



Rabobank

March 2020

Deposit Application Form

Talk to the world's leading food and agribusiness bank

Rabobank Australia Limited

ABN 50 001 621 129 AFSL 234 700

To contact your nearest branch
please call 1300 30 30 33

www.rabobank.com.au

Type of Application

- Cash Management Account Call Deposit Account
- Term Deposit Account Farm Management Deposit

Note: The fixed interest rate will be the applicable rate for the day your Deposit is accepted by Rabobank.

Farm Management Deposit

NOTE: A nominated account for credit interest is mandatory for FMDs.

New FMD Details # 1

Variable FMD details Amount

Term FMD details Amount Term OR Maturity Date

Interest frequency - For Term FMDs of 1 year or more
 Quarterly 6 monthly Annually

New FMD Details # 2

Variable FMD details Amount

Term FMD details Amount Term OR Maturity Date

Interest frequency - For Term FMDs of 1 year or more
 Quarterly 6 monthly Annually

Do you want to transfer an existing FMD from another financial institution to Rabobank? Yes No

Existing Farm Management Deposit details # 1

Account name Bank/Financial Institution

Bank/Financial Institution address BSB No. -

Account Number 1 Account Number 2

Account Number 3 Account Number 4

Terms and Conditions

Before continuing you are required to read, understand and accept the conditions in the following documents relevant to your application -

[Farm Management Deposits - Terms and Conditions](#)

[Rabobank Australia Limited Financial Services Guide](#)

NOTE:

If you are not able to access the relevant documents via the hyper-links above, please copy and paste the following web address in your web browser to access the document - "<https://www.rabobank.com.au/downloads/>"

If you do not have internet access, please ask your local Rabobank branch to supply you with the relevant documents.

Section A Client Number

If you are an existing Rabobank client, please provide your Rabobank Client Number to open this account under this Client Number.

Section B Name and Details of Account

Entity type: Individual

| | | |
|----------------------|----------------------|----------------------|
| Title | Given names | Surname |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Have you lived in any country outside of Australia in the last 3 years? Please list all countries. Yes No

Do you have personal or business dealings in any overseas countries? Please list all countries. Yes No

NOTE: "Lived" refers to a country where you have resided for a period of 3 months or more. This may be different to your country of tax residency. "Personal dealings" may include regular travel; and personal transactions. "Business dealings" may include work; regular travel; the sale or purchase of goods; and payments.

Please provide a detailed explanation of your source of funds.

Note: Your "Source of Funds" is the origin of the funds to be used in the relationship with Rabobank. Include the activities that generate the funds to be used and the method through which the funds will be transferred. For example, Salary transferred from transactional account at NAB.

Please provide your Source of Wealth by selecting from the options below (you may select more than one).

Note: Your "Source of Wealth" is the origin of your total wealth, including wealth and investments held outside of Rabobank.

- | | | |
|--|---|--|
| <input type="checkbox"/> Company ownership | <input type="checkbox"/> Company or Agribusiness dividends or profits | <input type="checkbox"/> Agribusiness / Company sale or sale of an interest in Company |
| <input type="checkbox"/> Gift | <input type="checkbox"/> Inheritance | <input type="checkbox"/> Loan |
| <input type="checkbox"/> Property sale | <input type="checkbox"/> Savings from employment income | <input type="checkbox"/> Other income sources (please provide details below) |

Do you currently hold 5 or more commercial properties or residential investment properties (other than for your own personal use or for the personal use of immediate family members)? Yes No

Note: Agricultural leasing is not considered to be a commercial or residential investment property.

If Yes, please provide more details and an approximate value of total property investments in \$AUD.

If No, Do you currently own less than 5 commercial properties, or residential investment properties (other than for your own personal use or for the personal use of immediate family members), where the total value of all property investments is more than \$2.4million AUD? Yes No

If Yes, please provide more details and an approximate value of total property investments in \$AUD.

Additional Details

Source of Funds (funds deposited must be from primary production activities, specify the primary commodity types)

Other commodity type(s) (if applicable)

Statements

By default, Rabobank provides statements electronically through internet banking. We will notify you when a new statement is available. If internet banking is not selected, then bank statements will be posted in paper form.

NOTE: At least one Account Owner or Authorised Signatory (Full Access) must have Rabobank Internet Banking access in order to view electronic statements. Your e-statement notifications will be sent to the following address.

Email address

If you do not want to receive statements electronically and prefer to receive paper statements please tick this box.

Tax Residency Self-Certification

Is the individual or any joint applicants a U.S. citizen, or a tax resident of the U.S., or any country other than Australia? Yes No

| | | |
|----|---------------------------------|---|
| 1. | Country <input type="text"/> | Tax Identification Number or equivalent <input type="text"/> |
| 2. | Country <input type="text"/> | Tax Identification Number or equivalent <input type="text"/> |
| 3. | Country <input type="text"/> | Tax Identification Number or equivalent <input type="text"/> |
| 4. | Country <input type="text"/> | Tax Identification Number or equivalent <input type="text"/> |
| 5. | Country <input type="text"/> | Tax Identification Number or equivalent <input type="text"/> |

Entity size

Do you have a turnover of greater than \$50m AND / OR employ more than 250 people? Yes No

Account Owner(s) Tax File Number (TFN) (Mandatory)

I/We wish to quote a/an TFN/Exemption I/We do not wish to quote a/an TFN/Exemption for this account A/An TFN/Exemption is already provided

TFN Exemption

Without a TFN (or Exemption), tax may be deducted at the top marginal rate plus Medicare levy by Rabobank from interest paid on any credit balance at the time it is paid. Quotation of your TFN/Exemption to Rabobank is authorised, and its use and disclosure are strictly regulated by the tax laws and privacy legislation. You are not required by law to quote your TFN/Exemption if you do not wish to do so. For more information, contact the ATO on 13 28 61. Quotation of your TFN/Exemption will automatically also apply to any present and future accounts under this Client Number unless you notify Rabobank otherwise.

Section E Account Signatories

NOTE: Identify the Authorised Signatories and how they can operate the account(s) under the Client Number that this application relates to, including by telephone, by written instruction (e.g. facsimile) and by Secure Message through Rabobank Internet Banking.

Signatory Details # 1

Add an Authorised Signatory Remove an Authorised Signatory Amend details of an Authorised Signatory

Signatory Type Account Owner Authorised Signatory

NOTE: Account Access Level (level of access, for written, telephone and facsimile instruction for payments on all accounts) Restricted Signatories are limited to nominated accounts only and cannot sign cheques. Internet Banking Only users have no access, cannot sign cheques or order debit cards.

Please provide Rabobank with the appropriate documents ([Individuals](#)) to verify identity.

Title Given Names (no initials or abbreviations) Last Name

Commonly known as / preferred name Country of Citizenship

Date of Birth (mandatory) / / Occupation Mother's maiden name (mandatory)

Residential/Registered Address (Not PO Box) Suburb/Town Country State Postcode

Postal Address Suburb/Town Country State Postcode

Postal address is the same as above

Telephone (work) Telephone (home) Telephone (mobile) Fax

Email address (mandatory for internet banking)

Signature

Signature box with grid pattern

Nominated by Broker / Intermediary

(By signing, I agree to comply with the Terms and Conditions of the account(s) including this application, the Rabobank Internet Banking Terms and Conditions and the Rabobank Visa Debit Card Terms and Conditions (as relevant) and consent to the use of my personal information as outlined in Section I)

Name and Date input fields

Signatory Details # 2

Add an Authorised Signatory Remove an Authorised Signatory Amend details of an Authorised Signatory

Signatory Type Account Owner Authorised Signatory

NOTE: Account Access Level (level of access, for written, telephone and facsimile instruction for payments on all accounts) Restricted Signatories are limited to nominated accounts only and cannot sign cheques. Internet Banking Only users have no access, cannot sign cheques or order debit cards.

Please provide Rabobank with the appropriate documents (Individuals) to verify identity.

Title, Given Names, Last Name input fields

Commonly known as / preferred name, Country of Citizenship input fields

Date of Birth, Occupation, Mother's maiden name input fields

Residential/Registered Address, Suburb/Town, Country, State, Postcode input fields

Postal Address, Suburb/Town, Country, State, Postcode input fields

Postal address is the same as above

Telephone (work), Telephone (home), Telephone (mobile), Fax input fields

Email address (mandatory for internet banking) input field

Signature

Signature box with grid pattern

Nominated by Broker / Intermediary

(By signing, I agree to comply with the Terms and Conditions of the account(s) including this application, the Rabobank Internet Banking Terms and Conditions and the Rabobank Visa Debit Card Terms and Conditions (as relevant) and consent to the use of my personal information as outlined in Section I)

Name and Date input fields

Section F Nominated Accounts

A nominated account for credit interest is mandatory for FMDs.

Accounts with other Australian Deposit-taking Institutions to be linked to the account(s) under this Client Number. Restricted Authorised Signatories can only make payments to Nominated Accounts.

Credit -Payments can be made from Rabobank to this account.

The first Credit account listed below will be the default Nominated Credit Account.

Debit -Rabobank can debit funds from this account. Rabobank account owners must be authorised to transact on the Nominated Account.

Nominated Account Details # 1

Credit Account Debit Account Both Credit & Debit Account
 As instructed by signatories to the account, amounts can be transferred by written and verbal communication.
 An amount of [] to open this account.

NOTE: Only one nominated account may be a Debit or a Both Credit & Debit account.

Account name, Account Number input fields

Bank/Financial Institution, Bank/Financial Institution address, BSB No. input fields

Nominated Account Details # 2

Credit Account Debit Account Both Credit & Debit Account

As instructed by signatories to the account, amounts can be transferred by written and verbal communication.

An amount of to open this account.

NOTE: Only **one** nominated account may be a Debit or a Both Credit & Debit account.

Account name

Account Number

| | | | | | | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|

Bank/Financial Institution

Bank/Financial Institution address

BSB No.

| | | | | | | |
|----------------------|----------------------|----------------------|---|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | - | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|----------------------|---|----------------------|----------------------|----------------------|

Direct Debit Request Service Agreement

1. Drawing Requirements

- The details of your drawing arrangements are contained in the Direct Debit Request Form ("DDR").
- The Facility Agreement with Rabobank (the "Facility Agreement") also governs your drawing arrangements.
- Where the due date for payment is not a business day, Rabobank will draw from your nominated financial institution account on the next business day. If you are uncertain as to when the debit will be processed to your account, you should enquire directly with your financial institution.
- If a drawing is dishonoured by your financial institution, Rabobank reserves the right to charge interest and fees in accordance with the Facility Agreement.
- Rabobank reserves the right to cancel drawing arrangements if a drawing is dishonoured by your financial institution, and to arrange with you an alternate payment method.
- You should check your account details on the DDR against a recent statement from your financial institution and, if uncertain, check with that institution.

2. Altering the Drawing Arrangements

- Rabobank will give you at least 14 days' notice in writing if there are changes to the terms of the drawing arrangements.
- Subject to the terms and conditions of the Facility Agreement, you may alter the drawing arrangements. Such advice should be received by us at least 7 working days before the draw date for any of the following:
 - stopping an individual drawing
 - deferring a drawing
 - suspending future drawings
 - altering the DDR Form
 - cancelling the drawings completely.

Such advice must be in writing and addressed to Rabobank Client Services, GPO Box 4577, Sydney NSW 2001. Alternatively, you can contact your financial institution.

3. Our commitment to you

Rabobank will keep information relating to your nominated financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution or determining any dispute relating to a drawing.

4. Your commitment to us

It is your responsibility to:

- Ensure your nominated account can accept direct debits. Direct debiting is not available on the full range of bank accounts. If in doubt you should refer to your financial institution.
- Ensure there are sufficient clear funds available in the nominated account to meet each drawing on the due date.
- Advise us if the nominated account is transferred or closed, or the account details change.
- Ensure that persons authorised on the nominated financial institution account sign the DDR Form.

5. Your rights

Where you consider that a drawing has been initiated incorrectly, you should contact:

Rabobank's Client Services on 1800 025 484 or

GPO Box 4577

Sydney NSW 2001

A response will be provided within 3 working days. If this response does not resolve the issue, you will be given details of our further dispute resolution process.

Alternatively, you can contact your financial institution.

Authorisation by Signatories of Bank Account to be Debited

I/We authorise and request Rabobank Australia Limited (166101), until further notice in writing, to debit the above nominated account with any amounts set out in this application form and all amounts instructed from time to time. I/We have read and agree to the Direct Debit Service Agreement which applies to this direct debit arrangement

Signature

Name

Date

Signature

Name

Date

Section G Minors

Is any account owner or authorised signatory a Minor? Yes No

If any Account Owner or Authorised Signatory is under 18 years of age, the Account Owner(s) fully indemnify Rabobank for any loss it may suffer due to the minor's age. If the minor is the sole Account Owner, a parent or guardian who is 18 years of age or over must sign below and thereby give the same indemnity. If there is no Line of Credit, this indemnity is limited to \$50,000 plus any fees and interest. Any person giving such an indemnity may become liable under that indemnity instead of, or as well as, the minor. Independent legal advice should be sought before giving such an indemnity. Rabobank does not apply the tax free threshold to accounts owned by minors. If you are eligible, you will need to obtain a rebate from the ATO.

| | | | |
|----------------------|-----------------------------------|-------------------------------|--|
| Title | Given names of parent or guardian | Surname of parent or guardian | Date of Birth |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> / <input type="text"/> / <input type="text"/> |

| | | | | |
|---|----------------------|----------------------|----------------------|----------------------|
| Residential/Registered Address (Not PO Box) | Suburb/Town | Country | State | Postcode |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | |
|----------------------|--|
| Full Name of Minor | Date of Birth |
| <input type="text"/> | <input type="text"/> / <input type="text"/> / <input type="text"/> |

| | |
|--|----------------------|
| Signature of parent or guardian: | Date |
| <div style="border: 1px solid black; height: 58px;"></div> | <input type="text"/> |

Section H Adviser Fee Authorisation

If an Adviser/Intermediary has introduced you to the Account you are applying for, an amount of commission based on your daily Account balance may be payable to the Adviser/Intermediary by Rabobank on your behalf (known as the "Adviser Fee").

By signing this application form, you, the Account Owner(s):

1. agree that the Adviser/Intermediary nominated below is to receive the Adviser Fee in relation to your Account with Rabobank; and
2. authorise Rabobank to collect the Adviser Fee by deducting the Adviser Fee from the amounts of interest earned in relation to your Account and paying the Adviser Fee directly to your Adviser/Intermediary on a monthly basis; and
3. agree and acknowledge that the amount nominated below will be applied to the interest earned in relation to your Account and this will form the Adviser Fee. This means that the interest rate applied to your Account will be reduced by the amount nominated below; and
4. authorise the following Adviser/Intermediary to be paid the Adviser Fee in accordance with this payment instruction:

| | |
|-----------------------------|--|
| Adviser / Intermediary Name | Company Name |
| <input type="text"/> | <input type="text"/> |
| Contact Name | Contact Phone No. |
| <input type="text"/> | <input type="text"/> <input type="text"/> <input type="text"/> |

Broker / Intermediary Use Only

| | |
|--|----------------------|
| Broker / Intermediary Stamp | Adviser number |
| <div style="border: 1px solid black; height: 78px;"></div> | <input type="text"/> |
| | Email address |
| | <input type="text"/> |

Section I Privacy Consent and Acknowledgement

A. Privacy Consent

Each person signing this Application form consents to:

1. your information (including personal information) being:
 - a. collected and held by Rabobank Australia Limited ('Rabobank', 'us', 'we') at any time,
 - b. disclosed to other Rabobank Group members and Rabobank's service providers,
 - c. used for any purpose relating to the provision, management or administration of your products, services and relationship with us the purposes referred to in Part B below.
2. Unless we are told otherwise, Rabobank disclosing your information (including personal information) to other Rabobank Group members and associates.
3. Unless we are told otherwise, Rabobank and its members and associates using your information (including personal information) for marketing (including marketing by telephone and electronic means).

Each person can contact us (see "Contact Us" below) if they do not want their information used for marketing purposes.

If all the information we have requested in this Application form or otherwise in connection with this application is not provided, Rabobank

may not be able to provide the account in the manner requested or at all.

B. Privacy Consent and Acknowledgement

Each person signing this Application form agrees that Rabobank may:

1. Disclose and collect information (including personal information) at any time to/from:
 - any named persons (e.g. Applicants, Directors or Company Secretaries of company Applicants, Guarantors or other prospective guarantors) in connection with any application for a Rabobank financial product or service
 - any past, current or potential credit provider or any person or entity who has taken or may take security from you
 - a governmental agency or any body which makes information available to the public
 - your nominated professional adviser(s) and/or intermediary
 - local or overseas external persons or organisations engaged us to help us provide your requested product or service
 - any party pursuant to any domestic or international law or regulation, any court or tribunal or an overseas government instrumentality or regulatory body which has jurisdiction over any member of the Rabobank Group
 - a law enforcement body if reasonably necessary to assist with the enforcement of any law
2. Contact any relevant person to verify any information you provided in or in connection with this Application form.
3. Transfer and disclose your information (including personal information) outside Australia to:
 - a. other members of Rabobank Group for reporting and compliance purposes (including regulatory and legislative requirements of any Group member), the administration and management of your facilities and marketing; and
 - b. entities which provide services required to enable us to supply you with products and services.This includes transfers and disclosures to The Netherlands and New Zealand.
4. Use your information (including personal information) to evaluate our products and services, including research and maintenance, testing and development of our systems and infrastructure.

'members of the Rabobank Group' include:

 - Coöperatieve Rabobank U.A.
 - Rabobank Australia Limited
 - Rabo Equipment Finance Limited
 - Rabo Australia Limited

'associates of the Rabobank Group' include Achmea Schadeverzekeringen N.V.

Our Privacy Policy

Our Privacy Policy sets out in more detail how we collect, handle and use personal information in the course of our business. The Policy also contains information about how you may access and seek correction of the personal information we hold and also about how you may complain to us about a breach of the Australian Privacy Principles under the Privacy Act and how we deal with such a complaint. Our Privacy Policy is available on our website at www.rabobank.com.au.

Contact Us

If you have any questions or concerns about privacy including access to, or correction of your personal information or you do not want your information to be used for marketing, please contact us using the following:

- by email at fm.au.maps@rabobank.com; by phone on 1800 025 484 (MON -FRI 8am - 6pm (Sydney time)); or
- you may contact your local branch to talk to your rural manager <https://www.rabobank.com.au/branch>
- Mail - Write to: Client Services Rabobank GPO Box 4577 Sydney NSW 2001

Section J Consent to Receive Electronic Communications

Each person signing this form consents to Rabobank providing me/us with any information (whether by writing or other means) including but not limited to account statements, notices, receipts and other documents, whether or not such information is required by or under the terms and conditions of a contract, legislation, a government or regulatory body or any relevant industry rules, codes or standards that apply to you by:

1. Electronic communication to your nominated electronic (email) address or any other electronic address notified to Rabobank from time to time; or
2. Making the information available at Rabobank's website www.rabobank.com.au or other electronic address as by Rabobank and notifying you by electronic communication to my/our nominated electronic address (or any other electronic address notified to Rabobank from time to time) that the information is available.

Each person signing this form acknowledges and agrees that I/we:

- will not receive a paper copy of any of the information made available by electronic communication under this consent;
- will need to regularly check to see if I/we have received any electronic communications from Rabobank;
- need to maintain and check my/our electronic equipment and my/our electronic address regularly to ensure it is always capable of receiving electronic communications;
- may be charged a fee for a paper copy of any information made available by electronic communication under this consent which I/we request from Rabobank;
- will be responsible for printing or saving important information made available by electronic communication under this consent;
- will be deemed to have received any information sent to their email address under this consent on the day the relevant electronic communication was sent by Rabobank;
- may at any time, by notice to Rabobank, change my/our email address for the purposes of receiving electronic communications under this consent. I/we also agree to immediately notify Rabobank of any change to my/our email address.

Section K Execution and Declaration (all Applicants must sign this section)

Signing the Application

Individuals: All individuals to sign personally.

Partnership: All partners to sign personally.

Company: Two directors, a director and a company secretary, or the sole director/sole company secretary to sign, Seal is optional. Other Bodies Corporate in accordance with relevant authority. Please note that the Application must be completed in the name(s) of the trustee(s) personally, but may include the name of the trust. Attorney(s): Where the Application form is signed by attorney(s), a certified copy of the original power of attorney must be attached.

Declaration by Applicants

I/We understand that it is an offence to open or operate an account in a false name and that I/we must specify all the names by which I/we are commonly known. If this Application form is signed pursuant to a power of attorney I/we declare that I/we have not received notice of its revocation. I/We undertake to notify Rabobank within 30 days of any change in circumstances that makes any of the information supplied in this form inaccurate or incomplete.

I/We certify that all the information provided in this application and any addendum(s) provided in connection to this application is true and complete, and none of us have ever been declared bankrupt or assigned our estate for the benefit of creditors. **Each of us consents to the matters set out in Section I and Section J of this Application form.**

Signature

Name

Date

Signature

Name

Date

Office Use Only

CRS/FATCA information is reasonable considering the documentation and other information provided in accordance with CRS/FATCA validation checklist.

The below document(s) is/are also attached:

- IDs Certified Trust Deed Trustee Documents Company Search Proof of Partnership (e.g. ABN) FATCA Certification
- Submission document certified as original Cheque Book approved

CIS ID SIC Code **SIC Category** Agriculture-01 Livestock-02 Other

Value Date Quote Number All Up Rate Branch Name Account Manager Name / Code

Source of Funds

Direct Debit

Account Origination

Online Branch CSU

Which bank was the Cheque drawn from? (e.g. Suncorp)

Additional Comments

Bank Officer Name

Date

Bank Officer Signature



Rabobank

May 2017

Farm Management Deposit Transfer Authority

Talk to the world's leading food and agribusiness bank

Rabobank Australia Limited

ABN 50 001 621 129 AFSL 234 700

To contact your nearest branch please call 1300 30 30 33

www.rabobank.com.au

Please note the following:

- Complete this form to transfer an existing FMD from another financial institution to Rabobank.
- The Applicant must complete and sign Section 1 and then provide this form to Rabobank.

I, the applicant authorise the below mentioned financial institution to transfer electronically the balance of my Farm Management Deposit account(s) as detailed below, and provide the Original Start Dates as requested.

Section 1 Details of Existing Farm Management Deposit

Existing Farm Management Deposit details # 1

| | | | |
|------------------------------------|----------------------|---|--|
| Account name | | Bank/Financial Institution | |
| <input type="text"/> | | <input type="text"/> | |
| Bank/Financial Institution address | | BSB No. | |
| <input type="text"/> | | <input type="text"/> - <input type="text"/> | |
| Account Number 1 | Account Number 2 | | |
| <input type="text"/> | <input type="text"/> | | |

Existing Farm Management Deposit details # 2

| | | | |
|------------------------------------|----------------------|---|--|
| Account name | | Bank/Financial Institution | |
| <input type="text"/> | | <input type="text"/> | |
| Bank/Financial Institution address | | BSB No. | |
| <input type="text"/> | | <input type="text"/> - <input type="text"/> | |
| Account Number 1 | Account Number 2 | | |
| <input type="text"/> | <input type="text"/> | | |

Signature of Applicant

| | |
|----------------------|----------------------|
| Name | Date |
| <input type="text"/> | <input type="text"/> |

Section 2 Authorisation

To be completed by an Authorised Officer from the financial institution where the above mentioned FMD is held. Complete and sign Section 2 and transfer electronically the balance of the FMD to Rabobank Australia Ltd, including reference details.

Transfer funds to:

| | | |
|-------------------------|------------------------------------|----------------------|
| Account name | BSB No. | Account Number |
| <input type="text"/> | <input type="text"/> 1 4 2 - 0 0 1 | <input type="text"/> |
| Account Number 1 | Original start date of FMD | Amount |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Account Number 2 | Original start date of FMD | Amount |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Authorised Officer Name | Contact Number | Date |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Please fax the completed form to Rabobank Client Services on 02 8115 1027. Should you have any questions or are unable to comply with this request please call 1800 632 113.

Rabobank Farm Management Deposits **Terms and Conditions**

Effective from 1 March 2020

These terms and conditions apply to Rabobank Variable Farm Management Deposits, Short-term Farm Management Deposits and Long-term Farm Management Deposits ('Terms'). We advise that you read all of the terms when deciding whether to acquire or hold Rabobank Farm Management Deposits.

You must be an individual Primary Producer (with taxable non-primary production income of \$100,000 or less or other amount as amended by legislation from time to time) at the time of making a Farm Management Deposit.

Records

- 1.1 The Applicant, and Owner as applicable, ("the Depositor" or "you") must promptly notify Rabobank of a change to any information held about the Depositor in relation to a Farm Management Deposit ("Deposit").
- 1.2 Account statements, notices, and other communications with you may be sent to you by letter to your nominated postal address, electronically by email to your nominated email address, by notice on our Website or electronically via electronic secure messages.
- 1.3 You may vary your nominated postal or email address by giving notice to Rabobank by contacting the Client Services Unit on 1800 632 113.
- 1.4 Even if we normally provide electronic notices or statements, Rabobank reserves the right to send paper ones instead to your nominated postal address (e.g. if, for any reason, we are not able to provide them electronically or we cancel your election to receive statements or notices electronically because we are unable to deliver emails to your nominated email address).
- 1.5 Service of notices and statements sent by post is taken to be effected, upon the earliest of actual receipt, the day when the addressee would have received the item in the ordinary course of post, or 10 days after posting.

Investment Range

- 2.1 The minimum opening investment is \$1,000.
- 2.2 Investments must be in Australian currency but not in cash.

Confirmation of FMDs

- 3.1 Rabobank will confirm in writing its acceptance of an application and will include details of the date of acceptance, amount invested, interest rate, interest payment frequency and maturity date as applicable.

Authority to Operate

- 4.1 An Authorised Signatory is nominated by, and ceases on receipt of, written instructions delivered to Rabobank by hand, post or electronic means signed by the Depositor. This authority also ceases on death of the Authorised Signatory. However, on receipt of written instructions signed by the Depositor, the Depositor or a properly authorised broker/intermediary may supply to Rabobank a list of persons from time to time, along with their specimen signatures, who will be Authorised Signatories.
- 4.2 An Authorised Signatory may give instructions individually in connection with the Deposit as if they were a Depositor, including:
 - (a) making withdrawals from the Deposit to the Nominated Account;
 - (b) in relation to matured funds to be reinvested in another Deposit or repaid to the Nominated Account;
 - (c) in relation to the reinvestment of Deposit funds into a new Deposit (except that they may not nominate another Authorised Signatory); and
 - (d) in relation to opening a new Deposit with funds from an account held with another financial institution.
- 4.3 The Depositor will be responsible for the Authorised Signatory(ies) receipt of and compliance with the terms and conditions of the Deposit, including the Privacy Consent.

Cleared Funds

- 5.1 Proceeds of cheques are not available until cleared. Clearance usually takes three Business Days.

Instructions

- 6.1 Rabobank may act on telephone instructions in certain circumstances.
- 6.2 Rabobank may monitor or record telephone conversations for verification purposes.
- 6.3 Rabobank may act on electronic instructions in relation to transactions on the account. Rabobank will not be responsible to the Depositors for any loss that you suffer as the result of any delay or loss in transit of any message, letter or document, or the delay, mutilation, omission or other error in the transmission of any facsimile, email, telex or other transmitted message or any error in translation or interpretation of technical terms or arising from any ambiguity in instructions from the Depositor(s), Authorised Signatory(ies) or an Intermediary or in connection with any reliance placed by Rabobank in good faith on such messages or as a result of such message not having been properly authorised by the person by whom it is purported to have been sent.

- 6.4 Rabobank may refuse to act on any instructions which it considers may be invalid or unlawful.
- 6.5 Rabobank may refuse to act on any instructions if it is notified if there is a dispute between Depositors.

Interest

- 7.1 Interest on a FMDs is calculated on the basis of the number of days from and including the date of acceptance or interest payment up to but excluding the date of withdrawal or next interest payment. The interest rates for FMDs are variable and are based on the prevailing bank bill swap rates. Interest rates are tiered which means that a different rate may apply to your FMD, depending on the balance of the deposit. The interest rate applicable to your FMD is the variable rate and is set out in the statement of account. The daily variable rate is the annual variable rate divided by 365. Interest on FMDs is paid on the first day of each calendar month in arrears and credited to the Nominated Account. Interest is calculated by applying the daily variable rate to the daily closing principal balance. Interest calculated from the last interest payment date before final withdrawal will be paid on final withdrawal.
- 7.2 Interest on Short-term FMDs is calculated on the basis of the number of days from and including the date of acceptance or interest payment up to but excluding the date of maturity or withdrawal. The interest rates offered for Short-term FMDs can vary and are based on the prevailing bank bill swap rates. Interest rates are tiered, which means that a different rate may apply to your Short-term FMD depending on the balance of the deposit, however for each term, the interest rate remains fixed for that term to maturity. The interest rate that applies to a Short-term FMD is the rate specified in a confirmation and the daily interest rate is the rate specified divided by 365. Interest on Short-term FMDs is calculated by applying the daily variable rate to the daily closing principal balance. Interest on Short-term FMDs is not compounded and is paid on withdrawal or maturity to the Nominated Account.
- 7.3 Interest on Long-term FMDs is calculated on the basis of the number of days from and including the date of acceptance up to but excluding the date of maturity or withdrawal. The interest rates offered for Long-term FMDs can vary and are based on the prevailing bank bill swap rates. Interest rates are tiered, which means that a different rate may apply to your Long-term FMD depending on the balance of the deposit, and the interest frequency selected, however for each term, the interest rate remains fixed for that term to maturity. The interest rate that applies to a Long-term FMD is the rate specified in a confirmation. Interest on a Long-term FMD is paid in arrears quarterly, half-yearly or yearly as chosen by the Depositor from the date of acceptance. It is paid in equal instalments over the chosen term to the Nominated Account.
- 7.4 Information on current interest rates is available from any Rabobank branch or by calling 1800 632 113 or visit our web site www.rabobank.com
- 7.5 Worked Dollar Example (for illustration only): Long-term FMD of \$10,000 held for 1 year with interest at 5% p.a. will earn \$500 interest.

Withdrawals – Variable FMDs

- 8.1 8.1 Any requests for withdrawal of part or all of a Variable FMD may be accepted by telephone if funds are to be repaid to Nominated
- 8.2 Account. If funds are to be repaid and transferred to an account other than the Nominated Account, any such Request must be in writing.

Maturity – Term FMDs

- 9.1 Prior to maturity, Rabobank will send a written notice, either by letter to your nominated postal address or electronically by email to your nominated email address, requesting instructions as to whether the Depositor seeks reinvestment in another FMD or repayment of the maturing funds.
- 9.2 After receiving an instruction for repayment, the funds will be repaid to the Nominated Account.
- 9.3 If no such instructions are received prior to maturity, the funds will be reinvested in a new Variable FMD, at the then current rate applicable to Variable FMDs, on the same terms and conditions except to the extent determined by Rabobank and will have the same manner of operation.

Early Withdrawal – Term FMDs

- 10.1** When you invest in a Term FMD, you agree to invest a fixed amount for a fixed term at a fixed interest rate. During its term, you must provide us with at least 31 days' notice to withdraw any funds from your Term FMD prior to maturity unless financial hardship applies as defined by Rabobank. On the date of your request for early withdrawal, net accrued interest to date of request, less any break costs, will be paid to your Nominated Account. You will continue to receive interest at the same rate on your principal until the new maturity date at which time the principal and accrued interest for this 31 day period will be paid to your Nominated Account. If you have less than 31 days remaining of the term, the earliest you may access the funds is following maturity unless financial hardship applies as defined by Rabobank.
- 10.2** If you may have a need in the future to immediately withdraw or transfer funds in your Term FMD, other Rabobank deposit products may be more appropriate.
- 10.3** If you reinvest in another Term FMD, you may withdraw or transfer the funds in the new Term FMD without incurring a fee or incurring a reduction in the return at any time during the 7 day grace period after your maturity date of the product or on the following day. If you consent to your Term FMD rolling over at maturity, it may roll over into a Term FMD with a lower interest rate.
- 10.4** If a Depositor wishes to break part or all of a Term FMD prior to maturity, it must provide instructions in writing.
- 10.5** For Term FMDs opened before 1 August 2019, the break cost in clause 10.6 will apply. For all other Term FMDs, we will apply an early withdrawal fee, the amount of which will be equivalent to reducing the interest rate on your Term FMD according to the following calculation:

| % of Term Elapsed at Withdrawal Date | Reduction to interest rate applying to the Term FMD |
|--------------------------------------|---|
| Less than 20% | 80% |
| 20%<40% | 60% |
| 40%<60% | 40% |
| 60%<80% | 20% |
| 80%-100% | 10% |

Example: You have a \$20,000 Term FMD invested for 1 year (365 days) at 2.50%p.a. and you request to withdraw it after 210 days. The interest that has accrued is: $\$20,000 \times 2.50\% \text{p.a.} \times 210 / 365 = \287.67 .

To determine the reduced interest rate to apply we divide the elapsed term of 210 days by the full term of 365 days to get an elapsed term percentage figure of 57.53%. In accordance with the above table, as the term elapsed is between 40-60%, we will apply a 40% reduction to the 2.50%p.a. calculated as follows: $2.50\% \text{p.a.} - (2.50\% \times 40\%) = 1.50\% \text{p.a.}$

Interest calculated using the new reduced interest rate is:
 $\$20,000 \times 210 \text{ days} \times 1.50\% / 365 = \172.60 .

The interest adjustment is therefore: $\$287.67 - \$172.60 = \$115.07$.

No early withdrawal interest adjustment will be applied if you withdraw funds within 7 days after reinvesting your term deposit (i.e. during the grace period)."

- 10.6** For Term FMDs opened before 1 August 2019 (but not including where such Term FMD has been reinvested or rolled over after this date) you must pay a break cost (as determined by us) on the part terminated may be deducted from the interest on the FMD (but not the principal) or otherwise charged to you. Break costs represent the future cashflow losses incurred by Rabobank as a result of interest rate differentials that exist between wholesale market rates applicable to the existing term deposit and current wholesale market rates applicable for the remaining period of the term deposit, adjusted to reflect a net present value. Break costs increase in line with increases in the following: interest rates, the amount withdrawn and the market margin and Rabobank's costs of meeting the early withdrawal. Further information is available on request.
- 10.7** The principal and any interest payable (less any early withdrawal fee or break cost) upon early termination will be repaid by transfer to the Account from which you funded the Term FMD. If we have already paid you periodic interest on your Term FMD to another Account, and the total amount of that interest represents an overpayment to you once any reduced interest rate is applied, we may need to recover this from you.

Death of Depositor

- 11.1** Following the death of a Depositor, a Term/variable FMD will be closed and the funds transferred to a call deposit with no break costs incurred.

Statements of Account

- 12.1** Rabobank will send you a statement of account of your variable FMD every month (standard cycle) or after every withdrawal either by letter to your nominated postal address or electronically by email to your nominated email address.
- 12.2** Rabobank will give confirmations of interest payments for Term FMDs. For Term FMDs issued from 1 July 2019, Rabobank will also give account statements on a quarterly basis.
- 12.3** It is important that the Depositor(s) check the documents described in this clause and notify Rabobank immediately of any errors or unauthorised transactions appearing on them.
- 12.4** You may request a statement to be issued by telephoning the Client Services Team on 1800 632 113. Rabobank may charge a fee for the issue of a photocopy or copy of a statement.
- 12.5** Rabobank is not obliged to provide you with statements of accounts, if after taking reasonable steps to locate you, is unable to do so.

Fees and Charges

- 13.1** Rabobank does not levy account service fees on FMDs. Information on Rabobank's standard fees and charges relating to a FMD can be obtained on request, including by contacting Rabobank freecall on 1800 632 113.
- 13.2** Rabobank reserves the right to pass on, deduct or debit any government fees or charges applicable from time to time. As at the date of this document, there are no government or charges. For further details of current government fees or charges, contact Rabobank freecall on 1800 632 113.
- 13.3** Withholding tax on interest may be payable by non-residents at the time the interest is paid to the non-resident. For residents who do not supply a Tax File Number or Australian Business Number, Rabobank will be required to deduct and remit withholding tax at the highest marginal rate on the interest earned, and on all withdrawals of principal amounts, in respect of your Deposit.

Adviser Fee

- 14.1** Where an Adviser/Intermediary is involved in introducing you to a Rabobank Deposit, and you have agreed to pay your Adviser/ Intermediary a fee based on your Deposit amount and balance (and any subsequent Deposits such as rolled over Term Deposits) (Adviser Fee) and you agree for Rabobank to collect this Adviser Fee from the interest applied to your Deposit, Rabobank may, on your instruction, pay the amount you specify directly to your Adviser/Intermediary on your behalf. If you have nominated your Adviser/Intermediary to be an Authorised Signatory, you authorise Rabobank to disclose details regarding the investment, to the Adviser/ Intermediary. The Adviser Fee payable (if any) is the rate agreed by you to be charged by the Adviser/ Intermediary. The Adviser fee is deducted from the interest paid by Rabobank on the Deposit. Contact your Adviser/Intermediary or Rabobank for details. Rabobank will not pay any amount of Adviser Fee if it is prohibited by any relevant law to do so or if you tell us in writing to cease such payments.

Banking Code of Practice

- 15.1** Rabobank is bound by the Banking Code of Practice as published by the Australian Banking Association. If you are an individual or a small business (as defined in the Banking Code of Practice) at the time we provide you with your Farm Management Deposit Account, the provisions of the Banking Code of Practice apply to that Account.

Variation of Terms and Conditions

- 16.1** We can change these terms and conditions at any time without your agreement where allowable under unfair contract terms or for any one or more of the following reasons:
- to comply with any change or anticipated change in any relevant law, code, guidance, or general banking practice;
 - to reflect any decision, views or guidance of a court, ombudsman or regulator;
 - to reflect a change in technology, or of our systems or procedures;
 - to respond proportionately to changes in the cost of providing the Account (including by changing or imposing new fees);
 - as a result of changed circumstances relating to the account (e.g. changes in technology, or to our systems procedures), including where it becomes impractical for us to continue without the change;
 - to address security issues; or
 - to correct errors or to make them simpler or clearer.

16.2 We can change these terms and conditions or the variable interest rates applicable to your account, by giving you written notice or by advertising in the national media, no later than the date of the change. Apart from changes to interest rates, if we believe a change is unfavourable to you, then we will give you prior notice of at least 30 days. In certain limited circumstances described in the Banking Code of Practice, we may give you a shorter period, or no notice period, of an unfavourable change.

Processing of Transactions

17.1 Where a transaction date is not a Business Day, the transaction may be processed on the preceding or next Business Day.

Questions and Complaints

18.1 If you have a query or complaint, please contact Rabobank by calling our Client Services Unit on 1800 632 113, or by contacting or visiting one of our branches. Further information about our dispute resolution processes can also be found in our Complaints Handling Brochure, available on our Website, our branches or by calling us.

General Conditions

- 19.1 Rabobank may require you and any Authorised Signatories to satisfy Rabobank as to your and their identity.
- 19.2 You agree that Rabobank will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of our refusal to authorise any transaction, where Rabobank has the right to so refuse.
- 19.3 Rabobank is not liable to you for any loss, cost or damage you suffer arising from:
- (a) the conduct or failure of any party Rabobank may use to provide or help to provide any of the services in connection with the FMD; or
 - (b) any act, event or circumstance which is beyond Rabobank's reasonable control, or which does not involve negligence or fraud on its part.

Anti-Money Laundering and Applicable Regulations

- 20.1 You acknowledge that Rabobank may delay, intercept, block or refuse to make a payment if Rabobank believes on reasonable grounds that making a payment may breach any law in Australia or any other country, and Rabobank will not incur any liability if it does so.
- 20.2 You agree, at the opening of an Account and at any time during the lifetime of an Account, to provide to us any documentation and information we request from time to time in order for us to undertake any action to comply with any Applicable Regulation, including on behalf of another member of the Rabobank Group. You also agree to such documentation and information provided to us being disclosed to any other person or body to enable it to be reported and used in compliance with the relevant Applicable Regulation.
- 20.3 You declare and undertake to Rabobank that the payment of monies in accordance with your instructions by us will not breach any laws in Australia or any other country.
- 20.4 If you do not provide us with the required information we may be prevented by any Anti-Money Laundering or other laws in Australia or in any other country, from providing you with Rabobank's banking services.

Account Consolidation

- 21.1 Rabobank may combine two or more existing eligible Deposits at the request of the client. To be eligible for consolidation, the Deposits must, immediately before the consolidation occurs, have:
- (i) held each of the Deposits for at least 12 months; and
 - (ii) claimed a tax deduction for that amount of the existing Deposit that has been requested to be consolidated.
- If multiple Deposits are consolidated into a new Deposit, you will be entering into a new agreement with Rabobank and a separate FMD Consolidation Form must be completed.

Closure of the Deposit

- 22.1 Rabobank will, at your request either by phone or in writing, close a Deposit that is in credit. You must pay amounts you owe us under the Deposit including any costs relating to early withdrawal if they apply.
- 22.2 Rabobank has the right to close, or block access to, any account if:
- (i) it is no longer lawfully possible for us to provide an account to you;
 - (ii) we have ceased to offer the relevant deposit product;
 - (iii) we consider that you have committed a material breach of the terms and conditions;

- (iv) we consider that your account is 'inactive' i.e. you have not made a deposit into, or withdrawal from, the account within the previous 12 months, and the balance is less than \$1,000;
- (v) we have assessed you as being a recalcitrant account holder (including if you are 'recalcitrant' within the meaning of any Applicable Regulations);
- (vi) we consider it necessary for security reasons or we reasonably suspect fraudulent use or access to the account;
- (vii) you are involved in or convicted of criminal activity and we, in our reasonable opinion, consider such an involvement or conviction may adversely impact Rabobank's reputation; or
- (viii) we consider it necessary, in our reasonable opinion, in order to protect our legitimate business interests.

Rabobank may otherwise in its reasonable discretion, close a Deposit by giving the Depositor a minimum of 30 days' notice in writing.

- 22.3 If we close an account of yours that is in credit, we will give you reasonable notice and, unless we are prohibited from doing so, pay you the amount of the credit balance. If an account has an overdrawn or debit balance you must pay to us the amount of that debit balance.
- 22.4 Upon closure, Rabobank will pay the proceeds of the FMD to the Nominated Account or in accordance with the Depositor's written instructions (where feasible).

Financial Claims Scheme

23.1 You may be entitled to payment under the Federal Government's Financial Claims Scheme (FCS) which provides a free guarantee of deposits up to and including \$250,000. Payments under the FCS are subject to a limit of \$250,000 per Depositor, per Authorised Deposit taking Institution. When considering such a limit as it applies to you, you should take into consideration all accounts which you may hold with Rabobank Australia Limited. Information about the FCS can be obtained from www.fcs.gov.au

Charge

24.1 You must not create or agree to create a charge or other encumbrance or security interest over your Rabobank Farm Management Deposit as security for an amount payable by you or any other person to Rabobank or to any other person.

Consent to Receive Electronic Communications

- 25.1 You agree that any information (whether by writing or other means) including but not limited to account statements, notices, receipts and other documents, whether or not such information is required by or under these terms and conditions, legislation, a government or regulatory body or any relevant industry rules, codes or standards that apply by:
- Electronic communication to your electronic (email) address or any other electronic address you notify to us from time to time; or
 - Making the information available at our Website for retrieval by you and notifying you by electronic communication to your electronic address (or any other electronic address you notify us from time to time that the information is available for retrieval (and the nature of the information) and providing you with the ability readily to retrieve the information by electronic communication (for example by providing a link to the relevant information on our website).
- 25.2 You acknowledge and agree:
- You will not receive a paper copy of any of the information made available by electronic communication under this clause.
 - You will need to regularly check to see if you have received any electronic communications from Rabobank.
 - You will need to maintain and check your electronic equipment and your electronic address regularly to ensure it is always capable of receiving an electronic communication.
 - You may be charged a fee for a paper copy of any information made available by electronic communication under this clause which you request from Rabobank.
 - You will be responsible for printing or saving important information made available by electronic communication under this clause.
- 25.3 You agree that any information sent by electronic communication under this clause will be deemed to have been received by you on the day it is sent by us.
- 25.4 You may at any time by notice to Rabobank change your electronic address. If you change your electronic address, you agree that you will immediately notify Rabobank of this change.

Statements to be read by Depositors

Authorised deposit taking institution

Rabobank is the FMD provider issuing this application form and is an authorised deposit taking institution for the purposes of the *Banking Act 1959*.

Purpose of Farm Management Deposits scheme

The farm management deposits scheme is designed to allow individuals carrying on a primary production business in Australia, with taxable non primary production income, to shift before tax income from years when they need it least to years when it is most needed. The scheme helps those individuals to manage their exposure to adverse economic events and seasonal fluctuations.

Eligibility criteria apply to individuals carrying on a primary production business in Australia under the scheme.

Note Primary production business and carrying on a primary production business are explained in subsection 995-1 (1) of the 1997 Act.

Tax consequences for Farm Management Deposits

The scheme allows individuals carrying on a primary production business in Australia to deduct the amount of any farm management deposit they own from their assessable income for the income year in which the deposit is made. However, the amount of the deductions cannot exceed the owner's taxable primary production income for the income year.

Under the Pay As You Go system, owners may reduce their instalment income for an instalment period by the amount of farm management deposits made during that period. The reduction is limited to the amount that the owners can reasonably expect to deduct for the deposit for the income year in which the deposit is made. However, the instalment income for the period cannot be reduced below nil.

When a farm management deposit is repaid to an owner in an instalment period, the instalment income of the period will include the amount of the repayment. But the owner's instalment income will only include so much of the repayment as will be included in the owner's assessable income for the income year in which the repayment is made.

If neither the owner's tax file number nor Australian Business Number has been quoted to the FMD provider that holds the deposit, the amount repaid will also be subject to withholding at a rate equal to the sum of the top marginal tax rate and the Medicare levy.

Important requirements for Farm Management Deposits

Some of the requirements for farm management deposits are summarised below. There are also other requirements set out in the 1997 Act. A breach of some of the requirements will result in the deposit not being treated as a farm management deposit, and the tax benefits will be lost.

- The owner must be an individual who is carrying on a primary production business in Australia when the deposit is made.
- The deposit must be made by only one individual and on behalf of only one individual.
- Rights of the depositor are not, and must not be, transferable to another entity.
- The deposit must not be used as security for any amount owed to the FMD provider or any other entity by the depositor or any other entity.
- Interest or other earnings on the deposit must not be invested as a farm management deposit with the FMD provider without having first been paid to the depositor.
- If the depositor requests in writing, the FMD provider must electronically transfer the deposit, or part of the deposit, to another FMD provider that agrees to accept it as a farm management deposit.
- The FMD provider must not deduct any fees from the principal of a farm management deposit. However, it may charge fees on the deposit.

Repayment of Farm Management Deposits

The tax benefits are not retained for deposit amounts repaid within the first 12 months after the deposit was made, unless the repayment is made:

- (a) in exceptional circumstances, and the deposit was made before the declaration of exceptional circumstances; or
- (b) because the owner:
 - (i) dies; or
 - (ii) becomes bankrupt; or
 - (iii) ceases to carry on a primary production business in Australia and does not start carrying on such a business again within 120 days; or
 - (iv) has requested the deposit, or part of the deposit, to be transferred to another FMD provider; or
- (c) because the following circumstances relating to repayment in the event of a natural disaster, exist, namely:
 - (i) Recovery assistance has been provided:

- as a Category C measure, as defined in the Natural Disaster Relief and Recovery Arrangements determined by the Attorney-General on 21 March 2011; and
- in the form of a recovery grant for a primary producer, as described in those Arrangements.
 - (i) The recovery assistance was first provided during the 12 month period after the farm management deposit was made.
 - (ii) The farm management deposit was repaid after the recovery assistance was first provided.

Additional information

- The minimum deposit threshold is [\$1,000]
- The maximum deposit limit is [\$800,000]
- An individual can own more than one farm management deposit, and can own farm management deposits with different FMD providers, but the sum of the balances of all of the farm management deposits of an owner must not be more than the maximum deposit limit.
- The amount of any repayment of the deposit must be at least [\$1,000], except where the entire amount of the deposit is repaid.
- The taxable non primary production income for the year of income must not exceed [\$100,000]
- If the depositor has provided neither the depositor's tax file number nor the depositor's Australian Business Number, any repayment will be subject to the withholding rate, which is the sum of:
 - the top marginal tax rate for the income year in the year of deposit [currently 45%]; and
 - the Medicare levy [currently 2%].

Statements to be read by Depositors

The terms and conditions in this brochure do not represent all the terms and conditions with regard to Rabobank FMDs, as additional terms and conditions are imposed by the *Income Tax Assessment Act 1997*.

Definitions

"Applicable Regulations" means all laws, rules, regulations and other legal requirement(s) in force from time to time in Australia and in any jurisdiction worldwide which apply to a member of the Rabobank Group. These include, without limitation, FATCA and anti money laundering legislation.

"Business Day" means a day which is not a Saturday or Sunday, or a public or bank holiday in New South Wales.

"Depositor" means the Applicant who is making the FMD deposit who may or may not necessarily be the "Owner" of the FMD deposit.

"FATCA" means the United States' Foreign Account Tax Compliance Act.

"FMD" means a Farm Management Deposit.

"Long-term FMD" means a FMD with a fixed term of between 1 year and 2 years and a fixed interest rate for the term if held to maturity.

"Nominated Account" means the account you have specified in writing to be the account to which interest on all of your FMDs is to be paid, and the account nominated cannot be a FMD account.

"Owner" has the meaning given by section 393 25 of the *Income Tax Assessment Act 1997* (Act), and is:

- an individual who carries on in Australia a primary production business otherwise than as a trustee of a trust estate; or
- a partner (not being a company) in a partnership that carries on in Australia a primary production business; or
- a beneficiary (not being a company) who is presently entitled to a share of the income of a trust estate where the trustee carries on in Australia a primary production business.

"Primary production business" has the meaning given by subsection 995- 1(1) of the *Income Tax Assessment Act 1997*.

"Rabobank" means Rabobank Australia Limited ABN 50 001 621 129 AFSL 234 700.

"Rabobank Group" includes Coöperatieve Rabobank U.A. and its related entities.

"Short-term FMD" means a FMD with a fixed term of between 1 month and 11 months and a fixed interest rate for the term if held to maturity.

"Variable FMD" means a FMD that has no fixed term and has a variable.

"Website" means the Rabobank website www.rabobank.com.au

Rabobank Australia Group Head Office

Darling Park Tower 3
Level 16
201 Sussex Street
Sydney NSW 2000
Phone 02 8115 4000

Financial Services Guide

From the world's leading food and agribusiness bank

August 2019

This Financial Services Guide ("FSG") is intended to assist you in deciding whether to use any of the financial services we can provide to you. It provides information regarding certain basic matters including our charges, the products and services provided by Rabobank, and what you can do if you have a complaint about our services.

You should also be aware that you may be entitled to receive a Statement of Advice ("SoA") where we provide you with personal advice. This will contain the advice, the basis on which it is given and information about fees and any relationships that may have influenced the advice. You will not receive a SoA where the product provided is a Basic Deposit Product.

A Product Disclosure Statement ("PDS") will be provided to you when Rabobank offers to issue a product to you or issues a product to you (other than a basic deposit product). A PDS contains information about the product including: the Terms and Conditions; risks associated with the product and the costs, fees, charges associated with the product.

When Rabobank offers to issue a basic deposit product to you or issues a basic deposit to you, it will provide you with the Terms and Conditions / Conditions of Use, fees, charges and costs associated with the basic deposit product.

Provider of the services

The services are provided by:

Rabobank Australia Limited ("Rabobank") Darling Park Tower 3
201 Sussex Street, Sydney NSW 2000

Phone: 1300 30 30 33

Website: www.rabobank.com.au

Rabobank Australia Limited holds Australian Financial Services Licence ("AFSL") Number 234 700.

Products and services that Rabobank is licensed to provide

Under its AFSL, Rabobank is authorised to

- provide financial product advice in
 - deposit and payment products including:
 - basic deposit products
 - deposit products other than basic deposit products
 - non-cash payment products
 - derivatives; and
 - foreign exchange contracts.
- deal in
 - deposit and payment products including:
 - basic deposit products
 - deposit products other than basic deposit products
 - non-cash payment products
 - derivatives;
 - foreign exchange contracts; and
 - securities.
- make a market for
 - foreign exchange contracts and
 - derivatives

Products and services provided by Rabobank

Rabobank provides

- Cash Management Accounts
- Call Deposits
- Term Deposits
- Farm Management Deposits

- Online Savings products, including:
 - High Interest Savings accounts;
 - PremiumSaver accounts;
 - Notice Saver accounts; and
 - Term Deposits
- Structured Deposits
- Derivatives including
 - Over the Counter Agricultural Commodity Derivatives
 - Foreign Exchange Contracts.

In providing these services, Rabobank is the issuer of the products.

Rabobank is also a co-issuer of Debt securities available only to wholesale investors.

In addition to products and services provided under the AFSL, Rabobank provides:

- Line of Credit Facility
- Seasonal finance
- Term Loan (SMSF)

In providing services relating to Derivatives, we only provide advice regarding the products available and the costs of entering into these contracts. We do not obtain full personal information and the advice provided is therefore limited in scope and we are not able to provide advice regarding a full range of products that may be applicable to your circumstances.

Each of our products and services have their own rules around how you can give us instructions. For Rabobank Online Savings products, instructions can be given through our internet banking services. For our other products, instructions can generally be given by telephone or in writing.

Rabobank may, as a mere referrer, refer you to Achmea Australia for general insurance products and can provide you with the relevant contact details of the relevant product issuer.

Remuneration and Commissions

Rabobank may charge fees for services provided. Details regarding the calculation of fees are included in Product Disclosure Statements or Terms and Conditions / Conditions of Use and any Fee Schedules associated with the product.

In issuing Over the Counter derivatives and foreign exchange products, Rabobank receives a benefit from the margin, being the amount above the cost of sourcing the product.

Rabobank employees are remunerated by annual salary. Employees may be entitled to receive an annual bonus, which may depend on the overall performance of the Rabobank

Australia Group. Whether employees receive such a benefit will depend on a number of performance related factors. It is not possible to determine at any given time whether or not an employee will receive such a benefit or to quantify the amount. The amount is not directly attributable to any particular product.

Rabobank has referral agreements in place with third parties and may pay remuneration (including commission) or other benefits to those third parties. Remuneration may be in the form of a commission of up to 1.00%p.a. of the value of referred investments.

Achmea Australia

Where Rabobank acts as mere referrer and refers you to Achmea Australia for general insurance advice and services, and you choose to take out cover with Achmea Australia, your arrangement will be with Achmea Australia directly and not Rabobank. The Product Disclosure Statement(s) for Achmea Australia insurance products are available from Achmea Australia at www.achmea.com.au or by calling 1800 724 214.

Information Rabobank maintains

We maintain copies of any correspondence with you in relation to advice and information provided regarding transacting in futures and options. If you wish to examine this information, you should contact us and we will make arrangements for you to do so.

We are committed to implementing and promoting a privacy policy which will ensure the privacy of any personal information we may obtain from you. A copy of our privacy policy is available at our website www.rabobank.com.au.

Providing instructions to Rabobank

Each of our products and services have their own rules around how you can give us instructions. For Rabobank Online Savings products, instructions can be given through our internet banking services. For our other products, instructions can generally be given by telephone or in writing.

Where we provide an execution-related telephone advice, you may request a record of the advice provided where you have not already received such a record. A request for a record can be made to your contact at Rabobank.

If you have a complaint

Rabobank has established procedures to ensure complaints are resolved in a timely manner. We have a number of different options you can use.

Contact our Client Services Unit

Our Client Services specialists will endeavour to resolve your complaint promptly. Where they are unable to, the matter will be escalated until resolved. You can contact them by :

- **Phone:** Call our Client Services Unit anytime between 8 am and 6 pm (Sydney Time), Monday to Friday on freecall 1800 025 484. For Rabobank Online Savings products, you can call anytime between 8am and 7pm (Sydney Time), Monday to Friday on freecall 1800 445 445.
- **Fax:** The above details to 02 8115 1016
- **Email:** Send an email to clientservicesAU@rabobank.com including your name, address and contact details as well as your complaint and what action you have taken.
- **Mail:** Write a letter including the above details and send it to
Client Services Manager
Rabobank
GPO Box 4577, Sydney NSW 2001

For security reasons PLEASE DO NOT provide any confidential or account specific information via email. Communications via email that are not encrypted are not secure.

Call or visit your local branch

Speak directly to your rural manager or contact your local Rabobank branch (phone 1300 30 30 33 to speak with your nearest branch). Often a discussion with a staff member who is familiar with your account history can provide a quick resolution.

If you are still not satisfied or if you are not comfortable raising your concerns with your rural manager, you can ask to speak to a regional manager.

How your complaint will be handled

For matters that can't be resolved immediately, we aim to provide you with a resolution within 21 days of the day you raise the matter with us or that we need more time. If we need more time, we may take up to 45 days to provide you with a resolution. In some exceptional circumstances, we may take more than 45 days but, in these circumstances, we will inform you of the reasons for the delay, provide you with monthly updates and specify a date by which we will provide you with a resolution.

What you can do if you are still not happy

If, after the above process, you are not satisfied with the resolution offered, you have the option to:

- have your complaint either reviewed by the Rabobank Customer Advocate; or
- access our external dispute resolution service, the Australian Financial Complaints Authority (AFCA).

The Rabobank Customer Advocate

The Rabobank Customer Advocate can be contacted by:

- Our website: www.rabobank.com.au/contact-us/
- Email: customer.advocate@rabobank.com

The Rabobank Customer Advocate reports directly to the Chief Executive Officer. One of the roles of the Customer Advocate is to provide an independent avenue of review in relation to the outcome of your complaint.

The Customer Advocate operates independently from our day-to-day operations to review complaints, improve our resolution process, and to provide you with a fair outcome.

If you choose to discuss your complaint with the Rabobank Customer Advocate, this will not affect your right to subsequently refer your complaint to AFCA.

However, time limits may apply to complaints to AFCA so you should act promptly or consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

The Australian Financial Complaints Authority (AFCA)

AFCA provides a free and independent service to resolve complaints by consumers and small businesses about financial services firms where that complaint falls within AFCA's terms of reference. Decisions made by AFCA can be binding on the bank.

You can contact AFCA by:

The AFCA website: www.afca.org.au

Phone: 1800 931 678

For more information, please refer to the AFCA's brochure 'How to Resolve your Dispute' from the AFCA website or request a copy of this brochure from a Rabobank staff member.