Statements

- 24.1 We will issue you with account statements if and when required by the Banking Code of Practice. If we are not required to provide you with account statements by the Banking Code of Practice transactions will be confirmed in writing or by another manner allowed by law.

25. Resolving errors or complaints

- 25.1 If you have a complaint, or believe that an error or unauthorised transaction has been made on your account, you must notify us immediately by calling us. It is essential that you give us all the information you have to help us resolve your concerns. If we cannot resolve your concern immediately, we will ask you to send your complaint to us in writing to:
Customer Relations Manager
ME
Reply Paid 1345
Melbourne VIC 8060
- 25.2 Once we receive your complaint, we will investigate it based on available evidence.
- 25.3 If we are unable to resolve your complaint within 21 days of receiving it we will tell you that we need more time to investigate the complaint.
- 25.4 Unless there are exceptional circumstances, we will complete the investigation of your complaint within 45 days of receiving it. If we are unable to resolve your complaint within 45 days of receiving it, we will inform you in writing about:
- the reasons for the delay;
 - your right to complain to our external dispute resolution body Australian Financial Complaints Authority (AFCA) and AFCA's contact details; and
 - the date by which you can reasonably expect to hear the outcome of our investigation;
- and we will then provide you with monthly updates on the progress of the investigation unless you have not responded to requests for additional information from us and your non-response is preventing us from dealing with your complaint.
- 25.5 When we have completed our investigation, we will inform you in writing of:
- the outcome of our investigation and the reasons for our decision; and
 - your right to complain to AFCA and AFCA's contact details;
- provided that we will not do that, unless you request us to, if your complaint has been resolved to your complete satisfaction within 5 business days of us receiving it.
- 25.6 Where our investigation shows that your account has been incorrectly debited or credited, we will promptly adjust your account (including adjustments for interest and charges) and tell you in writing of the amount that has been debited or credited to your account as a result.
- 25.7 Where our investigation shows that your account has not been incorrectly debited or credited or, in the case of unauthorised transactions, that you contributed to at least part of the loss, we will give you copies of any documents or other evidence on which we based our findings.

Questions?

We're always on the job. If you'd like further information on what you've just read, or to find out more about our straightforward, transparent products and genuine service, you know where we are. And if you don't, there are just two more lines to read.

mebank.com.au
13 15 63

**“I loved
reading
the terms &
conditions!”**

– said no one, ever



**Treasury business
online savings account.**
Terms + conditions.

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1 Purpose of this booklet

This booklet contains the terms of the ME Treasury Business Online Savings Account.

We recommend that you read these terms carefully before operating the account and keep them for future reference. If you have any questions or would like more information about the account, please call us on **(03) 9708 3233** Monday to Friday 9am to 5pm.

The relevant provisions of the Banking Code of Practice apply to the account, unless you are a wholesale investor or a business that is not a 'small business' as defined in the Code. A copy of that Code is available on our website, or you can call us and we will send you a hard copy for free. Information about the current fees, charges and interest rate(s) that apply to the account, at any time, is available from us on request.

2 Words used in these terms

Meanings of words

2.1 In these terms, unless the context requires otherwise:

account means the ME Treasury Business Online Savings Account held in the name of the account holder.

account holder means the individuals or entities named in the account application as the holder or holders of the account.

address means the mailing address, facsimile number or e-mail address of the account holder.

AEST/AEDT means Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is applicable in Melbourne.

application form means the application form for the account completed by the account holder.

authorised representative means the person or persons, jointly and severally, that are authorised by the account holder in the application form or other form approved by us to operate the account in accordance with clause 6.1.

business day means a weekday except a national public holiday or a public holiday in Victoria.

direct credit request means the direct credit request (which incorporates the terms and conditions set out in Annexure B) you give us under clause 11.12 whereby

you can authorise us to draw on the account and to credit the nominated account.

electronic banking means banking conducted through electronic communications (including email) or operator assisted banking

funds transfer means an electronic transfer of value using electronic banking, initiated by you, instructing us to transfer value from one account to another.

government agency means any government or any governmental, semi-governmental, administrative or judicial body, department, commission, authority, tribunal, agency or entity.

Interest Rate means the variable daily interest rate that applies to the account.

Intermediary means a person acting on your behalf (for example, your broker or financial advisor) who is accredited by us to introduce treasury services business to us.

nominated account means the account nominated by the account holder or an authorised representative in the application form or any form approved by us into which all withdrawals from the Treasury Business Online Savings Account are deposited.

operator assisted banking means our operator assisted banking service described in clause 11.5.

personal details means the personal details for each authorised representative associated with the account and includes their name, residential address, e-mail address, mobile phone number and work phone number.

technical failure means any outages, faults and delays affecting electronic banking, including outages, faults and delays arising from infrastructure failures, technical or traffic-related difficulties with the performance of the internet, or technical difficulties with the performance or operation of our or someone else's software, equipment or systems.

terms means these terms and conditions.

this agreement includes all parts of these terms, our schedule of fees and charges and the application form.

you and **your** means each account holder and each authorised representative, jointly and severally.

we, us, our, ME and **ME Bank** means Members Equity Bank Limited ABN 56 070 887 679.

wholesale investor means an investor who meets the “wholesale client” definition as stated in the Corporations Act.

Interpreting this agreement

2.2 When interpreting this agreement:

- headings are only for convenience and do not affect interpretation;
- a word or expression indicating the singular includes the plural and the other way around;
- a reference to any documents that is part of this agreement includes a reference to all amendments, supplements and replacements of that document;
- the words “includes” and “including” are not words of limitation;
- examples are descriptive only, and are not exhaustive;
- references to time are to Melbourne time; and
- if we are required to do anything (including processing any transaction) on a day that is not a business day, we may do it on the next business day.

3 Opening an account

How to open an account

3.1 To open an account the applicant must provide us with a completed application form and all documents we require in support of the application.

3.2 If we accept the application, we will notify the account holder of our acceptance by mail or any other method in accordance with clause 15.

3.3 The account is a business account and must be established primarily for business or investment purposes.

4 Additional requirements

If we believe it is necessary to enable us to comply with any law, regulatory requirement or internal compliance program that we are legally required to have:

- you must provide us with any information or assistance we request;
- we may disclose your information to third parties, including government or regulatory bodies, law enforcement bodies and other financial institutions;

- we may block access to your account or delay or block a transaction to or from your account.

5 Joint accounts

Account operations

- 5.1 A joint account can be opened together with one other joint account holder.
- 5.2 We will deliver statements, notices or other written material in connection with the account in accordance with clause 15. We may direct any such statement or other notice to any one account holder or jointly to both account holders.

Liability is individual and joint

- 5.3 If the account is a joint account:
- we may act on the instructions of any one joint account holder – but either of you can ask us to change the account authority, in which event account access will be blocked in accordance with clause 16.1; and
 - the joint account holders are liable jointly and individually for the account and for any amount owing to us in relation to the account.
- 5.4 If one joint account holder holds another account with us which is in debit, we may transfer money from the account to repay the debit balance. We do not need to notify you before we do this.

Death of a joint account holder

- 5.5 If one joint account holder dies we will treat the balance of the account as owned by the surviving account holder and the surviving account holder can continue to operate on the account.

6 Authority to operate the account

Authorised representatives

- 6.1 The account holder may appoint no more than two authorised representatives in relation to the account. An authorised representative can do anything the account holder can do in relation to the account (except appoint, or revoke the authority of, other authorised representatives) including:
- closing the account;
 - changing the details of the nominated account;
 - obtaining account history and current balance information using electronic banking;

- making deposits to and withdrawals from the account in accordance with this agreement;

Appointment of authorised representatives

- 6.2 The account holder may appoint, or revoke, the authority of any authorised representative in relation to the account in accordance with this agreement.
- 6.3 The account holder is responsible for any transactions performed on the account by an authorised representative as if that use were by the account holder. The account holder is responsible for ensuring that each authorised representative complies with all the responsibilities and obligations imposed on authorised representatives under these terms.
- 6.4 The authority of an authorised representative to operate on the account in accordance with this agreement continues until we receive written notice from the account holder that any appointment has been revoked in accordance with Clause 6.2.

Account holder representations

- 6.5 The account holder represents and warrants that:
- all information provided in the application form is true and complete;
 - it has full power and authority to enter into, and perform its obligations under, this agreement;
 - it has taken all necessary action to authorise the execution and performance of this agreement;
 - this agreement is legal, valid and binding and enforceable in accordance with its terms; and
 - the execution and performance of this agreement does not and will not breach any law, its constitution or other constituent documents or any trust deed, partnership agreement or other agreement binding on it.

7 The nominated account

- 7.1 The account holder or an authorised representative who has authority to operate the nominated account must nominate an account with ME or another financial institution to which we can transfer money if you instruct us.
- 7.2 The nominated account must be in the name of the account holder or, where the account is held jointly, in the name of the joint account holders.

- 7.3 The account holder or an authorised representative who has authority to operate the nominated account may change the nominated account at any time by completing a Change of Nominated Account form that can be obtained by calling us or writing to us.
- 7.4 If any authorised representative nominates an account in accordance with clause 7.1 or completes a Change of Nominated account form in accordance with clause 7.3, the account holder represents and warrants to us that the authorised representative has authority to operate the nominated account, including the authority to establish and change the nominated account on the account holder's behalf.

8 Interest

Interest Rate

- 8.1 The Interest Rate is variable based on prevailing market conditions. The current Interest Rate for the account on any given day forms part of these terms and conditions and is:
- published on daily rate sheet issued to your intermediary
 - available by calling us on **(03) 9708 3233**; and
 - included in account statements.

Calculation and crediting of interest

- 8.2 Interest starts on the day the first deposit is made to the account and is calculated daily by applying the Interest Rate to the closing balance of the account on that day as follows:

$$\frac{\text{Daily closing balance} \times \text{Interest Rate}}{\text{(as a percentage per annum)}} \\ \underline{\hspace{10em}} \\ 365$$

- 8.3 All amounts credited to the account are included in the closing balance of the account and earn interest, whether or not these amounts have been cleared by us. If a deposit to the account is subsequently dishonoured, any interest earned on the dishonoured deposit will be reversed.
- 8.4 Interest is credited to the account at the end of the last day of each month and is available for your use immediately. Interest is also credited to the account on the day when the account is closed.
- 8.5 If we change the Interest Rate, we will tell you in accordance with clause 15.2.

9 Fees and charges

Our fees and charges

- 9.1 Our fees and charges, if any, are set out in our schedule of fees and charges for the account. You can obtain a copy by calling us or by visiting our website. You agree to pay those fees and charges, if any, and authorise us to debit them to your account.
- 9.2 If we do not collect a fee to which we are entitled, we have not waived our right to collect that fee for future transactions of the same kind.

Government charges or duties

- 9.3 Where government fees or charges are applicable to the account (e.g. any duties for account activity), these will be debited to the account and shown on the account statement. You can obtain details of current government charges (if any) by calling us or visiting our website.

10 Statements

- 10.1 We will issue the account holder with a statement at least every six months and within the six month period after the account is closed. Statements will record all transactions on the account since the last statement (or, in the case of the first statement, transactions since the first deposit was made). The account holder or an authorised representative should review the statement as soon as it is received to ensure that all transactions are correct. Please contact us immediately if you believe there is an error on the account statement.
- 10.2 You can request an interim statement or a duplicate statement by calling us. A fee may be charged for this service.

11 Transacting on the account

- 11.1 You can only operate the account by requesting us to perform the transaction on your behalf via email to **treasury@mebank.com.au**

Transaction restrictions

- 11.2 Deposits and withdrawals can only be made in Australian dollars and cannot be made in cash.
- 11.3 Cheque withdrawals are not permitted.

- 11.4 You cannot deposit into the account from a foreign financial institution.

Operator assisted banking

- 11.5 You may use operator assisted banking to obtain details of the current balance and transaction history on the account. Operator assisted banking is available Monday to Friday 9am to 5pm by calling **(03) 9708 3233**.

Deposits or withdrawals using operator assisted banking

- 11.6 If you are using operator assisted banking to make a deposit or withdrawal, we may ask you to provide written authorisation before we can complete the transaction.

Withdrawals

- 11.7 You can only withdraw funds from the account and deposit them into the nominated account. Funds withdrawn from the account cannot be deposited into any other account.

12 Processing your instructions and availability of funds

Processing your instructions

- 12.1 We will generally process your instructions to transfer funds between the account and the nominated account on the date we receive these instructions, if it is before 4pm Melbourne time on a business day. If we receive instructions after 4pm Melbourne time on a business day or you instruct us to make the transfer on a day that is not a business day, we will process those instructions on the next business day.

Availability of funds

- 12.2 The available funds in the account are available at call. You cannot withdraw funds deposited in the account until the funds have been cleared. This generally takes three business days. If for any reason we do allow you to withdraw the funds before they have been cleared, and the deposit is later dishonoured, we are entitled to take the funds from the account or any other ME account in the name of the account holder, even if the deposit was dishonoured after more than three business days had passed since the funds were deposited.

13 Electronic banking

When we will not act on your instructions

- 13.1 We are not obliged to process your instructions to perform a funds transfer if:
- your instructions are incomplete or are not permitted by this agreement;
 - you do not have sufficient cleared funds in the account or nominated account;
 - your access to electronic banking, the nominated account or the account has been restricted, suspended or terminated when the transfer is to be processed;
 - there is a technical failure which prevents us from processing those instructions; or
 - we are not permitted to process your funds transfer or to otherwise allow it to occur, under any law, regulation, governmental direction (including any requirements of the Reserve Bank of Australia or the Australian Prudential Regulation Authority), court order or industry code to which we subscribe.
- 13.2 You should tell us immediately if you did not authorise a transaction that has been made on the account or you become aware of any delays in processing your instructions.
- 13.3 Except as provided in any law which cannot lawfully be excluded or modified by agreement, you acknowledge and agree that we are not liable for any direct, indirect or consequential loss, damage, liability, costs or expenses suffered or incurred by you in relation to:
- your inability to give us instructions or send us a communication for any reason, whether or not within our control, including as a result of a technical failure;
 - our carrying out, failing to carry out, or delay in carrying out (whether as a result of a technical failure or otherwise), instructions we receive (whether from you or any other person) or other authorisation;
 - our acting on any falsity, inaccuracy, insufficiency or forgery of, or in, any communication which purports to be a communication signed or authorised by you;
 - any fraudulent act or conduct in connection with

the account (other than fraudulent acts or conduct on the part of employees or agents of ME); or

- any other act, omission, matter or thing whatsoever, whether negligent or not.

Indemnity

13.4 Except to the extent such an indemnity is not permitted by law, the account holder agrees to indemnify us on demand against all claims, actions, losses or liabilities we suffer or incur as a result of:

- our carrying out, failing to carry out, or delay in carrying out (whether as a result of a technical failure or otherwise) instructions we receive (whether from you or any other person) or other authorisation;
- any action, demand, proceeding or claim made by any person (including if the funds in the account are held on trust, any beneficiary of the trust) relating to:
 - (i) any transaction carried out in relation to the account (whether or not the transaction was authorised by you and whether or not the person giving the instruction to conduct the transaction has had his or her appointment as an authorised representative cancelled or suspended);
 - (ii) your power or purported power to open, deposit moneys into and operate the account;
 - (iii) any representation or warranty made by the account holder in Clause 6.5 being false, misleading or inaccurate; and
 - (iv) any fraudulent act or conduct (other than fraudulent acts or conduct on the part of employees or agents of ME) in connection with the account.

13.5 We may (in our absolute discretion) suspend transactions on the account at any time and without notice.

We will only do this:

- if we suspect that you, or someone acting on your behalf, is being fraudulent;
- for reasons of security;
- to prevent loss to the account holder or us;
- if we believe you gave us false or misleading information to open the account;

- if any other ME account held by the account holder is in default;
- if we believe that the account has been operated in breach of this agreement;
- if we become aware of any dispute between any of the account holders, an authorised representative or any other person or any other dispute which we consider to affect the account in any way; or
- if the account is closed, or if access to the account or any facility made available under this agreement is restricted, terminated or suspended.

13.6 Any suspension will cease when we notify the account holder that the suspension has been lifted.

14 Overdrawing

14.1 You must not withdraw or transfer an amount that exceeds the account balance from the account. This is “overdrawing” the account.

If this does happen:

- the account holder must immediately pay us the amount by which the account is overdrawn and ensure that the account is brought back into credit; and
- we may transfer an amount equal to the overdrawn amount from another account which the account holder holds with us (even if that other account is not an ME Treasury Business Online Savings Account), into the overdrawn account. We are not liable for any loss incurred as a result of this.

15 Change to conditions

Notice of any changes

15.1 We may change any of these terms including the fees and charges that are payable. We agree to give the account holder at least 30 days’ prior notice in writing if the change increases a fee or charge or introduces a new fee or charge.

15.2 We will give you at least 30 days prior notice of any other change that is unfavourable to you, unless it’s a change to, or introduction of, a government charge that you pay directly, or indirectly, in relation to your account or a change to an interest rate. We may do this in writing to you or by advertising in a national newspaper or giving you notice in any manner allowed by law.

15.3 We will tell you of all other changes to this agreement (including any change to the Interest Rate for the account) on or before the day on which the change takes effect. We may do this in writing to you, by advertising in a national newspaper or giving you notice in another manner allowed by law.

Change of name or address

15.4 The account holder or an authorised representative must tell us promptly if there is a change to the account holder's name or address. If you do not tell us about a change of address, we can still give you notice by writing to the last address the account holder or authorised representative told us about. Each authorised representative must tell us promptly if there is a change to their personal details.

Notices to you

15.5 For the purposes of this agreement, a notice transmitted by facsimile, e-mail or other electronic messaging system is in writing.

15.6 We may deliver statements, notices and other written material in connection with the account (collectively referred to as 'account communications') to the account holder at any address you provide to us in the application form or in any subsequent notice you send to us including an electronic address. We may deliver written account communications in any other way permitted by law including by delivering them to anyone acting on your behalf as your agent.

15.7 Electronic account communications can be provided to the account holder by email to the email address of the account holder's agent.

15.8 Subject to any law that provides otherwise, you will be taken to have received an account communication under this agreement:

- if it is an account communication sent by pre-paid post, on the second business day after posting;
- if it is an account communication by press advertisement, on the day the press advertisement is published;
- if it is an account communication by facsimile, when the machine from which the facsimile was sent indicates successful transmission;
- if it is an account communication by an electronic messaging system that contains

a delivery verification function, when the system generates a delivery verification notice or other confirmation; or

- if it is an account communication by e-mail or other electronic messaging system (other than those referred to in the previous paragraph), when sent to your designated information system. For the purposes of this paragraph, the server on which the mailbox for your designated address resides is taken to be your designated information system.

Notices to us

- 15.9 Unless these terms specify otherwise, when these terms say you can write to us or send us a notice about something, you can post it to:

Treasury Services

GPO Box 1345

Melbourne VIC 3001

We are not taken to receive a notice under this agreement until we actually receive the notice in legible form.

16 Restricting account access

Blocking the account

- 16.1 We may “block” access to the account without notice if:
- we are required to do so by law;
 - we suspect that you or someone else is being fraudulent in connection with the account;
 - we believe that further use of the account may cause the account holder or us loss;
 - we believe that the account has been or is being used to further a crime;
 - the account is a joint account and we become aware that the joint account holders are in dispute;
 - if a joint account holder asks us to change the account authority so that all account holders have to approve any future withdrawals;
 - the funds in the account are held in trust, and we think that your use of the account may cause loss to us or to a beneficiary of the trust; or
 - we become aware that the sole account holder has died.
- 16.2 This means that you will not be able to make any withdrawals from the account. You will only be able

to make deposits to the account in accordance with clause 11. We will continue to pay interest on the credit balance in the account.

Unblocking the account

- 16.3 We will only unblock access to the account, as relevant, when we are satisfied that:
- we are permitted to do so by law;
 - the circumstances set out in clause 16.1 no longer apply.

17 Closing the account

- 17.1 The account holder or an authorised representative may close the account at any time by writing to us in accordance with clause 15.9. If the account is a joint account, we will accept instructions from one joint account holder to close the account.
- 17.2 We may close the account without notice if:
- the account has a nil balance and you have not used the account for a period of six months or more;
 - we are compelled to do so by law or by direction of a court, tribunal or government agency;
 - we believe you gave us false or misleading information to open the account;
 - you failed to comply with this agreement; or
 - we believe that further use of the account may cause you or us loss.
- 17.3 We may close the account without reason by giving you seven days' prior written notice.
- 17.4 If the account is closed, we will pay to the account holder the credit balance of the account plus interest, if any, less any accrued fees, government charges or duties applied to the account prior to the closing date by direct credit to the nominated account.
- 17.5 The account holder remains liable for all transactions, fees and charges on or in relation to the account before or at the time the account is closed. If the account is closed the account holder must pay any amount owing to us (including any overdrawn amount).

18 Inactive accounts

Dormant accounts

- 18.1 If you have not made a withdrawal from, or deposit to, the account for twelve months or more, we may close the account and pay the credit balance of the

account plus interest to the nominated account. If we are unable to do this for any reason, we may pay the balance of the account to a non-interest bearing account with us. Subject to clause 18.2 we will pay the credit balance of the account to the account holder subject to receiving proof acceptable to us that the account holder is entitled to the funds.

Unclaimed money

18.2 If:

- you have not made a withdrawal from, or deposit to, the account for seven years or more, as prescribed by law; and
- you have not otherwise contacted us to claim the funds in the account,

then:

- we will pay the funds to the relevant government agency as unclaimed moneys if the funds are equal to or more than any minimum amount prescribed by law; or
- the funds will become our property if the funds are less than any minimum amount prescribed by law.

19 Errors or complaints

19.1 If you have a complaint or believe that an error or unauthorised transaction has been made on the account, you must notify us immediately by calling us. It is essential that you give us all the information you have to help us to resolve your concerns, which we may ask you to give us in writing. If we cannot resolve your concern at this stage, we will ask you to put your complaint in writing and send it to:

ME Customer Relations Manager

GPO Box 1345

Melbourne, VIC 3001

19.2 Once we receive your complaint we will investigate it based on available evidence.

19.3 If we are unable to resolve your complaint within 21 days of receiving your complaint we will tell you that we need more time to investigate the complaint.

19.4 Unless there are exceptional circumstances we will complete the investigation of your complaint within 45 days of receiving it.

19.5 If we are unable to resolve your complaint within 45 days of receiving it we will inform you in writing about:

- the reasons for the delay; and

- your right to complain to our external dispute resolution body Australian Financial Complaints Authority (AFCA) and AFCA's contact details; and
 - the date by which you can reasonably expect to hear the outcome of our investigation,
- and we will then provide you with monthly updates on the progress of the investigation unless you have not responded to requests for additional information from us and your non-response is preventing us from dealing with your complaint.

19.6 When we have completed our investigation we will inform you in writing of :

- the outcome of the investigation and the reasons for our decision; and
- your right to complain to AFCA and AFCA's contact details;

provided that we will not do that, unless you request us to, if your complaint has been resolved to your complete satisfaction within 5 business days of us receiving it.

19.7 Where our investigation shows that the account has been incorrectly debited or credited, we will promptly adjust the account (including adjustments for interest and charges) and tell you in writing of the amount which has been debited or credited to the account as a result.

19.8 Where our investigation shows that the account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you contributed to at least part of the loss, we will give you copies of any documents or other evidence on which we based our findings.

20 Account combination

20.1 We may combine the balances of two or more of the account holder's accounts with us, even if those accounts are not both Treasury Business Online Savings Account. For example, if one of the account holder's accounts is overdrawn, we can use credit funds in another of the account holder's accounts to repay that overdrawn amount. We do not have to do this, and we are not liable for any loss the account holder may incur because we do or do not combine accounts. We do not have to give the account holder notice in advance that we are doing this, but we will

tell the account holder promptly if we combine any of accounts of the account holder.

21 Privacy

21.1 The privacy of personal information is important to us. We observe the National Privacy Principles and the Privacy Act in handling personal information in relation to the account.

21.2 Your personal information may be shared between, and used by us and our subsidiaries and associated companies for the purpose of assessing the account application, establishing and administering the account, and for related purposes including:

- verifying your identity;
- if the information is account holder personal information, for consideration of any other application made by the account holder to us for financial products or services;
- customer relations including management of our relationship with you and market or customer satisfaction research and product development;
- compliance with legislative and regulatory requirements (including without limitation the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the Income Tax Assessment Act 1936 (Cth) and the Taxation Administration Act 1953 (Cth)) and payment systems requirements;
- information technology systems development and testing;
- our internal operations including record keeping, risk management, auditing purposes, training, file reviews and account holder personal information only for portfolio analysis;
- to investigate, resolve and prevent complaints;
- arrangements with other organisations to provide services in relation to our products and services (for example, we may arrange for mailing houses to distribute account statements);
- conducting fraud assessments;
- reporting and data analytics, including for regulatory, management, statistical or research purposes; and
- marketing.

- 21.3 We may also disclose your personal information for those purposes to the following organisations:
- our related entities, service providers and alliance partners;
 - our agents, contractors and external advisers (for example, our lawyers and auditors);
 - any person acting on your behalf, including your legal and financial advisers;
 - government and other regulatory bodies, law enforcement bodies and courts;
 - external dispute resolution bodies (for example, FOS Australia);
 - payment system operators; and
 - other financial institutions.
- 21.4 ME, its subsidiaries and associated companies may use personal information collected in relation to the account to keep you up to date with other products and services. If you do not want us to do this, please contact us. You do not need to contact us if you have previously informed us that you do not wish to receive information on other products and services.
- 21.5 We may disclose your personal information to our third party service providers for them to help us provide banking and related services to you. Our third party service providers may store or access your personal information overseas. These countries are listed in our Privacy and Credit Reporting Policy, which may change from time to time. Personal information we are required to disclose to the Australian Taxation Office may be exchanged with tax authorities in other countries pursuant to intergovernmental agreements to exchange financial account information.
- 21.6 ME's Privacy and Credit Reporting Policy contains information about how you:
- can request us to provide you access to any personal information we hold about you;
 - can seek correction of personal information we hold about you;
 - may complain about a breach of an Australian Privacy Principle and how we will deal with such a complaint.

The Privacy and Credit Reporting Policy is available at **mebank.com.au** or on request. We may make changes to our Privacy and Credit Reporting Policy from time to time for any reason. We do this by

updating the Privacy and Credit Reporting Policy and recommend that you review it on a regular basis.

21.7 You may request that we provide you with access to your personal information held by us in relation to your account by contacting ME's Privacy Officer by:

- phoning **(03) 9708 3233** during normal business hours;
- emailing **privacy@mebank.com.au**; or
- writing to the ME Privacy Officer
GPO Box 1345
Melbourne VIC 3001

22 Financial claims scheme

Your account is covered by the Financial Claims Scheme (**Scheme**). You may be entitled to payment under the Scheme.

Payments made under the Scheme are subject to a limit for each depositor. Information about the Scheme can be obtained from the Australian Government's Financial Claims Scheme website at **fcs.gov.au** and the APRA hotline on **1300 55 88 49**.

Annexure B.

Direct Credit Request Terms and Conditions

If you give us instructions using electronic banking to withdraw funds from the account for deposit into the nominated account (“Instructions”), you agree and acknowledge that:

- 1.1 if there are sufficient cleared funds in the account we will withdraw the requested amount from the account and send payment to the nominated account on each day a withdrawal is to be made in accordance with the Instructions. We are not responsible for any delay by the financial institution at which the nominated account is held in processing that payment;
- 1.2 it is your responsibility to:
 - ensure that there are sufficient cleared funds in the account on a day a withdrawal is to be made in accordance with the Instructions;
 - check that the details you have provided us of the nominated account are correct by checking them against a recent account statement;
 - advise us if the nominated account is transferred, closed or if any other account details change; and
 - check the account statement to verify that the amounts withdrawn from the account are correct;
- 1.3 if there are insufficient cleared funds in the account on a day a withdrawal is to be made in accordance with the Instructions, we:
 - are not required to make any payment to the nominated account;
 - may make the payment to the nominated account when sufficient cleared funds are available (but we are not obliged to do this); and
 - are not liable for any loss you may suffer as a result of any failure or delay in payment to the nominated account;
- 1.4 we may stop acting in accordance with the Instructions at any time:
 - without notice to you if the financial institution at which the nominated account is held refuses to accept our payments; or
 - by sending you written notice.



Members Equity Bank Limited
ABN 56 070 887 679
AFSL and Australian Credit Licence 229500
TS0016.v01/202002/216689

Holaaaaaa!

mebank.com.au

(03) 9708 3233

You won't want to miss this.

Well... that might be stretching it a bit.

ME treasury products terms and conditions.

Here's all the detail you need to know.

- General terms that apply to the products
- Specific terms that apply to 11am Accounts
- Specific terms that apply to 11am Plus Accounts
- Specific terms that apply to CDs (Purchasing a CD)
- Specific terms that apply to Convertible CNAs
- Specific terms that apply to T+2 Accounts



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Part A.

General terms that apply to the products.

1. Purpose of these terms

This booklet contains the terms applicable to the following ME Treasury products:

- 11am Cash Account (“11am Account”);
- Certificate of Deposit (“CD”);
- Cash Notice Account (“CNA”);
- 11am Plus Account (“11am Plus”);
- Convertible Cash Notice Account (“Convertible CNA”); and
- T+2 Account.

These terms comprise the following parts:

- **Part A** – which are the general terms that apply to the products;
- **Part B** – which are the specific terms that apply to 11am Accounts;
- **Part C** – which are the specific terms that apply to CDs;
- **Part D** – which are the specific terms that apply to CNAs;
- **Part E** – which are specific terms that apply to 11am Plus Accounts;
- **Part F** – which are specific terms that apply to Convertible CNAs; and
- **Part G** – which are specific terms that apply to T+2 Accounts.

In opening an account you agree to these terms. Therefore we recommend you read them carefully and keep them for future reference.

2. Words used in these terms

2.1 In these terms, unless the context requires otherwise:

3-month BBSW means an average BBSW calculated over a 3 month period.

3-month OIS means an average OIS Rate calculated over a 3-month period.

Account means the product held in the name of the investor.

Address means the mailing address, facsimile number or email address of the investor.

Adjusted swap rate means the difference between the relevant 3-month BBSW and the relevant 3-month OIS Rate.

Authorised representative means the person or persons, jointly and severally, that are authorised by the investor in the investor registration form or other form approved by us to operate the account in accordance with clause 7.

BBSW means the Australian Bank Bill Swap Rate, being the average mid-rate for Australian dollar bills of exchange having various tenors which appear on the Reuters Screen BBSW Page at approximately 10:15am Sydney time on the date any reset date is calculated. If such rate does not appear, then a rate will be determined by ME, acting in good faith and in a commercially reasonable manner.

Business day means a weekday except a national public holiday or a public holiday in Victoria.

CD term means the period from the purchase date, or (if applicable) the repurchase date, to the maturity date.

CNA notice period means the period agreed between you and ME whereby your funds invested in a CNA will become available.

Corporations Act means the Corporations Act 2001 (Cth).

Face value means the amount payable to the investor on the maturity date of a CD.

Intermediary means a person you are associated with (for example, your broker or financial advisor) who is accredited by us to introduce treasury services business to us.

Investor means the individuals or entities named in the investor registration form as the holder or holders of the account.

Maturity date means if the investor has a CD, the date specified in a CD on which the face value is to be paid.

Nominated account means the account nominated by the investor in the investor registration form or in any form approved by us so that we can credit or debit the account on your instructions.

OIS Rate means the overnight indexed swap rate.

Product means a ME Treasury product described in clause 1 of these terms.

Purchase date means the date on which the investor purchases a CD from ME.

Purchase price means the price that the investor pays for a CD on the purchase date.

Relevant 3-month BBSW means a 3-month BBSW that is first calculated from the first business day of the month which is 3 full months prior to the commencement of the Convertible CNA and is then reset on a monthly basis on the first business day of each subsequent month from the commencement of the Convertible CNA to reflect the most recent 3-month BBSW.

Relevant 3-month OIS means a 3-month OIS rate that is first calculated from the first business day of the month which is 3 full months prior to the commencement of the Convertible CNA and is then recalculated on a monthly basis on the first business day of each subsequent month from the commencement of the Convertible CNA to reflect the most recent 3-month OIS.

Repurchase date means the date on which we buy back all or part of the face value of a CD from the investor.

Repurchase price means the price we agree to pay the investor for all or part of a CD on the repurchase date.

Security code means any data or information provided by you to us on request in order to identify you.

Terms means these terms and conditions.

This agreement includes all parts of these terms, the investor registration form and the confirmation letter we send the investor when we open the account.

Treasury services team means the dedicated team appointed by ME to assist you in establishing and managing the account.

You and your means each investor and each authorised representative jointly and severally.

We, us, our and **ME** means Members Equity Bank Limited ABN 56 070 887 679.

Wholesale investor means an investor who meets the “wholesale client” definition as stated in the Corporations Act.

- 2.2 When interpreting this agreement:
- headings are only for convenience and do not affect interpretation;
 - references to time are to Melbourne time;
 - all references to dollars are to Australian dollars;
 - if we are required to do anything (including processing any transaction) on a day that is not a business day, we may do it on the next business day; and
 - a reference to any document that is part of this agreement includes a reference to all amendments, supplements and replacements of that document.

3. Account availability

- 3.1 To open an account the applicant must:
- provide us with a completed investor registration form;
 - meet the “wholesale client” definition as stated in the Corporations Act 2001 (Cth) and provide us with appropriate supporting documentation if requested by us;
 - provide us with any other documents we require in support of the application for a product, including any information we request to satisfy identification and authorisation requirements; and
 - provide us with the minimum investment amount as set by ME from time to time.
- 3.2 The account is a business account and must be established primarily for business or investment purposes.

4. Joint accounts

Account operations

- 4.1 A joint account can be opened together with one other joint investor.
- 4.2 We will deliver statements or other notices in connection with the account in accordance with clause 15. We may direct any such statement or other notice to any one investor or jointly to both investors.

Liability is individual and joint

- 4.3 If the account is a joint account:
- we may act on the instructions of any one joint investor; and
 - the joint investors are liable jointly and individually for the account and for any amount owing to us in relation to the account.
- 4.4 If one joint investor holds another account with us which is in debit, we may transfer money from the account to repay the debit balance. We do not need to notify you before we do this.

Death of a joint investor

- 4.5 If one joint investor dies we will treat the balance of the account as owned by the surviving investor.

5. Setting of interest rates

- 5.1 Interest rates for the products are determined by ME in our discretion having regard to prevailing market interest rates. The market interest rates are adjusted by a margin that reflects a number of factors including the following:
- current market conditions;
 - the size and term of the investment;

- the investor’s overall relationship with ME; and
- our costs of providing the product.

The market interest rates and the margin will vary from time to time due to changed market conditions and the timing of the investment.

- 5.2 Details of current interest rates are available by contacting the treasury services team.
- 5.3 Please note that any interest rate quoted by us under clause 5.2 is indicative only. The actual interest rate that applies to the account will be set on the day we receive the documentation required as set out in clause 3. The interest rate is included in the confirmation letter that is sent to the investor once we open the account.

6. Fees and charges and other payments

- 6.1 There are no bank fees or charges applicable to the products.
- 6.2 The products may be subject to government taxes and duties. The investor is responsible for paying any applicable government taxes and duties.
- 6.3 Where the investor has been referred to us by an intermediary, the investor:
- authorises us to disclose to the intermediary information about the application for the product;
 - acknowledges that the intermediary is not our agent and is not authorised to make any representations on our behalf regarding the products or impose any obligations on us;
 - acknowledges that the intermediary has acted as the investor’s agent to arrange for the application by the investor for the product; and
 - in the case of a wholesale investor acknowledges that we may pay the intermediary an upfront fee of up to 0.25% of the investment amount. Please contact the intermediary if you require further details about any such payments.

7. Authority to operate the account

- 7.1 The investor may appoint authorised representatives to operate the account. An authorised representative can do anything the investor can do in relation to the account except for:
- appointing, or revoking the authority of, other authorised representatives; and
 - changing the details of the nominated account.
- 7.2 The investor is responsible for ensuring that each authorised representative complies with all the responsibilities and obligations imposed on authorised representatives under these terms.
- 7.3 We will act on any instruction given by an authorised representative in relation to the account. We will not be liable for any loss or damage the investor or anyone else suffers where we act on any instruction given by an authorised representative.
- 7.4 The authority of an authorised representative to operate the account in accordance with this agreement continues until we receive written notice in accordance with clause 15.3 from the investor that any appointment has been revoked.

8. Operating the account

How to operate the account

- 8.1 You can only operate an account by:
- phoning the treasury services team between 9am–5pm Monday to Friday; or
 - sending an email to the treasury services team.
- We will provide the investor with the contact details of the treasury services team when the account is opened.
- 8.2 You acknowledge and agree that we may (in our absolute discretion):
- delay acting upon an instruction or ask you or another person for additional information before acting on any instruction; and
 - decline to any act on any of your instructions if we consider we have a good reason to do so.

Transaction restrictions

- 8.3 Any deposits to and withdrawals from an account can only be made in Australian dollars and cannot be made in cash.
- 8.4 Cheque deposits and cheque withdrawals are not permitted.
- 8.5 You cannot deposit into the account from a foreign financial institution.

The Nominated Account

- 8.6 If the investor has an 11am Account, a CNA or a T+2 Account the investor must nominate an account in writing:
- from which investment amounts may be directly transferred by you to us for deposit into your account; and
 - into which investment amounts and any interest will be directly transferred by us as instructed by you and upon closure of the account.
- 8.7 If the investor has a CD, the investor must nominate an account in writing:
- from which the purchase price will be directly transferred on the purchase date if instructed by you to do so;
 - into which the face value will be directly transferred by us if instructed by you to do so on the maturity date; and
 - into which the repurchase price will be directly transferred by us on the repurchase date (if any).
- 8.8 If the investor has a Convertible CNA, the investor must nominate an account in writing:
- from which investment amounts may be directly transferred by you to us for deposit into your Convertible CNA; and
 - into which any interest will be directly transferred by us as instructed by you and upon closure of the Convertible CNA.
- 8.9 The nominated account must be in the name of the investor or, where the account is held jointly, in the name of at least one of the investors.
- 8.10 You may only have one nominated account linked to the account at any one time.

- 8.11 a. The investor may change the nominated account at any time by completing a Change of Details form that can be obtained by calling us or writing to us. The change will not take effect until we have received your properly completed Change of Details form and the change is processed. This usually takes two business days from when the form is received by us.
- b. Where the investor has been referred to us by an intermediary, the intermediary may change the nominated account by providing us written instructions. The change will not take effect until processed. This usually takes two business days from when the instructions are received by us.

9. No credit

- 9.1 You must not withdraw or transfer an amount that exceeds the account balance from the account. This is “overdrawing” the account. If this does happen:
- the investor must immediately pay us the amount by which the account is overdrawn and ensure that the account is brought back into credit; and
 - we may transfer an amount equal to the overdrawn amount from another account which the investor holds with us (even if that other account is not a ME Treasury product), into the overdrawn account. We are not liable for any loss incurred as a result of this.

10. Security codes

- 10.1 The investor must arrange for each authorised representative to provide us with their details so we can establish their security codes.
- 10.2 The investor authorises us to carry out (without further inquiry) any instructions provided to us when a valid security code is provided to us.

Your obligation to keep your codes secret

- 10.3 Your security codes are unique to you. The investor agrees to ensure that all codes are kept confidential and to obtain the agreement of each authorised representative to keep their codes confidential and to not tell, show or disclose them to anyone.

If your codes are compromised

- 10.4 If you know or suspect that:
- any of your codes have become known to someone else;
 - any of your codes are lost or stolen; or
 - the account has been used in a way not authorised by you,
- you must notify us immediately by contacting the Treasury Services team.
- 10.5 Once we are notified that the confidentiality of your security code(s) has been compromised we will cancel the compromised code(s) and establish a replacement security code(s).

11. No liability and indemnity

No liability

- 11.1 Except as provided in any law which cannot lawfully be excluded or modified by agreement and in clause 10.2, you acknowledge and agree that we are not liable for any direct, indirect or consequential loss, damage, liability, costs or expenses suffered or incurred by you in relation to:
- your inability to give us instructions or send us a communication for any reason, whether or not within our control, including as a result of a technical failure;
 - our carrying out, failing to carry out, or delay in carrying out (whether as a result of a technical failure or otherwise) instructions we receive (whether from you or any other person) which are accompanied by your valid security code or other authorisation;
 - our acting on any falsity, inaccuracy, insufficiency or forgery of, or in, any communication which purports to be a communication signed or authorised by you;
 - any fraudulent act or conduct in connection with the account (other than fraudulent acts or conduct on the part of employees or agents of ME); or
 - any other act, omission, matter or thing whatsoever, whether negligent or not.
- 11.2 The investor is not liable for transactions on the account that are initiated using any security codes relating to the account after the time you notify us in accordance with clause 10.4.

Indemnity

- 11.3 Except to the extent such an indemnity is not permitted by law, the investor agrees to indemnify us on demand against all claims, actions, losses or liabilities we suffer or incur as a result of:
- our carrying out, failing to carry out, or delay in carrying out (whether as a result of a technical failure or otherwise) instructions we receive (whether from you or any other person) which are accompanied by your valid security code, or other authorisation;
 - you failing to comply with these terms; and
 - you failing to comply with any law or regulation that applies to the account.

12. Telephone conversations

- 12.1 You agree and acknowledge that we can intercept or record any telephone conversation. Taped conversations will be retained for a limited period as a record of the transaction. You can request that you do not wish to be recorded, however we may not enter into the transaction over the telephone unless the conversation is recorded.

13. Privacy Notice

- 13.1 The privacy of personal information is important to us. We observe the Australian Privacy Principles and the Privacy Act 1988 in handling personal information in relation to the account.

- 13.2 Your personal information may be shared between, and used by us and our subsidiaries and associated companies for the purpose of assessing the account application, establishing and administering the account, and for related purposes including:
- verifying your identity;
 - if the information is account holder personal information, for consideration of any other application made by the account holder to us for financial products or services;
 - customer relations including management of our relationship with you and market or customer satisfaction research and product development;
 - compliance with legislative and regulatory requirements (including without limitation the Anti-Money Laundering and Counter Terrorism Financing Act 2006, the Income Tax Assessment Act 1936 and the Taxation Administration Act 1953) and with payment systems requirements;
 - information technology systems development and testing;
 - our internal operations including record keeping, risk management, auditing purposes, training, file reviews and account holder personal information only for portfolio analysis;
 - to investigate, resolve and prevent complaints;
 - arrangements with other organisations to provide services in relation to our products and services (for example, we may arrange for mailing houses to distribute account statements);
 - conducting fraud assessments;
 - reporting and data analytics, including for regulatory, management, statistical or research purposes; and
 - marketing.
- 13.3 We may also disclose your personal information for those purposes to the following organisations:
- our related entities, service providers and alliance partners;
 - our agents, contractors and external advisers (for example, our lawyers and auditors);
 - any person acting on your behalf, including your legal and financial advisers;
 - government and other regulatory bodies, law enforcement bodies and courts;
 - external dispute resolution bodies (for example, the Australian Financial Complaints Authority);
 - payment system operators; and
 - other financial institutions.
- 13.4 ME, its subsidiaries and associated companies may use personal information collected in relation to the account to keep you up to date with other products and services. If you do not want us to do this, please contact us. You do not need to contact us if you have previously informed us that you do not wish to receive information on other products and services.
- 13.5 We may disclose your personal information to our third party services providers for them to help us provide banking services to you. Our third party service providers may store or access your personal information overseas. These countries are listed in our Privacy and Credit Reporting Policy, which may change from time to time. Personal information we are required to disclose to the Australian Taxation Office may be exchanged with tax authorities in other countries pursuant to intergovernmental agreements to exchange financial account information.

13.6 ME's Privacy and Credit Reporting Policy contains information about how you:

- can request us to provide you access to any personal information we hold about you;
- can seek correction of personal information we hold about you;
- may complain about a breach of an Australian Privacy Principle and how we will deal with such a complaint.

The Privacy and Credit Reporting Policy is available at mebank.com.au or on request. We may make changes to our Privacy and Credit Reporting Policy from time to time for any reason. We do this by updating the Privacy and Credit Reporting Policy and recommend that you review it on a regular basis.

13.7 You may request that we provide you with access to your personal information held by us in relation to your account by contacting ME's Privacy Officer by:

- phoning (03) 9708 3233 during normal business hours;
- writing to the Privacy Officer, ME, GPO Box 1345, Melbourne VIC 3001; or
- emailing privacy@mebank.com.au

14. Changes

Changes to these terms

14.1 We may change any of these terms. We agree to give the investor at least 30 days prior notice in writing if the change:

- a. increases a fee or charge or introduces a new bank fee or charge; or
- b. varies the method by which interest is calculated, unless we agree otherwise with you.

14.2 Unless provided otherwise in these terms, we will tell you of all other changes to these terms on or before the day on which the change takes effect. We may do this in writing to you, by advertising in a national newspaper, or giving you notice in another manner allowed by law.

14.3 We do not need to give you advance notice of a change where the change is necessary to immediately restore or maintain the security of our systems or an account.

Change of name or address

14.4 You must tell us promptly in accordance with clause 15.3 if there is a change to the investor's name or address.

14.5 If you do not tell us about a change of address, we can still give you notices by writing to the last address you told us about.

15. Notices

15.1 For the purposes of this agreement, a notice transmitted by facsimile, email or other electronic messaging system is in writing.

Notices to you

15.2 Subject to any law that provides otherwise, you will be taken to have received a notice under this agreement:

- a. if it is a notice sent by pre-paid post, on the second business day after posting;
- b. if it is a notice by press advertisement, on the day the press advertisement is published;
- c. if it is a notice by facsimile, when the machine from which the facsimile was sent indicates successful transmission;

- d. if it is a notice by an electronic messaging system that contains a delivery verification function, when the system generates a delivery verification notice or other confirmation; or
- e. if it is a notice by email or other electronic messaging system (other than those referred to in the previous paragraph), when sent to your designated information system. For the purposes of this paragraph, the server on which the mailbox for your designated address resides is taken to be your designated information system.

Notices to us

15.3 Unless these terms specify otherwise, when these terms say you can write to us or send us a notice about something, you can post it to:

ME - Treasury Services
GPO Box 1345
Melbourne VIC 3001

15.4 We are not taken to receive a notice under this agreement until we actually receive the notice in legible form.

16. Restricting account access

Blocking the account

- 16.1 We may "block" access to the account without notice if:
- a. we are required to do so by law;
 - b. we suspect that you or someone else is being fraudulent in connection with the account;
 - c. we believe that further use of the account may cause the investor or us loss;
 - d. we believe that the account has been or is being used to further a crime;
 - e. the account is joint account and we become aware that the joint investors are in dispute;
 - f. the funds in the account are held in trust, and we think that your use of the account may cause loss to us or to a beneficiary of the trust; or
 - g. we become aware that the sole investor has died.

This means that you will not be able to make any withdrawals from the account or deposits to the account. We will continue to pay interest on the credit balance in the account.

Unblocking the account

- 16.2 We will only unblock access to the account, as relevant, when we are satisfied that:
- a. we are permitted to do so by law; and
 - b. the circumstances set out in clause 16.1 no longer apply.

17. Account closure

- 17.1 The investor or an authorised representative may close or convert an account, as applicable, by instructing Treasury Services team in accordance with clause 8.1.
- 17.2 We will close the account when you withdraw all of the cleared funds from the account.
- 17.3 We may close the account without notice if:
- a. we are compelled to do so by law or by direction of a court, tribunal or government agency;
 - b. we believe you gave us false or misleading information to open the account;
 - c. we believe you failed to comply with this agreement; or
 - d. we believe that further use of the account may cause you or us loss.

- 17.4 Under other circumstances we will give you reasonable notice if we intend to close the account.
- 17.5 If the account is closed, we will pay to the investor the credit balance of the account plus interest, if any, less any accrued fees, government charges or duties applied to the account prior to the closing date by direct credit to the nominated account.
- 17.6 The investor remains liable for all transactions, fees and charges on or in relation to the account before or at the time the account is closed. If the account is closed the investor must pay any amount owing to us (including any overdrawn amount).

18. Inactive accounts

- 18.1 If when the account is closed by us in accordance with clause 17, we are unable to pay the balance to the nominated account in accordance with your instructions, we may pay the credit balance of the account plus interest to a non-interest bearing account with us. Subject to clause 18.2, we will pay the credit balance of the account to the investor when the investor provides us with proof acceptable to us that the investor is entitled to the funds.
- 18.2 If, after seven years from the date we closed the account under clause 18.1 the investor has not claimed their money, then:
- we will pay the funds to the relevant government agency as unclaimed moneys if the funds are equal to or more than any minimum amount prescribed by law; or
 - the funds will become our property if the funds are less than any minimum amount prescribed by law.

19. Additional requirements

- 19.1 If we believe it is necessary to enable us to comply with any law, regulatory requirement or internal compliance program that we are legally required to have:
- a. you must provide us with any information or assistance we request;
 - b. we may disclose your information to third parties, including government or regulatory bodies, law enforcement bodies and other financial institutions; and
 - c. we may block access to the account or delay or block a transaction to or from the account.

Part B.

Specific terms that apply to 11am Accounts

20. Opening and operating an 11am Account

- 20.1 We will accept cleared funds on deposit until 11am on each business day.
- 20.2 Shortly after the account is opened we will send the investor a letter confirming details of the investment.
- 20.3 If you wish to withdraw funds you must give us instructions by 11am on the business day you require the funds to be withdrawn for funds to be repaid on that business day. If you notify us after 11am your funds will be repaid the next business day.
- 20.4 Unless otherwise agreed by us, after the initial deposit, you may only make deposits to the account for amounts of \$25,000 or more. Withdrawals must be for a minimum of \$25,000.

21. Interest calculation and payment

- 21.1 The interest rate applying to 11am Accounts is set by us on a daily basis in our absolute discretion.
- 21.2 Interest starts on the day the first deposit is made to the account and is calculated daily by applying the interest rate to the closing balance of the account on that day as follows:

$$\frac{\text{daily closing balance} \times \text{interest rate}}{\text{(as a percentage)}}$$

365

- 21.3 Interest is payable as specified by you as follows:
- a. by reinvesting in the 11am Account; or
 - b. payable by direct credit to the nominated account.
- 21.4 Interest is credited with effect on the first business day in each month following the month in which it accrues. Interest is also credited on the day when the account is closed.
- 21.5 All amounts credited to the account are included in the closing balance of the account and earn interest, whether or not these amounts have been cleared by us. If a deposit to the account is subsequently dishonoured, any interest earned on the dishonoured deposit will be reversed and the account may be closed under clause 17.2.

22. Statements

- 22.1 We will issue the investor with a statement every month. Statements will record the net balance of your account each day since the last statement (or, in the case of the first statement, the net balance of your account each day since the first deposit was made).
- 22.2 The investor or an authorised representative should review the statement as soon as it is received to ensure that all transactions are correct. Please contact us immediately if you believe there is an error on the account statement.

Part C.

Specific terms that apply to CDs

23. Purchasing a CD

- 23.1 If the investor wants to purchase a CD, then on the purchase date you will agree with us the CD term and either the purchase price or face value of the investment as well as the interest rate that will be applied to the CD.

Specifying the purchase price of the investment

- 23.2 If the investor wants to invest a particular amount of money, you and ME will agree upon the purchase price, term and the interest rate that will be applied to the CD. We then calculate the face value of the CD by applying the agreed interest rate to the purchase price taking into account the term as follows:

$$\text{face value} = \text{purchase price} \times (1 + \text{daily interest rate} \times \text{CD term in days})$$

Note: the daily interest rate is equal to the annual interest rate divided by 365.

Specifying the face value of the investment

23.3 If the investor wants a particular sum to be available on a future date, you and ME will agree on a face value, CD term and the interest rate that will be applied to the CD. We then calculate the purchase price of the CD by discounting the face value taking into account the agreed interest rate and term of the CD as follows:

$$\text{purchase price} = \frac{\text{face value}}{1 + (\text{daily interest rate} \times \text{CD term in days})}$$

Note: the daily interest rate is equal to the annual interest rate divided by 365

24. Settlement of the investment

- 24.1 The purchase price is payable on the purchase date. You must ensure that you have provided ME with sufficient cleared funds in order to meet the purchase price. If not, the transaction cannot be completed.
- 24.2 Shortly after the purchase date, we will send the investor a letter confirming details of the investment. You should keep this letter for tax purposes, as we will not send you any other statement of account as a record of the investment.

25. Repurchase by ME

- 25.1 You may request ME to repurchase all or part of the CD prior to the maturity date. It is entirely at our discretion as to whether we will agree to do so.
- 25.2 The price that we will pay the investor for the repurchase of all or part of the CD is calculated using the same method used to calculate a purchase price where an applicant wants a CD with a specific face value as detailed in clause 23.3 of these terms.
- 25.3 In considering a repurchase by ME, please note that:
- the repurchase price may be less than the purchase price; and/or
 - the rate of return of the investment may be less than the investor anticipated at the time of purchasing the CD.
- 25.4 If you and ME agree to a repurchase, we will pay the repurchase price by direct transfer to the nominated account. Shortly after the repurchase, we will send the investor a letter confirming the details.

26. Maturity of the investment

- 26.1 Prior to 11am on the maturity date, you may contact ME with your instructions for the maturing CD. You may choose to:
- invest in another CD; or
 - request that the face value be paid into the nominated bank account on the maturity date.
- 26.2 If on the maturity date, we have not received instructions from you, we will reinvest the proceeds into an 11am Account (refer to Part B of these terms for more information on this product) at an interest rate set in accordance with clause 5.

27. Statements

Statements of account are not provided for the CD. You agree that statements need not be provided. Transactions will be confirmed in writing or by another manner allowed by law.

Part D.

Specific terms that apply to CNAs

28. Opening and operating a CNA

- 28.1 To open a CNA the investor must:
- deposit clear funds with ME;
 - agree a CNA notice period with ME;
 - agree an interest rate that applies to the initial CNA in accordance with clause 29.1 of these terms; and
 - agree an interest rate that applies to the subsequent CNA that is established when you want to withdraw funds from your initial CNA in accordance with clause 30.2 of these terms.
- 28.2 Shortly after the account is opened we will confirm details of the investment with the investor.
- 28.3 After the initial deposit you may make deposits to the account at any time.
- 28.4 You may only make withdrawals from the account in accordance with clause 30 of these terms.
- 28.5 You cannot withdraw all or part of the cleared funds from the account prior to expiry of the agreed CNA notice period.

29. Interest calculation and payment

- 29.1 The interest rate applying to the initial CNA is an agreed margin over the Reserve Bank of Australia's cash rate. ME may in its discretion change the agreed margin that applies to the initial CNA. If we do so we will give you the same amount of notice as the CNA notice period which will allow you to withdraw the funds from the CNA prior to the implementation of the margin amendment if you do not agree to this amendment.
- 29.2 Interest starts on the day the first deposit is made to the account and is calculated daily by applying the interest rate to the closing balance of the account on that day as follows:

$$\frac{\text{daily closing balance} \times \text{interest rate}}{365}$$

- 29.3 Interest is credited with effect on the first business day in each month following the month in which it accrues. Interest is also credited on the day when the account is closed. Interest is reinvested into the CNA, unless you request us to pay it by direct credit into the nominated account.
- 29.4 All amounts credited to the account are included in the closing balance of the account and earn interest, whether or not these amounts have been cleared by us. If a deposit to the account is subsequently dishonoured, any interest earned on the dishonoured deposit will be reversed and the account may be closed under clause 17.2.

30. Withdrawing funds from a CNA

- 30.1 You can only withdraw funds from a CNA by switching the funds into a subsequent CNA for a term that is the same period as the CNA notice period agreed between you and ME at the time of opening the initial CNA. By way of example, if the initial CNA notice period is 90 days, then the subsequent CNA term will be 90 days.
- 30.2 The interest rate that applies to the subsequent CNA is an agreed margin over the Reserve Bank of Australia's cash rate.

31. Statements

- 31.1 We will issue the investor with a statement every month. Statements will record the net balance of the account each day since the last statement (or, in the case of the first statement, the net balance of your account each day since the first deposit was made).
- 31.2 The investor or an authorised representative should review the statement as soon as it is received to ensure that all transactions are correct. Please contact us immediately if you believe there is an error on the account statement.

Part E. Specific terms that apply to 11am Plus

32. Specific terms that apply to opening and operating an 11am Plus Account

- 32.1 To open an 11am Plus Account you must:
- open an 11am Account in accordance with clause 33; and
 - open a CNA in accordance with clause 35.

33. Opening and operating the 11am Account that forms part of your 11am Plus Account

- 33.1 We will accept cleared funds on deposit until 11am on each business day.
- 33.2 The minimum initial deposit amount is \$1,000,000.
- 33.3 You do not need to maintain a balance of \$1,000,000.
- 33.4 The maximum balance of the 11am Account is \$10,000,000.
- 33.5 The balance in your 11am Account cannot be greater than the balance in your CNA opened in accordance with clause 35.
- 33.6 We may, at our discretion, transfer funds from your 11am Account to your CNA if:
- the balance in your 11am Account exceeds \$10,000,000; or
 - the balance in your 11am Account exceeds the balance in your CNA.
- 33.7 The amount we transfer from your 11am Account to your CNA account under clause 33.5 will be:
- the amount required to reduce your 11am Account balance to \$10,000,000; or
 - the amount by which the balance in your 11am Account exceeds the balance in your CNA.
- 33.8 Confirmation of any amount transferred under clause 33.5 will be in the form of your monthly 11am Account and CNA statements.
- 33.9 Shortly after the 11am Account is opened we will send the investor a letter confirming details of the investment.
- 33.10 If you wish to withdraw funds you must give us instructions by 11am on the business day you require the funds to be withdrawn for funds to be repaid on that business day. If you notify us after 11am your funds will be repaid the next business day.
- 33.11 After the initial deposit, you may only make deposits to the account for amounts of \$100,000 or more. Withdrawals must be for a minimum of \$100,000.

34. Interest calculation and payment on the 11am Account

- 34.1 Interest is calculated and paid on the 11am Account in accordance with clause 21.

35. Opening and operating the CNA that forms part of your 11am Plus Account

- 35.1 To open a CNA the investor must:
- deposit clear funds with ME, being an amount which is equal to or greater than your initial deposit in your 11am Account opened under clause 33;
 - agree to the CNA notice period and interest rate that is set by ME prior to opening the CNA;
 - agree an interest rate that applies to the subsequent CNA that is established when you want to withdraw funds from your initial CNA in accordance with clause 37.2 of these terms.
- 35.2 Shortly after the CNA is opened we will confirm details of the investment with the investor.
- 35.3 After the initial deposit you may make deposits to the account at any time.
- 35.4 You may only make withdrawals from the account in accordance with clause 37 of these terms.
- 35.5 You cannot provide notice that you wish to withdraw funds from your CNA if you have available funds in your 11am Account.
- 35.6 You cannot withdraw all or part of the cleared funds from the account prior to expiry of the agreed CNA notice period.

36. Interest calculation and payment on the CNA

- 36.1 Interest is calculated on the CNA and paid in accordance with clause 29.

37. Withdrawing funds from a CNA

- 37.1 You can only withdraw funds from a CNA by switching the funds into a subsequent CNA for a term that is the same period as the CNA notice period agreed between you and ME at the time of opening the initial CNA. By way of example, if the initial CNA notice period is 31 days, then the subsequent CNA term will be 31 days.
- 37.2 The interest rate that applies to the subsequent CNA is an agreed margin over the Reserve Bank of Australia's cash rate.

38. Statements

- 38.1 We will issue the investor with statements every month for your 11am Account and your CNA. Statements will record the net balance of the accounts each day since the last statement (or, in the case of the first statement, the net balance of your account each day since the first deposit was made).
- 38.2 The investor or an authorised representative should review the statement as soon as it is received to ensure that all transactions are correct. Please contact us immediately if you believe there is an error on an account statement.

Part F. Specific terms that apply to Convertible CNAs

39. Opening and operating a Convertible CNA

- 39.1 To open a Convertible CNA the investor must:
- deposit clear funds with ME;
 - agree a Convertible CNA notice period with ME;
 - agree an interest rate that applies to the Convertible CNA in accordance with clause 40.1 of these terms; and
 - agree the pricing mechanism which applies to the CD that is issued on conversion, pursuant to clause 23.3.

39.2 The minimum initial deposit amount is \$1,000,000

39.3 Shortly after the account is opened we will confirm details of the investment with the investor.

39.4 After the initial deposit you may make deposits to the account for amounts of \$1,000,000 or more at any time.

39.5 You may only make withdrawals by converting the funds in to a CD with a CD term of the same tenor as the notice period agreed upon the opening of the Convertible CNA.

40. Interest calculation and payment

40.1 The interest rate applying to the Convertible CNA is either:

- an agreed margin over the Reserve Bank of Australia's cash rate; or
- an agreed margin over the Reserve Bank of Australia's cash rate plus the adjusted swap rate.

ME may in its discretion change the agreed margin that applies to the Convertible CNA, by providing seven days prior written notice to the investor.

40.2 Interest starts on the day the first deposit is made to the account and is calculated daily by applying the interest rate to the closing balance of the account on that day as follows:

$$\frac{\text{daily closing balance} \times \text{interest rate}}{\text{(as a percentage per annum)}}$$

365

40.3 Interest is credited with effect on the first business day in each month following the month in which it accrues. Interest is also credited on the day when the account is closed and all the funds are converted to a CD. Interest is reinvested into the Convertible CNA, unless you request us to pay it by direct credit into the nominated account.

40.4 All amounts credited to the account are included in the closing balance of the account and earn interest, whether or not these amounts have been cleared by us. If a deposit to the account is subsequently dishonoured, any interest earned on the dishonoured deposit will be reversed and the account may be closed under clause 17.2.

41. Converting funds from a Convertible CNA

41.1 You can only withdraw funds from a Convertible CNA by converting your investment to a CD by purchasing a CD. The CD will be issued on the next business day following ME receiving written notification of the conversion request.

41.2 The pricing mechanism for the CD is stipulated under clause 23.3

41.3 A conversion may relate to all or a partial amount held in the Convertible CNA.

41.4 The minimum conversion amount is \$1,000,000.

41.5 You need to maintain a minimum balance of \$1,000,000 in the Convertible CNA.

42. Interest calculation and payment on the CNA

42.1 We will issue the investor with a statement every month. Statements will record the net balance of the account each day since the last statement (or, in the case of the first statement, the net balance of your account each day since the first deposit was made).

42.2 The investor or an authorised representative should review the statement as soon as it is received to ensure that all transactions are correct. Please contact us immediately if you believe there is an error on the account statement.

Part G. Specific terms that apply to T+2 Accounts

43. Opening and operating a T+2 Account

43.1 We will accept cleared funds on deposit until 11am on each business day.

43.2 Shortly after the account is opened we will send the investor a letter confirming details of the investment.

43.3 If you wish to withdraw funds you must give us instructions by 11am on a business day, you will then receive the funds two business days later. If you notify us after 11am on a business day your funds will be repaid three business days following receipt of your instructions.

43.4 Unless otherwise agreed by us, after the initial deposit, you may only make deposits to the account for amounts of \$25,000 or more. Withdrawals must be for a minimum of \$25,000.

44. Interest calculation and payment

44.1 The interest rate applying to T+2 Accounts is set by us on a daily basis in our absolute discretion.

44.2 Interest starts on the day the first deposit is made to the account and is calculated daily by applying the interest rate to the closing balance of the account on that day as follows:

$$\frac{\text{daily closing balance} \times \text{interest rate}}{\text{(as a percentage per annum)}}$$

365

44.3 Interest is payable as specified by you as follows:

- by reinvesting in the T+2 Account; or
- payable by direct credit to the nominated account.

44.4 Interest is credited with effect on the first business day in each month following the month in which it accrues. Interest is also credited on the day when the account is closed.

44.5 All amounts credited to the account are included in the closing balance of the account and earn interest, whether or not these amounts have been cleared by us. If a deposit to the account is subsequently dishonoured, any interest earned on the dishonoured deposit will be reversed and the account may be closed under clause 17.2.

45. Statements

45.1 We will issue the investor with a statement every month. Statements will record the net balance of your account each day since the last statement (or, in the case of the first statement, the net balance of your account each day since the first deposit was made).

45.2 The investor or an authorised representative should review the statement as soon as it is received to ensure that all transactions are correct. Please contact us immediately if you believe there is an error on the account statement.

Finito. Terminado. Finírisma. Done.

You made it! Now that you've read the fine print, hang on to this handy booklet. In fact, put it somewhere safe so you can look stuff up if you need to. Or, just refer to it for a bit of light reading.

Questions?

We're always on the job. If you'd like further information on what you've just read, or to find out more about our straightforward, transparent products and genuine service, you know where we are. And if you don't, there are just two more lines to read.

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