



Rabobank

March 2026

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

Open a new Deposit / Account

Request Account Owner Internet Banking and Card access for an existing account

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.

Please read all of the FMD terms within the Rabobank Deposit Accounts Terms and Conditions (see clauses 32 and 33) when deciding whether to open or hold a Rabobank FMD account. Please also read the statements at clause 33, titled, 'Statements to be read by Farm Management Depositors', as we are required under applicable tax legislation and regulations to provide these statements to you.

In considering your eligibility for tax benefits which may arise from your deposit, you may wish to refer to the ATO's webpage on FMD and FMD schemes (<https://www.ato.gov.au/Business/Primary-producers/In-detail/Farm-management-deposits-scheme/>), as well as Division 393 of the Income Tax Assessment Act 1997 (Cth) and Division 393 of the Income Tax Assessment 1997 Act (Cth) Regulations 2021.

Please note that in order to hold a FMD account you must:

- be an individual;
- be carrying on a primary production business in Australia when you make a deposit;
- have no more than \$100,000 (or another amount as amended by legislation from time to time) in taxable non-primary production income in the income year you make the deposit;
- hold no more than \$800,000 (or another amount as amended by legislation from time to time) in total in FMDs across all financial institutions.

We also recommend that you seek independent tax advice on your eligibility for tax benefits which may arise as a result of your deposit.

Farm Management Deposit

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

New FMD Details # 1

<input type="checkbox"/> Variable FMD details	Amount	<input type="text"/>
<input type="checkbox"/> Term FMD details	Amount	Term <input type="text"/>
Interest frequency - For Term FMDs of 1 year or more		
<input type="checkbox"/> Quarterly <input type="checkbox"/> 6 monthly <input type="checkbox"/> Annually		

If an interest rate frequency is not selected, we will apply a default interest payment frequency of annual interest.

New FMD Details # 2

<input type="checkbox"/> Variable FMD details	Amount	<input type="text"/>
<input type="checkbox"/> Term FMD details	Amount	Term <input type="text"/>
Interest frequency - For Term FMDs of 1 year or more		
<input type="checkbox"/> Quarterly <input type="checkbox"/> 6 monthly <input type="checkbox"/> Annually		

If an interest rate frequency is not selected, we will apply a default interest payment frequency of annual interest.

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

Existing Farm Management Deposit details # 1

Account name	<input type="text"/>	Bank/Financial Institution	<input type="text"/>
Bank/Financial Institution address	<input type="text"/>	BSB No.	<input type="text"/> - <input type="text"/>
Account Number 1	<input type="text"/>	Account Number 2	<input type="text"/>
Account Number 3	<input type="text"/>	Account Number 4	<input type="text"/>

Terms and Conditions

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

[Rabobank Deposit Accounts Terms and Conditions](#)

[Important information about accessing Term Deposit/ Term Farm Management Deposit \(FMD\) funds](#)

[Rabobank Internet Banking Conditions of Use](#)

[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/corporate/legal/>"

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) |

Are you and the joint account holder involved in the residential or commercial property sector via the following activities?

- Project development
- Financing of investment properties or development projects
- Invest properties.

Yes No

Note: agricultural leasing is not considered to be commercial property if it is used for agricultural purposes.

If Yes,
Is Rabobank involved in the commercial property activities (either directly or indirectly through Source of funds), through providing finance, receiving rental income, receiving dividend payments or receiving proceeds of house sales through commercial property investment turnover?

Yes No

If Yes,
Are the value of these activities greater than greater than \$2.4 million AUD?

Yes No If Yes - Please complete the Commercial Property questionnaire – Individual.

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 \$50mIn AND / OR employ more than 250 people? Yes No

Please select the appropriate number of full time equivalent employees within your business

Please select the appropriate annual turnover in AUD for the last financial year

Nature and purpose of your relationship with Rabobank (all the questions below are mandatory)

What is the main purpose of your savings account?
(E.g. Emergencies, purchase property)

- Private Superannuation Personal Savings Business Savings Working Capital Security Tax Payments
 Agricultural purposes

Describe how you intend to use the account

How often do you expect to make deposits to your Rabobank account? Daily Weekly Monthly Annually Occasionally

What will be the likely amount per year? \$0 - 200k \$ >200k - 1 million \$ >1 million - 5 million \$ > 5 million

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 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 Restricted Signatory Internet Banking Only (RIBS delegated users)

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

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

Title	Given Names (no initials or abbreviations)	Last Name		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Commonly known as / preferred name		Country of Citizenship		
<input type="text"/>		<input type="text"/>		
Date of Birth (mandatory)	Occupation	Mother's maiden name (mandatory)		
<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"/>
Postal Address	Suburb/Town	Country	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Postal address is the same as above				
Telephone (work)	Telephone (home)	Telephone (mobile)	Fax	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Email address (mandatory for internet banking)				
<input type="text"/>				
<input type="checkbox"/> Identification Check				

Identification Check

Why We Verify Your Identity

Rabobank Australia Limited must comply with laws like the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to help prevent fraud, crime and terrorism. To comply with these laws, and offer you financial products and services, we need to verify your identity. One way we do this is by using the Australian Government's Document Verification Service (DVS). This service checks the personal details you provide us (such as name, address, date of birth and the government identification number) against the original record. To complete this DVS check, the data may be shared with third-party systems and services (e.g. Equifax). For information about how the DVS works visit IDMatch.

Our Privacy Policy and Complaints

The Privacy page on our website at www.rabobank.com.au/privacy sets out in more detail how we collect, handle and use personal data in the course of our business. The policy also contains information about your individual rights such as access to and correction of the personal data we hold and also about how you may complain to us or the Office of the Information Commissioner about a breach of your privacy (in relation to our use of the DVS or otherwise) and how we deal with such a complaint.

Please select one of the following options:

- I consent to the information being checked with the document issuer or official record holder via third-party systems for the purpose of confirming my identity and I confirm that I am authorised to provide the personal details presented.

We will verify your identity online, please provide us with one or more of the below Australian identification documents:

- Australian Driver Licence
- Australian Passport

Australian Driver licence details

Issuing state

Licence number

Card number

Expiry date
 / /

Australian Passport Details

Australia passport number

Identification Check

Identification Check

Why We Verify Your Identity

Rabobank Australia Limited must comply with laws like the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to help prevent fraud, crime and terrorism. To comply with these laws, and offer you financial products and services, we need to verify your identity.

One way we do this is by using the Australian Government's Document Verification Service (DVS). This service checks the personal details you provide us (such as name, address, date of birth and the government identification number) against the original record. To complete this DVS check, the data may be shared with third-party systems and services (e.g. Equifax). For information about how the DVS works visit IDMatch.

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Please select one of the following options:

I consent to the information being checked with the document issuer or official record holder via third-party systems for the purpose of confirming my identity and I confirm that I am authorised to provide the personal details presented.

We will verify your identity online, please provide us with one or more of the below Australian identification documents:

Australian Driver Licence

Australian Passport

Australian Driver licence details

Issuing state

Licence number

Card number

Expiry date

 / /

Australian Passport Details

Australia passport number

Date of issue

 / /

Expiry date

 / /

Has this passport been issued in Australia? Yes No

Country of Issue

To continue you must provide consent to verify your identity

I confirm that the information provided is complete and accurate, and it matches my legal documentation.

I decline to consent to Rabobank using my personal data for identity verification via the DVS and will follow the process to provide Rabobank with certified copies of my identification documentation.

This may delay your application

You will need to provide certified copies of your identification documents, please refer to the Identity Verification Checklist available [here](#). We will email you further instructions on submission of this application.

Internet Banking (For Term / Call Deposits and FMD products, Internet Banking access is view only)

Do you require Internet Banking Access? Yes No Internet Banking Access Level: Full Access Delegated User

NOTE: Full Access (access to all accounts linked to Internet Banking and the ability to make payments without restriction in accordance with signing rules). Delegated User (access limited by restrictions as determined by any Full Access user).

Do you have an existing token number? Yes No Please provide your Token Number:

Signature

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 H)

Name Date

Section F Nominated Accounts

A nominated account for credit interest is mandatory for a Farm Management Deposit Account.

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.

NOTE: Rabobank no longer accepts funds received via cheque or direct credit to open Farm Management Deposit Accounts. Rabobank will only open a Farm Management Deposit Account with funds received via direct debit.

Nominated Account Details # 1

- Credit 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 Credit or a Both Credit & Debit account.

Account name Account Number

Bank/Financial Institution Bank/Financial Institution address BSB No.

Nominated Account Details # 2

- Credit 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 Credit or a Both Credit & Debit account.

Account name Account Number

Bank/Financial Institution Bank/Financial Institution address BSB No.

Direct Debit Request Service Agreement

1. Drawing Requirements

- a) The details of your drawing arrangements are contained below.
- b) The Facility Agreement with Rabobank (the "Facility Agreement") also governs your drawing arrangements.
- c) 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.
- d) If a drawing is dishonoured by your financial institution, Rabobank reserves the right to charge interest and fees in accordance with the Facility Agreement.
- e) 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.
- f) 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

- a) Rabobank will give you at least 30 days' notice in writing if there are changes to the terms of the drawing arrangements.
- b) 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:

- a) Provide us with your nominated account details and 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.
- b) Ensure there are sufficient clear funds available in the nominated account to meet each drawing on the due date.
- c) Advise us if the nominated account is transferred or closed, or the account details change.
- d) 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 116 319 or
GPO Box 4577
Sydney NSW 2001

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 style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Residential/Registered Address (Not PO Box)		Suburb/Town	Country
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
		State	Postcode
		<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Full Name of Minor	Date of Birth
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Signature of parent or guardian:	Date
<div style="border: 1px solid #ccc; height: 40px; width: 100%;"></div>	<input style="width: 100%;" type="text"/>

Section H Privacy Notice and Acknowledgement

By signing the Execution and Declaration section of this form, you understand and acknowledge that Rabobank Australia Group ('Rabobank', 'we', 'us'), being:

- Coöperatieve Rabobank U.A. (Australia Branch) (ABN 70 003 917 655)

- Rabobank Australia Limited (ABN 50 001 621 129)
- Rabo Australia Limited (ABN 39 060 452 217)
- Rabo Equipment Finance Limited (ABN 37 072 771 147)
- Soft Commodity Trading Pty Limited (ABN 45 085 595 562)
- GrainCorp Pools Pty Limited (ABN 45 095 759 890)

will collect, use, hold, and disclose your personal data provided in this Application form, and at any time during our relationship with you, for purposes reasonably necessary for one or more of our functions or activities. We process your personal data in this way so that we may enter into an agreement with you and perform our agreement with you on an ongoing basis, and to comply with our legal obligations.

Our Privacy page

The Privacy page on our website at www.rabobank.com.au contains our Privacy Policy. This Policy sets out in more detail how we collect, handle and use personal data in the course of our business. The Policy also contains information about your individual rights such as access to and correction of the personal data we hold and also about how you may complain to us or the Office of the Information Commissioner about a breach of your privacy and how we deal with such a complaint.

Business purposes for processing your personal data

- To enter into a business relationship with you; to perform our agreement with you and carry out your instructions
Your personal data is required for purposes related to the provision, management or administration of your products, services, and relationship with us.
- To help develop and improve products and services
Rabobank may use your data (including personal data) to evaluate our products and services, maintenance, testing and development of our systems and infrastructure. Personal data may be used to conduct research associated with this purpose. The results of research relate to groups of clients, and never an individual client (this is known as aggregate data).
- Compliance with laws
Your personal data may be shared in order to comply with applicable laws such as the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), and the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1). This ensures your security and integrity as well as the security and integrity of the bank and the financial sector.

We therefore require personal data to carry out the above purposes, if all the data we have requested in this Application form or otherwise in connection with this application, as well as throughout our ongoing relationship with you, is not provided, we may not be able to provide the financial product or service in the manner requested or at all.

- For account management, promotional and marketing purposes
By signing this Application form, you consent and have a reasonable expectation that we may use your data to inform you about our products or services, events and research that might be of interest to you. We will not share your information with a third party in this context, unless we ask you and you give us permission. We may disclose your personal data to other Rabobank Group members to use your data (including personal data) for marketing purposes (including marketing by telephone and electronic means).

You can withdraw your consent at any time. This means that at a later date, you decide that you no longer want your data to be used for direct marketing, you can:

- choose opt-out using the method provided in the marketing communication you receive from us (e.g. using the "unsubscribe feature" in our marketing emails);
- visit our Individual Rights portal; or
- email us on fm.au.maps@rabobank.com if you wish to stop or change the channel in which we contact you.

It may take up to 5 business days, after we receive your message to opt-out, for us to remove your consent. You may receive further marketing communications in this time.

Please note that, from time to time, we may be legally obligated to contact you even if you have opted out of receiving direct marketing messages. These are known as services messages, which you may be entitled to receive depending on your relationship with us.

We will collect further personal data from, and disclose the your personal data to, third parties

Rabobank may disclose and collect data (including personal data) at any time to/from:

- any named persons (e.g. Applicants, Ultimate beneficial owners, Directors or Company Secretaries of company Applicants and authorised signatories) in connection with any application for a Rabobank financial product or service;
- any third parties that assist us with identity verification, such as Equifax;
- a governmental agency or any body which makes information available to the public;
- your authorised professional adviser(s) and/or intermediary (e.g. Accountant, solicitor, financial counsellor etc.);
- local or overseas external persons or organisations engaged by 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; and
- a law enforcement body if reasonably necessary to assist with the enforcement of any law.

Overseas disclosure of your personal data

Rabobank may transfer and disclose your data (including personal data) outside Australia to:

- other members of the Rabobank Group for reporting and compliance purposes (including regulatory and legislative requirements of any Group member), the administration and management of your facilities; and
- to third parties located overseas which provide us with services required for us to supply products and services.

Countries to which your personal data may be disclosed are The Netherlands, the United Kingdom, Belgium, Luxembourg, Singapore, Hong Kong, the United States, New Zealand and Canada.

Contact Us

If you would like a copy of our Privacy Policy, or if you have any questions or concerns about privacy including how to make an individual rights request, please contact us using the following:

- by email using the form on <https://www.rabobank.com.au/contact-us/>;
- by mail addressed to Client Services Rabobank, GPO Box 4577 Sydney NSW 2001;
- In person by contacting your local branch to talk to your rural manager; or
- By phone 1800 025 484, MON – FRI 8am - 6pm (Sydney time).

Section I Consent to Receive Electronic Communications

You (each person signing this form) agrees 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 the terms and conditions of a contract, legislation, a government or regulatory body or any relevant industry rules, codes or standards that may apply, may be given to you by:

- being delivered or sent to the Electronic Address nominated by any of you; or
- making the information available at our Website for retrieval by you and notifying you by electronic communication to your Electronic Address.

You acknowledge and agree that you:

- may not receive a paper copy of any of the information made available by electronic communication under this clause; and
- may be charged a fee for a paper copy where the information has been made available by electronic communication.

You may withdraw your consent to receive electronic communications at any time by contacting us directly, at which time you will begin to receive paper copies (where we are able to accommodate this as, in some circumstances, we may be required to send notices to you electronically).

If you change your Electronic Address, you agree that you will immediately notify us of this change.

All communications with us, including instructions, must be in accordance with Rabobank's reasonable directions.

Electronic Address means (for the purposes of this section I) an electronic address you have provided including an email address, a mobile phone number we may send text messages to or any other method we have agreed with you to communicate electronically. If you change your Electronic Address, you agree that you will immediately notify us of this change.

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

By signing this form to authorise another person to operate your account, this increases your exposure to the risk of financial abuse. Before proceeding, you should therefore consider whether this option remains suitable. If you are unsure, you should talk to a trusted adviser before signing this document.

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 acknowledges the matters set out in the Privacy Notice and consent to the matters set out in Electronic Communications Consent sections in 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

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

NOTE: Cheque or a direct credit from another financial institution cannot be accepted. Funds into the client's Farm Management Deposit Account will only be accepted via Direct Debit Request (DDR) authority.

Additional Comments

Bank Officer Name

Date

Bank Officer Signature



Rabobank

February 2025

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

The purpose of this form is to authorise the transfer of an existing Farm Management Deposit Account from another financial institution to Rabobank. The Applicant must complete and sign Section 1 and then provide this form to Rabobank.

Once complete, please return via either of these channels:

• Email to sydney.client.services@rabobank.com

• Reply Paid 4577, Rabobank Client Services, Sydney NSW 2001

For further assistance call Rabobank Client Services on 1800 025 484 (6am-8pm Monday to Friday, Sydney time).

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

Bank/Financial Institution address

BSB No.

 -

Account Number 1

Account Number 2

Existing Farm Management Deposit details # 2

Account name

Bank/Financial Institution

Bank/Financial Institution address

BSB No.

 -

Account Number 1

Account Number 2

Signature of Applicant

Name of Applicant

Date

Section 2 Authorisation

To be completed by an Authorised Officer from the relevant 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 Limited, including reference details.

Transfer funds to:

Account name	BSB No.	Account Number
<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"/>	\$0
Account Number 2	Original start date of FMD	Amount
<input type="text"/>	<input type="text"/>	\$0
Account Number 3	Original start date of FMD	Amount
<input type="text"/>	<input type="text"/>	\$0
Authorised Officer Name	Contact Number	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>



Rabobank

May 2024

Direct Debit Request Form

Talk to the world's leading food and agribusiness bank

To and in favour of
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

The purpose of this form is to authorise and request Rabobank Australia Limited (User 166101) to draw from the nominated third party account to the credit of the named Rabobank account as instructed from time to time OR for all amounts payable in relation to the named account. This form needs to be read in conjunction with the Direct Debit Request Service Agreement which sets out the terms and conditions that govern this request.

Once complete, please return via either of these channels:

- Email to sydney.client.services@rabobank.com
- Reply Paid 4577, Rabobank Client Services, Sydney NSW 2001

For further assistance call Rabobank Client Services on 1800 025 484 (6am – 8pm Monday to Friday, Sydney time)

Section A Rabobank Account to be Credited

Account name

Account number

Name of Account Owner

ABN

Postal address

State

Postcode

Email address

Section B Account to be Debited (All accounts must be Australian financial accounts)

Account name

Bank/Financial Institution Name

Bank/Financial Institution Address

BSB Number

Account Number

I/We authorise and request Rabobank Australia Limited ("Rabobank") (User 166101) to draw from this account the amounts specified in Section C below.

Section C Payment Details

All amounts as instructed from time to time by Signatories to the Account in Section A above.

OR

All amounts payable in relation to the Account in Section A above, including an amount equivalent to interest due, as and when the amounts become payable/are paid.

OR

All amounts as instructed to fund Fixed and Variable Deposit products.

Section D Privacy Notice

By signing this form, you understand and acknowledge that Rabobank will collect, use, hold, and disclose your personal data provided in this form, and at any time during our relationship with you, to comply with our legal obligations.

Compliance with laws

Your personal data may be shared in order to comply with applicable laws such as the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), and the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1). This ensures your security and integrity as well as the security and integrity of the bank and the financial sector. We therefore require personal data to carry out the above purpose. If all the data we have requested in this form or otherwise in connection with this form, as well as throughout our ongoing relationship with you, is not provided, we may not be able to continue providing the service to you and may be required to close any account held by you.

Rabobank will only transfer and disclose the data in this form (including personal data) outside Australia to other members of the Rabobank Group for reporting and compliance purposes (including regulatory and legislative requirements of any Group member) and, if required by law, to government or regulatory bodies (including in The Netherlands and the European Union) which have authority over any members of the Rabobank Group.

The Privacy page on our website at www.rabobank.com.au contains our Privacy Policy. The Policy sets out in more detail how we collect, handle and use personal data in the course of our business. The Policy also contains information about your individual rights such as access to and correction of the personal data we hold and also about how you may complain to us or the Office of the Information Commissioner about a breach of your privacy and how we deal with such a complaint.

Section E Authorisation by Signatories of Account to be Debited

I/We warrant that I/we can authorise the debiting of the account in Section B above in accordance with this Direct Debit agreement, and I/we hereby authorise that Account to be so debited. I/We have read and agree to the Direct Debit Service Agreement that was provided to you.

Signature

Name

Date

Signature

Name

Date



Rabobank

May 2024

Direct Debit Request Service Agreement

Talk to the world's leading food and agribusiness bank

To and in favour of Rabobank

To contact your nearest branch
please call 1300 30 30 33

www.rabobank.com.au

This is Your Agreement with Rabobank. It explains what Your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to You in relation to your direct debit arrangement with us. Please keep a copy of this agreement for future reference. It forms part of the terms and conditions of the Direct Debit Request form (DDR form).

Definitions

Agreement means this Direct Debit Request Service Agreement between You and us.

Business Day means a day that is not a Saturday, Sunday or an Australian national public holiday.

Direct Debit Request form or **DDR form** means Rabobank's Direct Debit Request form provided to You.

Debit Day means the day that payment by You to us is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between us and You.

Debit User means the Rabobank entity You have authorised by requesting a Direct Debit Request.

Terms and Conditions means applicable terms and conditions that govern your account, including a letter of offer or signed application form.

Nominated Account means the account held at Your financial institution which you have nominated to us on the DDR Form to arrange for funds to be debited.

Rabobank, Us or We means the entity that provides your account either Rabobank Australia Limited ABN 50 001 621 129 or Cooperatieve Rabobank U.A. (Australia Branch) ABN 70 003 917 655. Please refer to your Terms and Conditions which will specify the entity.

You means the account owner who has authorised the Direct Debit Request.

Your Financial Institution means the bank or financial institution of the account nominated by You on the Direct Debit Request form to be debited.

1. Debiting your nominated account

- 1.1 By signing a DDR form, You have authorised us to arrange for funds to be debited from Your nominated account. You should refer to the DDR form and this Direct Debit Service Agreement for the terms of the arrangement between us and You. Your Terms and Conditions with Rabobank also governs your drawing arrangements.
- 1.2 We will only arrange for funds to be debited from Your nominated account as authorised in the DDR form.
- 1.3 If the debit day falls on a day that is not a Business Day, we may direct Your financial institution to debit Your nominated account on the following Business Day. If You are unsure about which day. Your nominated account has or will be debited You should ask Your financial institution.
- 1.4 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.

2. Amendments by us

- 2.1 We may vary any details of this agreement or a Direct Debit Request form at any time by giving You at least thirty (30) days written notice.

3. Amendments by you

- 3.1 You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least 7 days notification (before the next relevant draw date) by writing to Rabobank Client Services, GPO Box 4577, Sydney NSW 2001; or email to Sydney.client.services@rabobank.com. Or arranging it through Your own financial institution, which is required to act promptly on Your instructions.

***Note:** in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising of Your new account details.

4. Your obligations

- 4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your nominated account to allow a debit payment to be made in accordance with the DDR form.
- 4.2 If there are insufficient clear funds in Your nominated account to meet a debit payment:
 - (a) You may be charged a fee and/or interest by Your financial institution;
 - (b) Rabobank may charge interest and fees in accordance with the Terms and Conditions; and
 - (c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in Your nominated account by an agreed time so that we can process the debit payment.
- 4.3 You should check Your nominated account statement to verify that the amounts debited from Your nominated account are correct.

5. Dispute

- 5.1 If You believe that there has been an error in debiting Your nominated account, You should notify Rabobank Client Services on 1800 025 484 and confirm that notice in writing to us as soon as possible so that we can resolve Your query more quickly. Alternatively You can take it up directly with Your financial institution.
- 5.2 If we reasonably conclude as a result of our investigations that Your nominated account has been incorrectly debited we will respond to Your query by arranging for Your financial institution to adjust Your nominated account (including interest and charges) accordingly.

We will also notify You in writing of the amount by which Your nominated account has been adjusted.

5.3 If we reasonably conclude as a result of our investigations that Your nominated account has not been incorrectly debited we will respond to Your query by providing You with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

- (a) with Your financial institution whether direct debiting is available from Your nominated account as direct debiting is not available on all accounts.
- (b) Your account details which You have provided to us are correct by checking them against a recent account statement; and
- (c) with Your financial institution before completing DDR form if You have any queries about how to complete the DDR form.

7. Confidentiality

7.1 We will keep any information (including Your nominated account details) in Your DDR form confidential. We will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about You:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

8.1 If You wish to notify us in writing about anything relating to this agreement, please contact us through either of these channels:

- Email to Sydney.client.services@rabobank.com
- Reply Paid 4577, Rabobank Client Services, Sydney NSW 2001

For further assistance call the Rabobank Client Services on 1800 025 484 (6am - 8pm Monday to Friday, Sydney time)

8.2 A response will be provided within 3 Business Days upon receipt of notification. If this response does not resolve the issue, You will be given details of our further dispute resolution process.

8.3 We will notify You by sending a notice in the ordinary post or via email to the address You have given us in the DDR form.

8.4 Any notice will be deemed to have been received on the third Business Day after posting.



Rabobank

Important information about accessing Term Deposit/ Term Farm Management Deposit (FMD) funds:

- If you need to access your funds from a Term Deposit/Term FMD prior to the maturity date, a 31 day notice period applies (except in the case of financial hardship). Break costs may also apply.
- Rabobank can delay the withdrawal or transfer until the end of this notice period (but not beyond the maturity date).
- If you're looking for more flexible access to your funds, other Rabobank deposit products may be more suitable.
- If you've chosen to reinvest your Term Deposit/Term FMD, it may rollover into a lower interest rate Term Deposit/Term FMD, so please refer to our rates closer to the date of maturity.
- If you have any questions, please contact the Rabobank Call Centre between 6am and 8pm (Sydney time).
 - **Rabobank Australia (Farm & Agribusiness)** 1800 025 484
 - **Rabobank Online Savings** 1800 445 445

Rabobank Australia Limited

ABN 50 001 621 129 AFSL 234 700

Updates to Rabobank Deposit Accounts

Terms and Conditions

Effective date: 2 April 2026

Summary description of changes

Blocking and closure of the Account – clause 12.2

Updates have been made to clarify the circumstances in which Rabobank may block or close an account.

Updates to Terms and Conditions

Section	Change - effective from 2 April 2026
Blocking and closure of the Account – clause 12.2	<p>Replace clause 12.2 with the below:</p> <p>12.2 We have the right to close, or block access to, any Account if:</p> <ul style="list-style-type: none">(a) it is no longer lawfully possible for us to provide an Account to you;(b) subject to clause 11, you have committed a material breach of these Terms and Conditions, which results or may result in materially increasing Rabobank's risk;(c) we consider that your Account (except for FMD and Term Deposit) is "inactive" i.e. you have not made a deposit into, or withdrawal from, the Account within the previous 12 months, nor have you provided Rabobank with instructions with regard to the Account within the previous 12 months, and the balance is less than \$1,000;(d) we have assessed you as being a recalcitrant Account holder (including if you are "recalcitrant" within the meaning of and set out in the United States Foreign Account Tax Compliance Act and the Common Reporting Standards);(e) we reasonably believe it necessary to prevent fraud, scams, mule account activity (which means activity relating to an account indicating that the account may be used to process money linked to criminal activity) or financial loss to us or you arising from the misuse or unauthorised use of the Account or our banking services;(f) you are involved in or convicted of criminal activity and we, in our reasonable opinion, consider such an involvement or conviction may adversely impact our reputation;(g) you have transmitted content, including via any payment method (for example, text in payment descriptions), which in our reasonable opinion is inappropriate, including content which:<ul style="list-style-type: none">i. uses crude, disrespectful or insulting language;ii. is discriminatory, defamatory or otherwise unlawful;iii. threatens or promotes physical violence;iv. threatens or promotes psychological violence or mental harm; orv. is intimidating, threatening, abusive or harassing in nature;(h) you do not provide us with any document or information we reasonably request from you;(i) we consider it necessary to comply with Australian law or sanctions (or the law or sanctions of any other country) or to comply with our regulator and compliance obligations and manage associated risk; or(j) we consider it necessary, in our reasonable opinion, in order to protect our legitimate business interests.

Rabobank Deposit Accounts Terms and Conditions

September 2025

All sections of this document should be read in conjunction with:

1. Rabobank VISA Debit Card Conditions of Use (Cash Management Account ("CMA")/Premium Cash Management Account ("PCMA") only);
2. Rabobank Internet Banking Conditions of Use (as applicable);
3. Direct Debit Request Service Agreement;
4. Financial Services Guide ("FSG"); and
5. Rabobank Schedule of Standard Fees (CMA/PCMA only).

The information contained in this document has been prepared without considering your objectives, financial situation or needs. You should consider its appropriateness to your circumstances before deciding to open a deposit account with us.

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Farm Management Deposit ("FMD") Disclaimer

Please read all of the FMD terms (see clauses 31 and 32) when deciding whether to open or hold a Rabobank FMD account. Please also read the statements in clause 32, titled, 'Statements to be read by Farm Management Depositors', as we are required under applicable tax legislation and regulations to provide these statements to you.

In considering your eligibility for tax benefits which may arise from your deposit, you may wish to refer to the ATO's webpage on FMD and FMD schemes (<https://www.ato.gov.au/Business/Primary-producers/In-detail/Farm-management-deposits-scheme/>), as well as Division 393 of the Income Tax Assessment Act 1997 (Cth) and Division 393 of the Income Tax Assessment 1997 Act (Cth) Regulations 2021 to understand all of the legal requirements for holding a FMD account.

Please note that in order to hold a FMD account you must:

- be an individual;
- be carrying on a primary production business in Australia when you make a deposit;
- have no more than \$100,000 (or another amount as amended by legislation from time to time) in taxable non-primary production income in the income year you make the deposit;
- hold no more than \$800,000 (or another amount as amended by legislation from time to time) in total in FMDs across all financial institutions.

We also recommend that you seek independent tax advice on your eligibility for tax benefits which may arise as a result of your deposit.

Key Account Features Table

This table provides an overview of the key deposit account features. Where further information is available, please refer to clause references that have been provided within the table.

Product	Cash Management Account (CMA)	Premium Cash Management Account (PCMA)***	Call Deposit Account	Variable Farm Management Deposit (FMD)	Term Farm Management Deposit (FMD)	Term Deposits
How to apply (For more information you can contact us by calling 1800 025 484 or visit our website: www.rabobank.com.au)	At a branch	At a branch	At a branch or via Rabobank Call Centre for existing clients	At a branch or via Rabobank Call Centre for existing clients	At a branch or via Rabobank Call Centre for existing clients	At a branch or via Rabobank Call Centre for existing clients
Minimum Opening Balance (Refer to clause 1.16)	\$20,000	\$100,000	\$5,000	\$1,000	\$1,000	\$5,000
Maximum ongoing balance (Refer to clause 32.7)	N/A	N/A	N/A	\$800,000*	\$800,000*	N/A
Nominated Account Required (Refer to clauses 3.17-3.19) (As defined in clause 34)	Y	Y	Y	Y	Y	Y
Funds available At Call (As defined in clause 34)	Y	Y	Y	Y	N	N
Visa Debit Card (Refer to clause 27.1-27.4 & as defined in clause 34)	Y	Y	N	N	N	N
Rabobank Internet Banking Service (Transaction capability) (Refer to clause 28.5)	Y	Y	N View only access	N View only access	N View only access	N View only access
Direct Credit (As defined in clause 34)	Y	Y	Y	N	N	N
Pay Anyone payments (As defined in clause 34)	Y	Y	N	N	N	N
Periodical Payments (Refer to clause 7)	Y	Y	N	N	N	N
Direct Debits (As defined in clause 34)	Y	Y	N	N	N	N
BPAY (As defined in clause 34)	Y	Y	N	N	N	N
Bank@Post (As defined in clause 34)	Y	Y	N	N	N	N
Statements of Account (Refer to clause 5)	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
When interest is paid (Refer to clause 6)	Monthly	Monthly	Monthly	Quarterly (on anniversary of Account opening date)	At maturity for terms up to 12 months. Choice of quarterly, semi-annually or annually for terms of 12 months to 2 years	At maturity for terms up to 12 months. Choice of monthly, quarterly, semi-annually or annually for terms of 12 months to 5 years
Interest Rate Type (Refer to clause 6)	Variable Rate	Variable Rate	Variable Rate	Variable Rate	Fixed Rate	Fixed Rate
Minimum age for Account holder (Refer to clauses 1.17-1.18)	Individuals 18 years or above	Individuals 18 years or above	Individuals 18 years or above	Individuals 18 years or above**	Individuals 18 years or above**	Individuals 18 years or above

* You must hold no more than \$800,000 (or another amount as amended by legislation from time to time) in total in Farm Management Deposit accounts across all financial institutions.

** Farm Management Deposit applicants who are minors (less than 18 years of age) will be considered if they are a beneficiary of a trust (refer to clause 1.18 for more details).

*** No longer issued from 24 May 2024. These terms and conditions apply to PCMA accounts opened before 24 May 2024.

Important Information

The table below sets out some important clauses contained within the Rabobank Deposit Accounts Terms and Conditions. This information does not describe the terms and conditions comprehensively. Please ensure you also read and understand the terms and conditions in full and not just the summary provided here.

Clause reference	Important Information
3.20–3.22	<p>Limitation of liability</p> <p>Please be aware that the Bank may not be liable to you for any loss, cost or damage that you suffer in certain circumstances including:</p> <ul style="list-style-type: none"> • our refusal to authorise transactions; • those caused by acts, events or circumstances beyond our reasonable control; and • any loss arising out of a delay or loss of, or the Bank relying in good faith on messages arising out of communications by ‘Electronic Means’ <p>except where this involves the fraud, negligence, or wilful misconduct of Rabobank or its employees, officers, contractors, or agents, appointed receivers or parties involved in the provision of services relating to your Account(s). Please refer to clauses 3.20, 3.21, or 3.22 of these terms and conditions.</p>

1. General conditions

- 1.1 These Deposit Accounts Terms and Conditions (“Terms and Conditions”), the Rabobank VISA Debit Card Conditions of Use, the Rabobank Internet Banking Conditions of Use, and the Rabobank Schedule of Standard Fees, as applicable to your Account, sets out our agreement with you about the Account. We advise you to read all of the terms and conditions applicable to your Account.
- 1.2 If there is an inconsistency between any of the terms of our agreement with you, then the Rabobank VISA Debit Card Conditions of Use or the Rabobank Internet Banking Conditions of Use will prevail over these Terms and Conditions to the extent of the inconsistency.
- 1.3 These Terms and Conditions do not limit or exclude any of our rights, or any of your rights, under the general law or under banking custom or practice, except where those rights are inconsistent with these Terms and Conditions. However, these Terms and Conditions are subject to any non-excludable condition imposed by law (for example, the statutory warranties that services will be rendered with due care and skill and will be fit for their purpose) to the extent of any inconsistency.

Authorised Signatory

- 1.4 Your Authorised Signatory must comply with these Terms and Conditions, and you agree to be bound by the instructions of your Authorised Signatory, including any debts they might incur.
- 1.5 You will be responsible for the Authorised Signatory’s receipt of and compliance with these Terms and Conditions.
- 1.6 An Authorised Signatory is nominated by, and ceases on receipt of, written instructions signed by (all) the Account holders. This authority also ceases on death of the Authorised Signatory. However, on receipt of written instructions signed by (all) the Account holders, you or a properly authorised Intermediary or Attorney may supply to us a list of persons from time to time, along with their specimen signatures, who will be Authorised Signatories.
- 1.7 We will accept instructions in relation to your Account from an Authorised Signatory where you have signed an authority acceptable to us that permits that Authorised Signatory to do so on your behalf and we have their specimen signatures.
- 1.8 If you wish to revoke the Authorised Signatory’s authority to operate on the Account, you must notify us in writing. Unless we have received a written revocation of authority, we will assume that the Authorised Signatory is authorised to operate your Account and/or give us instructions on your behalf.

Intermediary and/or Attorney

- 1.9 We will accept instructions in relation to your Account from an Intermediary and/or Attorney where you have signed an authority acceptable to us that permits that Intermediary and/or Attorney to do so on your behalf. The Intermediary and/or Attorney must be verified and approved by us before we can accept instructions from them on your behalf.
- 1.10 We may, at any time, withdraw our recognition and/or approval of an Intermediary and/or Attorney, in which case we will provide you with reasonable notice as soon as practicable that we have done so, and we will no longer accept instructions from that Intermediary and/or Attorney on your behalf after such notice has been given.
- 1.11 If you have authorised an Attorney to open and/or operate your Account, they need to complete a paper application form and provide us with the original or certified copy of a valid power of attorney or court/tribunal order, together with any other relevant documentation we request. The Attorney must also be authorised to operate your Nominated Account.
- 1.12 We may provide copies of your statements and other notices relating to your Account to your Intermediary and/or

Attorney unless you notify us in writing that you no longer wish for us to do this.

- 1.13 Your Intermediary and/or Attorney must comply with these Terms and Conditions, and you agree to be bound by the instructions of your Intermediary and/or Attorney, including any debts they might incur. You will be responsible for the Intermediary and/or Attorney's receipt of and compliance with these Terms and Conditions.
- 1.14 If you wish to revoke their authority to operate on the Account, you must notify us in writing. Unless we have received a written revocation of an authority, we will assume that the Intermediary and/or Attorney is authorised to operate your Account and/or give us instructions on your behalf.
- 1.15 We may decline to accept anyone as a Rabobank client.

Minimum Opening Balances

- 1.16 The current minimum opening balances are housed in the following table below. These minimum balances may be subject to change. If there is a change to these amounts, we will let you know of the change as soon as reasonably possible by:
 - (a) giving a written notice to you; or
 - (b) advertising in the media.

Account	Minimum opening balance
Cash Management Account	\$20,000
Premium Cash Management Account	\$100,000*
Call Deposit	\$5,000
Variable FMD	\$1,000
Term FMD	\$1,000
Term Deposit	\$5,000

*The Premium Cash Management Account is no longer being issued from 24 May 2024. This minimum opening balance applies to PCMA accounts opened before 24 May 2024.

Minimum age

- 1.17 You and the other joint Account owners must be at least 18 years of age to hold a Cash Management Account, Premium Cash Management Account, Call Deposit or Term Deposit.
- 1.18 Farm Management Deposit applicants who are minors (less than 18 years of age) will be considered if they are a beneficiary of a trust. However, we may require certain controls on the Account to be discussed and agreed to prior to the Account being opened, as Rabobank will require an Authorised Signatory who is 18 years or older to operate the Account on behalf of the minor.

2. Accounts in two or more names

- 2.1 If the Account is owned by two or more people:
 - (a) These Terms and Conditions bind each of you separately as well as together;
 - (b) Each of you individually may, subject to clause 2.2 and 2.3, give us instructions on any matter relating to the Account other than to close the Account;
 - (c) We may pay any credit balance of the Account to any of you;
 - (d) We may deliver to any of you any documents, deeds or items which we hold;
 - (e) Where one of you dies, the survivor(s) will own and continue to operate the Account (subject to certain exceptions for partnership or trust accounts); and
 - (f) each of you are jointly and severally liable for all amounts incurred on the Account and any obligations owing to us.
- 2.2 You must advise us in writing how the Account is to be operated and instructions may be varied in writing.
- 2.3 Any of you can advise us to change the authority so that all of you must approve future withdrawals.
- 2.4 If we become aware of any dispute between:
 - (a) Any or all of you (or between Attorneys and/or administrators acting on behalf of an Account owner, and an Account owner); or
 - (b) Directors of an Account owner,
 - (c) we may block access to the Account, or block certain transactions on the Account.
- 2.5 If we block an Account under clause 2.4:
 - (a) we may decide to permit certain operations on the Account if all Account owners, or all directors, authorise such operations; or
 - (b) subject to clause 2.1 (if applicable), where a block is in place, we may allow for limited payments in line with any of your established payment patterns if it is clearly required for any of you to meet your essential living expenses.
- 2.6 Where reasonable and to the extent permitted by law, if we block an Account under clause 2.4 we will inform all Account owners.

3. Operating your Account

- 3.1 You must operate the Account in accordance with these Terms and Conditions.
- 3.2 We will process the transaction or instruction on the next Business Day, if a transaction or instruction from you or us:
- falls outside Business Hours;
 - after processing cut-off times;
 - on a non-Business Day; or
 - where a reoccurring monthly instruction is set up for 29th, 30th or 31st of every month and these dates don't exist for a particular month.
- 3.3 If our agreement with you about the Account says something will or must be done (including making a payment) on or by a particular day and that day is not a Business Day, that thing will or must be done on or by the end of the next Business Day.
- 3.4 By prior agreement with us you may overdraw the Account for a period of no more than 62 days. You must pay debit interest on the overdrawn amount as set out in clause 6.5, and fees may also be payable. Any such overdrawing will also be subject to any other terms we agree with you at that time. If there is no such agreement and clause 10.2 does not apply, you must not overdraw the Account.
- 3.5 We will provide you with a statement which states the amount you may owe us on this Account, or which states anything else about the Account.
- 3.6 We may monitor and/or record conversations for verification purposes.
- 3.7 Proceeds of cheques are not available until cleared. Clearance usually takes 5 Business Days.
- 3.8 If we give you access to any funds prior to them being cleared, and the funds are not subsequently cleared, we will debit the Account with the amount of those funds e.g. cheques.
- 3.9 You can make payments to your Account as specified in the Key Account Features Table or in any other manner acceptable to us. Payments will only be credited to the Account upon actual receipt by us of the funds in Sydney.
- 3.10 We may, at our reasonable discretion, process a payment in excess of the Available Funds. If we do so, you must pay debit interest on any amount in excess of the Available Funds as set out in clause 6.5 and the Rabobank Schedule of Standard Fees.
- 3.11 We may require you to satisfy us of your identity.

Instructions

- 3.12 We may, at our reasonable discretion, act on instructions sent by you by Electronic Means, which includes by telephone.
- 3.13 We will act on telephone instructions:
- in relation to TFN/ Exemption/ABN quotation, withdrawals of Call Deposits to a Nominated Account, maturity of Term Deposits and the opening of a new Call Deposit or Term Deposit with new funds or funds in an existing Call Deposit or Term Deposit; or
 - from an individual, personal Depositor to open a new deposit (including a new Term Deposit) with new funds or funds in an existing Call Deposit, at the interest rate applicable at the date of the relevant new Deposit. Information on interest rates can be obtained by contacting us. The new deposit will be subject to the same terms and conditions and will have the same manner of operation.
- 3.14 We will act on written instructions, including, but not limited to:
- When an Account is required to be closed;
 - When an additional authorised signatory is required;
 - When setting up automatic payments (see clause 7); or
 - stopping payments (see clause 8).
- 3.15 We may refuse to act on any instructions which we reasonably consider may be invalid or unlawful.
- 3.16 We may refuse to authorise a transaction if:
- we believe it is reasonably necessary for security purposes;
 - we suspect fraudulent use of or access to your Account;
 - you fail to comply with any material requirement of these Terms and Conditions; or
 - we consider it reasonably necessary for compliance with anti-money laundering obligations.

Nominated Account

- 3.17 You must provide and maintain a Nominated Account for all Accounts. The Nominated Account must be an account which you own and operate with an Australian financial institution, which accepts debit and credit transfers.

3.18 It is your responsibility to ensure that the Nominated Account provided remains current and you agree to notify us as soon as practicable if the Nominated Account is closed and provide us with details of a new Nominated Account.

3.19 Variable FMD

If we become aware that a Nominated Account is closed or no longer available for a Variable FMD then a Call Deposit Account will be opened in the same name as your Variable FMD Account and interest will be paid into this account. To access funds from the Call Deposit Account a Nominated Account is required and withdrawal instructions can be taken over the phone by calling us on 1800 025 484.

Liability

3.20 We are not liable to you or anyone else for any loss, cost or damage that you or anyone else suffers as a result of our refusal to authorise any transaction, where we have the right to so refuse.

3.21 We are not liable to you for any loss, cost or damage you suffer arising from any act, event or circumstance which is beyond our reasonable control, except where this involves fraud, negligence or wilful misconduct of Rabobank or its employees, officers, contractors, or agents, appointed receivers or parties involved in the provision of services relating to your Account/s.

3.22 With regard to Electronic Means (as defined in clause 34), we will not be responsible to you for any loss that you suffer as a 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 you, an Authorised Signatory(ies), Attorney or an Intermediary or in connection with any reliance placed by us in good faith on such messages or as a result of such messages not having been properly authorised by the person by whom it is sent, except where this involves fraud, negligence or wilful misconduct of Rabobank or its employees, officers, contractors, or agents, appointed receivers, or parties involved in the provision of services relating to your Account.

Methods of serving a notice

3.23 You must ensure that any contact information that you give to us is accurate and up to date at all times. You must promptly notify us of any changes as soon as possible.

3.24 In addition to effecting service as permitted by law or any other agreed method with you, any statement, demand or notice to you may be validly served or otherwise communicated by:

- (a) being delivered or sent to the address or Electronic Address nominated by any of you; or
- (b) making the information available at our Website for retrieval by you and notifying you by electronic communication to your Electronic Address that the information is available.

3.25 You may vary your nominated postal or Electronic Address by contacting us.

3.26 All written notices to us must be sent to our registered office address on the Account Application form or as subsequently notified to you.

3.27 Subject to any other specific provision, service pursuant to this clause is taken to be effected:

- (a) where sent by post, upon the earliest of actual receipt or the day when the addressee would have received the item in the ordinary course of post.
- (b) where sent by electronic communication, when the system from which it was sent indicates that it was sent successfully, or where delivered, upon actual delivery, except where sent/delivered after 4.30 pm or on a day which is not a Business Day, in which case service is taken to be effected on the next Business Day.

3.28 Even if we normally provide notices or statements electronically, we reserve 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 electronic communications to your nominated Electronic Address).

4. Consent to receive electronic communications

4.1 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, may be given to you by:

- (a) being delivered or sent to the Electronic Address nominated by any of you; or
- (b) making the information available at our Website for retrieval by you and notifying you by electronic communication to your Electronic Address that the information is available.

4.2 You acknowledge and agree that you:

- (a) may not receive a paper copy of any of the information made available by electronic communication under this clause; and

- (b) may be charged a fee for a paper copy where the information has been made available by electronic communication.
- 4.3 You may withdraw your consent to receive electronic communications at any time by contacting us directly, at which time you will begin to receive paper copies where we are able to accommodate this. However, in some circumstances, we may be required to send notices to you electronically.
- 4.4 If you change your Electronic Address, you agree that you will promptly notify us of this change.
- 4.5 All communications with us, including instructions, must be in accordance with Rabobank's reasonable directions.

5. Statements of Account

- 5.1 We will provide you with statements of Account monthly. If you hold a Term Deposit, or Term FMD we will give you interest payment confirmation letters when interest is paid, and statements will be issued on a monthly basis. If you hold a variable FMD, we will send you a statement after every withdrawal. Statements are sent either by letter to your nominated postal address or made available on Rabobank Internet Banking with a notification sent electronically by email to your nominated email address.
- 5.2 You must check your Account statement, and interest payment confirmation letters, and let us know immediately if you want to question an entry shown on it by calling 1800 025 484.
- 5.3 We will not provide you with a statement if it has been agreed that some other method will be used to record the transactions or a statement need not be provided, or no amount has been debited or credited to the Account during the statement period (other than debits for government charges, or duties, on receipts or withdrawals), or we are unable, after taking reasonable steps to locate you.
- 5.4 You may request a statement to be issued by calling us on 1800 025 484. We may charge a fee for the issue of a copy of a statement.
- 5.5 We may provide copies of your statements and other notices relating to your Account to your Intermediary and/or Attorney unless you notify us in writing that you no longer wish for us to do this.

6. Interest

- 6.1 We will pay a variable rate of interest on any credit funds held in the Cash Management Account, Premium Cash Management Account, Call Deposit Account and Variable FMD. Our rates vary, sometimes daily.
- 6.2 The current credit interest rates and ranges of rates are available on request from our Client Services Unit by calling 1800 025 484 or on our Website. Past credit interest rates are available on request from our Client Services Unit by calling 1800 025 484.

Cash Management Account and Premium Cash Management Account

- 6.3 If you have a Cash Management Account or Premium Cash Management Account different credit rates of interest may apply, depending on the amount of credit funds.
- 6.4 Interest is calculated daily by applying the applicable daily interest rate to the credit balance of the Account at the end of each day. The daily interest rate is the relevant interest rate divided by 365. The sum of all such amounts for the relevant period is credited to the Account monthly in arrears on the first day of each month and on closure of the Account. Interest is accrued from the first date on which the Account has a credit balance or the date of the last interest payment, up to but not including the date of the next interest payment, withdrawal of all the credit funds or closure of the Account.
- 6.5 You must not overdraw the Account. If however the debit balance exceeds the Available Funds, interest on overdrawn funds is calculated daily by applying the daily debit interest rate to the debit balance of the Account at the end of each day. The daily debit interest rate is the Variable Rate applicable for that day, plus a fixed margin which is set out in the Fees Schedule, divided by 365. The sum of all such amounts for the relevant period is debited to the Account monthly in arrears on the last day of each month and immediately before closure of the Account. The current Variable Rate is available on request from our Client Services Unit by calling 1800 025 484 or on our Website.

Call Deposit Account and Variable Farm Management Deposit (FMD)

- 6.6 If you have a Call Deposit Account or Variable FMD different credit rates of interest may apply, depending on the amount of credit funds.
- 6.7 Interest is calculated daily by applying the applicable daily interest rate to the credit balance of the Account at the end of each day. The daily interest rate is the relevant interest rate divided by 365. Interest is accrued from the first date on which the Account has a credit balance or the date of the last interest payment, up to, but not including, the date of the next interest payment, withdrawal of all the credit funds or closure of the Account.

- 6.8 Interest on Variable FMDs is paid every three months from the date on which the Account was opened in arrears and credited to the Nominated Account.
- 6.9 Interest on a Call Deposit Account is paid on the first day of each calendar month in arrears and credited to the Call Deposit Account or Nominated Account as may be agreed with us.

Terms Deposit and Term Farm Management Deposit (FMD)

- 6.10 Interest 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. For each term, the interest rate remains fixed for that term to maturity. The interest rate that applies to a deposit is the rate specified in a confirmation and the daily interest rate is the rate specified divided by 365.
- 6.11 For Term Deposits with a fixed term of between 1 month and 11 months (inclusive), interest is paid at maturity. Interest on Term Deposits with a term of 12 months to 5 years is paid in arrears monthly, quarterly, half-yearly or yearly as chosen by you from the date of acceptance and is credited to the Nominated Account.
- 6.12 For Term FMDs with a fixed term of between 1 month and 11 months (inclusive), interest is paid at maturity. For Term FMDs with a fixed term of 1 year to 2 years (inclusive), interest is paid in arrears quarterly, half-yearly or yearly as chosen by you from the date of acceptance. Interest is paid in equal instalments over the chosen term. Interest is paid to the Nominated Account.

Examples of interest calculations (for illustration only):

Call Deposit Account with balances of \$10,000 held for 1 year with interest at 5% p.a. will earn \$511.62 interest. Note: This example assumes a constant interest rate and interest compounded monthly, however the rate may vary daily.

7. Periodical Payments

7.1 Direct Debits

- (a) If your Account allows (see Key Account Features Table), you may authorise another person (direct debit user) to debit the Account for payment of services. The direct debit user must, if required, provide us with documentation satisfactory to us of your authorisation.

7.2 Automatic Payment

- (a) If your Account allows (see Key Account Features Table), you may authorise us to make regular automatic payments from the Account to another person. Your authorisation to us must be in writing and set out details of the Account, amount to be paid, dates of payment and payee.

8. Stopping payments

8.1 Direct Debits

Direct Debit initiated by Third Parties to debit your Account.

- (a) If you have authorised a direct debit user to debit your Account and you want to stop this arrangement, you can contact us. You may also elect to contact the direct debit user to notify them of your request.

Direct Debit initiated by Rabobank to debit Third Party accounts.

- (a) We require at least 3 Business Days' notice to cancel a direct debit. In order to cancel a direct debit, we require full written details of the direct debit arrangement, including the name of the Third Party account holder, and, the due date (next debit date) and if applicable the amount.
- (b) When you access and set up a direct debit authority through Rabobank Internet Banking or the Rabobank mobile app, you can then cancel your direct debit arrangement through those mediums.

8.2 Automatic Payment

- (a) If you have authorised us to make automatic payments from your Account and you want to stop these payments you can contact us.
- (b) We require at least 2 Business Days' notice to cancel the payment before the next payment is scheduled to be made. In order to cancel the automatic payment, we will need full details of the Account and of the payment (e.g. amount, who the payee is, when next due date).
- (c) When you access and set up an automatic payment through Rabobank Internet Banking or the Rabobank mobile app, you can then cancel your direct debit arrangement through those mediums.
- (d) Please refer to our Website for more details on Automatic Payments or call us on 1800 025 484.

9. Combination of accounts and set-off

- 9.1 In certain circumstances, where reasonable, we may combine all or any of your accounts held with us or our related entities. If we combine accounts, we will apply some or all credit funds against some or all of the debt you owe us; and there will be only a single amount either we owe you or you owe us.
- 9.2 We may also exercise our right to set-off, which means we may apply some or all credit funds in all or any of your accounts held with us or our related entities against debts which you owe us that are due and payable.
- 9.3 If we exercise our rights under this clause, we will promptly notify you.

10. Fees

- 10.1 We may debit to the Account all or any of our standard fees and charges and any Government Charges applicable to the Account when they become payable. For further details of current Government Charges contact us on 1800 025 484.
- 10.2 Our standard fees include (but are not limited to):
- 10.3 fees for some transactions which you conduct on the Account; and
- 10.4 fees for certain other services which we provide.
- 10.5 Our standard fees and charges are set out in the Fees Schedule, which is available on request. You may obtain a copy of the Fees Schedule at any branch or from the Website.

11. Breach of Terms and Conditions

- 11.1 If you breach a material requirement of these Terms and Conditions, and you fail to remedy such breach (where the breach is capable of remedy) after receiving a notice from us to do so which would or may materially increase Rabobank's risk, our rights include doing any or all of the following:
 - (a) close any Account in accordance with the provisions of clause 12;
 - (b) cancelling any Visa Debit Card and require its return in accordance with the Rabobank Visa Debit Card Conditions of Use; and
 - (c) terminating access to the Account via Rabobank Internet Banking in accordance with the Rabobank Internet Banking Conditions of Use.

12. Blocking and closure of the Account

- 12.1 If you wish to close the Account, you must give us written notice and you must pay any amounts you owe us under the Account including any costs relating to early withdrawal if they apply. If the Account is a joint Account, we will need instructions from you and the other joint Account Owner/s before closing the Account.
- 12.2 We have the right to close, or block access to, any Account if:
 - (a) it is no longer lawfully possible for us to provide an Account to you;
 - (b) subject to clause 11, you have committed a material breach of these Terms and Conditions, which results or may result in materially increasing Rabobank's risk;
 - (c) we consider that your Account (except for FMD and Term Deposit) is "inactive" i.e. you have not made a deposit into, or withdrawal from, the Account within the previous 12 months, nor have you provided Rabobank with instructions with regard to the Account within the previous 12 months, and the balance is less than \$1,000;
 - (d) we have assessed you as being a recalcitrant Account holder (including if you are "recalcitrant" within the meaning of and set out in the United States Foreign Account Tax Compliance Act and the Common Reporting Standards);
 - (e) we reasonably believe it necessary to prevent fraud, scams, mule account activity (which means activity relating to an account indicating that the account may be used to process money linked to criminal activity) or financial loss to us or you arising from the misuse or unauthorised use of the Account or our banking services;
 - (f) you are involved in or convicted of criminal activity and we, in our reasonable opinion, consider such an involvement or conviction may adversely impact our reputation;
 - (g) you have transmitted content, including via any payment method (for example, text in payment descriptions), which in our reasonable opinion is inappropriate, including content which:
 - i. uses crude, disrespectful or insulting language;
 - ii. is discriminatory, defamatory or otherwise unlawful;
 - iii. threatens or promotes physical violence;
 - iv. threatens or promotes psychological violence or mental harm; or

- v. is intimidating, threatening, abusive or harassing in nature;
 - (h) you do not provide us with any document or information we reasonably request from you; or
 - (i) we consider it necessary to comply with Australian law or sanctions (or the law or sanctions of any other country) or to comply with our regulator and compliance obligations and manage associated risk.
- 12.3 If we block or close an Account under clause 12.2, we will provide you with 30 days' prior notice where reasonable in the circumstances and to the extent permitted by law. In some circumstances we may block or close an account without providing you with any prior notice if we reasonably believe immediate action is necessary to protect us or you from suffering financial loss (for example, to manage a risk of the kind described at clause 12.2). If we close the Account without prior notice to you, we will provide you with written notice as soon as reasonably possible after the action has been taken.
- 12.4 If the Account has a debit balance you must pay to us the amount of that debit balance.
- 12.5 Following notification of closure of the Account for any reason, we will continue to debit to the Account fees, Government Charges, interest and other costs arising from the operation or maintenance of the Account during the period up to closure of the Account. We may continue to debit to the Account any transactions incurred by you on the Account. You agree to pay us on demand all such amounts debited to the Account.
- 12.6 If we suspend or close an Account of yours that is in credit:
- (a) if legally permitted, we will transfer your credit balance to your Nominated Account or any other account nominated by you;
 - (b) we may not transfer the credit balance to you if we reasonably believe that a regulatory or other legal obligation or reason (such as to comply with a court order or we reasonably believe the funds are not yours) prevents us from doing so or to manage associated risk;
 - (c) we may transfer some or all of the credit balance to another financial institution or genuine claimant where we receive notice from that institution or claimant that the funds belong to a bona fide third party in relation to a matter of the kind described in clause 12.2(e), 12.2(f), or 12.2(i) and we reasonably believe the request or claim is legitimate;
 - (d) if we are unable to transfer your credit balance to your Nominated Account and we cannot obtain instructions from you, or we are otherwise of the reasonable belief there is a basis set out in subclause (b) to not transfer the credit balance to you and have not otherwise transferred funds to a bona fide third party under subclause (c), we may transfer the balance to a suspense account, and ultimately to the Commonwealth Government as unclaimed money where permitted or required by applicable laws; and
 - (e) we may charge you an amount that is our reasonable estimate of the costs of closure (we will advise you if there is such a fee).

13. Variations to terms and conditions

- 13.1 We can change these terms and conditions at any time without your agreement for any one or more of the following reasons:
- (a) to comply with any change or anticipated change in any relevant law, Banking Code of Practice, guidance or general banking practice;
 - (b) to reflect any decision of a court, ombudsman or regulator;
 - (c) if we consider it necessary for security reasons;
 - (d) to respond proportionately to changes in the cost of providing the Account (including by changing or imposing new fees);
 - (e) if we add new features or benefits to the Account;
 - (f) as a result of changed circumstances relating to the Account (e.g. changes in technology, or to our systems procedures);
 - (g) to correct errors; or
 - (h) make the terms and conditions clearer.
- 13.2 If we change the terms and conditions of the Account, we will let you know of the change as soon as reasonably possible by:
- (a) giving a written notice to you;
 - (b) 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); or

- (c) advertising in the media.
- 13.3 If we change an interest rate, we will let you know no later than the date of the change unless an interest rate is calculated according to an external reference rate or a rate that is not designated as a variable rate. This clause does not apply to a change in the method of calculating interest or the frequency with which interest is debited.
- 13.4 Apart from a change described at clause 13.3, if we believe a change is unfavourable to you, then we will give you prior reasonable written notice (which will not be less than 30 days) subject to clause 13.5.
- 13.5 We may give you a shorter notice period than the period described in clause 13.4 if:
- (a) we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss; or
 - (b) there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In such a case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicise the introduction or change).
- 13.6 If you do not wish to continue your Account as a result of a variation made under this clause, you may close your Account in accordance with clause 13.1.

14. Banking Code of Practice

- 14.1 Rabobank has adopted the Banking Code of Practice as published by the Australian Bankers' 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 Account, the provisions of the Banking Code of Practice apply to that Account.

15. Successor and assign

- 15.1 A person includes the trustee, executor, administrator, successor in title and assign of that person. You are not entitled to assign your interest in the Account.

16. Officers of Rabobank who may sign a notice

- 16.1 Any statement, demand or notice from us will be effective including if it is signed by us, any director or secretary of us, any employees of us whose title includes the word 'manager', our solicitor or any person authorised by any of the above.

17. Delay or waiver

- 17.1 Our failure to enforce, at any time or for any duration of time, any of our rights in respect of these Terms and Conditions will not be a waiver of our rights.

18. Severability of provisions

- 18.1 If any provision of these Terms and Conditions is held to be invalid, unenforceable or illegal for any reason, it will be severed and the remaining provisions must not in any way be affected or impaired and these Terms and Conditions must be construed so as most nearly to give effect to the original intent of the parties.

19. Applicable law

- 19.1 These Terms and Conditions are governed by the law of the state or territory in Australia in which the branch of Rabobank through which the Account was obtained is situated. The parties irrevocably and unconditionally submit to the nonexclusive jurisdiction of the courts of that place.

20. Investigating and resolving errors, unauthorised use and other matters

- 20.1 You must report errors, unauthorised use or any other problem (including if you want to query an entry on a statement) as soon as possible after you discover them. You can make reports by either:
- (a) Calling 1800 025 484; or
 - (b) advising any of our branches.
- 20.2 We may require you to confirm your report in writing.
- 20.3 If you make a report and we cannot resolve your enquiry immediately, we will write to you to tell you what we are going to do to investigate and resolve the matter.

- 20.4 You must give us all relevant information that you have about the matter you have reported. We will tell you if there is anything else you must do to help us investigate the matter.
- 20.5 We will write to you within 21 days after you give us the information you have about the matter. We will tell you whether we have completed our investigation or whether we need more time.
- 20.6 We should complete our investigation within 45 days after you give us the information you have about the matter. If there are exceptional circumstances that prevent us from doing so, we will write and tell you what these are. In addition, we will give you monthly progress updates if our investigation continues beyond 45 days and advise you in these updates when a decision can reasonably be expected (unless we have asked you for a response and are still waiting for that response).
- 20.7 When we complete an investigation, we will write to you promptly and tell you:
- (a) the outcome of the investigation; and
 - (b) the reasons for the outcome. If we can resolve the problem to your and our satisfaction immediately, we may not write to you.
- 20.8 If we decide that the Account has been wrongly credited or debited, we will adjust the Account promptly (including any interest, fees or Government Charges). We will write and tell you the amount by which the Account has been credited or debited.

21. Trustees

- 21.1 This clause shall apply where you own this Account as trustee of a trust, whether or not disclosed to us (called the "Trust").
- 21.2 You represent and warrant to us that for the duration of the Account:
- (a) the Trust is validly created and existing, no circumstances exist by which it may be determined and no date within the duration of the Account for the vesting of any of the Trust's assets has been appointed;
 - (b) you are validly appointed as a trustee of the Trust, are not in breach of your obligations as trustee and no circumstances exist by which you may be removed;
 - (c) the Account is opened and operated (including the execution of all related documents) pursuant to and in proper exercise of your powers as trustee of the Trust and all formalities required have been complied with;
 - (d) you are entitled to be fully indemnified out of the Trust's assets for your liability under the Account and have not charged your right of indemnity to any other person;
 - (e) you are a legal owner of all the assets of the Trust;
 - (f) there is no dispute in relation to the Trust or the Trust assets; and
 - (g) you are empowered to carry on the business as now conducted or contemplated, and to own the property and assets, in your capacity as trustee of the Trust, and there is no restriction or condition upon such activity by you.
- 21.3 You must not, without our consent:
- (a) cease to be the trustee of the Trust or do anything which would cause or enable your removal;
 - (b) cause or permit the Trust to be determined or a vesting date to be appointed;
 - (c) do, permit, or not do or permit anything which adversely affects your right of indemnity out of the Trust assets;
 - (d) vary or permit to be varied the terms of the Trust;
 - (e) resettle, set aside, distribute or dispose of any Trust assets; or
 - (f) delegate any of your powers as trustee of the Trust or exercise any power of appointment.
- 21.4 You must, at our request, provide full financial and other details of the Trust.
- 21.5 You irrevocably and unconditionally grant us security over the Trustee's rights against the Trust assets (including the Trustee's right of indemnity) in order to recover any money not paid on time in connection with the Account.
- 21.6 Your liability in connection with the Account is not limited or otherwise affected by either you being a trustee or the extent of your ability to indemnify yourself out of the assets of the Trust.
- 21.7 You agree to notify us of, and at least 5 days before, any distribution, vesting, transfer or payment of trust assets made from the Account in favour of a beneficiary of the trust and comply with any reasonable instruction we notify you of. Such a notice will include providing us with the name of the beneficiary (if not provided previously). We may provide further instructions to you to provide us with additional information about the beneficiary before the distribution, vesting, transfer of payment in order for us to comply with Applicable Regulations.

22. Anti-Money Laundering and Sanctions

- 22.1 You acknowledge that we may delay, intercept, block or refuse to make a payment and will provide you with reasonable notice to the extent we are able to do so if we believe on reasonable grounds that making a payment may breach any law in Australia or any other country (including, without limitation, legislation relating to anti-money laundering and Sanctions laws), and we will not incur any liability if we do so.
- 22.2 You represent and warrant to the best of your knowledge, having made due enquiries that neither you (or an Associate of yours) is a Restricted Party or has violated or is violating any applicable Sanctions.
- 22.3 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 Regulations (including, without limitation, in order to comply with our anti-money laundering or Sanctions obligations), 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 Regulations.
- 22.4 You declare and undertake to us that you will not:
- knowingly instruct us to make payment of monies that will breach any laws in Australia or any other country (including any Sanctions laws or involve any dealing with a Restricted Party); or
 - engage in any activity, transaction or conduct that is likely to cause you or an Associate to be in breach of any Sanctions or becoming a person subject to Sanctions.
- 22.5 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 our banking services.

23. Tax File Number (TFN) and Withholding Tax

- 23.1 We are authorised to request and collect your TFN under the Income Tax Assessment Act 1936 (Cth), however you do not have to provide your TFN to us.
- 23.2 If your Account earns deposit interest in a tax year, and you have not provided us with your TFN or Australian Business Number ("ABN") where applicable), we may be required to deduct withholding tax from the interest earned on your Account at the highest marginal tax rate plus Medicare levy and remit this to the Australian Tax Office ("ATO").
- 23.3 You will need to contact the ATO or your tax agent for information on what you can do about any withholding tax that has been deducted from your Accounts.
- 23.4 Withholding tax on interest may be payable by non- residents at the time the interest is paid.

24. Privacy

- 24.1 We will handle the personal data we obtain and hold as set out in our Privacy Policy (available on our Website or in hard copy upon request) and the Privacy Notice and Acknowledgment which formed part of the application process for your product.
- 24.2 You understand and acknowledge that that we will collect, use, hold and disclose personal data in the manner we have set out, both at the time of application and ongoing during our relationship with you.

25. Financial Claims Scheme

- 25.1 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.
- 25.2 Information about the FCS can be obtained from the FCS website at www.fcs.gov.au.

26. Questions and complaints

- 26.1 If you have a query, compliment or complaint, please contact us by visiting our Website, calling us on 1800 025 484, 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.

27. Intermediary Fee

- 27.1 Where an Intermediary is involved in introducing you to the Account, and you have agreed to pay your Intermediary a fee based on your opening deposit amount and balance ("**Intermediary Fee**") and you agree for us to collect this

Intermediary Fee from the interest applied to your Account, we may, on your instruction, pay the amount you specify directly to your Intermediary on your behalf.

- 27.2 If you have nominated your Intermediary to be an Authorised Signatory, you authorise us to disclose details regarding the Account, to the Intermediary.
- 27.3 The Intermediary Fee payable (if any) is the rate charged by the Intermediary (as agreed between the Intermediary and you). This Intermediary Fee will be confirmed with you in writing. On your prior instruction, the Intermediary Fee will be deducted from the interest we pay on the Account.
- Worked Dollar Example (for illustration only): If we quote a rate of 3% to the Intermediary and your Intermediary instructs us that you agree to receive 2.90%. Then the Intermediary will receive the difference of 0.10% (3.00%-0.10%). A deposit of \$20,000 held for 1 year with interest at 2.90% p.a. (assuming the interest rate remains constant) will earn \$580 interest paid to you and \$20 (0.10% x \$20,000) which is paid to the Intermediary as an Intermediary Fee.
- 27.4 We will not pay any amount of Intermediary Fee if it is prohibited by any relevant laws to do so.
- 27.5 We will not pay any amount of Intermediary Fee to your Intermediary if during any interest payment cycle the amount of the Intermediary Fee exceeds the amount of interest accrued on your Account.
- 27.6 Contact your Intermediary or us for further details regarding this Intermediary Fee.

28. Conditions Specific to Cash Management and Premium Cash Management Accounts Rabobank Visa Debit Card

- 28.1 If we issue a Card to you for use on the Account, this clause applies together with the Rabobank Visa Debit card Conditions of Use, which we issue to you when you open the Account.
- 28.2 Use of the Visa Debit Card can, in some cases, involve a short-term deferral of a debt. This may result in the Account being overdrawn for a period, which period must not exceed 62 days.
- 28.3 If we accept your request to issue a subsidiary Visa Debit Card to an Authorised Signatory, you will be responsible for the use of that Visa Debit Card by the Authorised Signatory, including for debts incurred by using it on your Account, as if it were your Visa Debit Card. You should advise the Authorised Signatory to comply with the Rabobank Visa Debit Card Conditions of Use.
- 28.4 You can request to cancel a subsidiary Visa Debit Card by giving us written notice. However, you remain liable for any debt that the subsidiary cardholder incurs until Rabobank processes the request to cancel the subsidiary. You will not be liable for the continuing use of a subsidiary Visa Debit Card after the Rabobank has processed the request to cancel the subsidiary Visa Debit Card.

Rabobank Internet Banking Service

- 28.5 If we allow you to access the Account via Rabobank Internet Banking, the Rabobank Internet Banking Conditions of Use apply. You will be given these when you open the Account and also when you first log on to Rabobank Internet Banking.

29. Conditions Specific to Term Deposits Confirmation of Deposits

- 29.1 We will confirm our acceptance of an application in writing, either electronically by sending an email to your nominated email address or by letter to your nominated postal address, and will include details of the date of acceptance, amount invested, interest rate, interest payment frequency and maturity date as applicable.

Maturity of a Term Deposit

- 29.2 If the maturity/rollover date of your Term Deposit falls on a non-Business Day, you agree to the revised maturity/rollover date to be the next Business Day. If the Term Deposit matures on a non-Business Day, the value date of these transactions will be backdated to the maturity date.
- 29.3 After receiving an instruction for repayment, the funds will be repaid to the Nominated Account.
- 29.4 If no such instructions are received prior to maturity and there is an existing Call Deposit in the same name(s), the funds will be deposited in that Call Deposit. Otherwise, the funds will be invested in a new Call Deposit, at the then current rate applicable to Call Deposits, in accordance with our then current terms and conditions for Call Deposits.
- 29.5 As soon as practicable prior to maturity, we 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 you seek reinvestment in another Deposit or repayment of the maturing funds (and interest).

Early Withdrawal of a Term Deposit and a Term FMD

- 29.6 When you invest in a Term FMD or Term Deposit, 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 or Term Deposit prior to maturity unless financial hardship applies as defined by us.
- 29.7 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 us.
- 29.8 The 31 day notice period applies to Term FMDs or Term Deposits unless you can show that you need access to your funds earlier due to financial hardship. If you need earlier access to funds prior to maturity due to financial hardship, you need to provide us with details to enable us to assess whether your case qualifies for an earlier withdrawal under our financial hardship policy.
- 29.9 If you may have a need in the future to immediately withdraw or transfer funds in your Term FMD or Term Deposits, other Rabobank deposit products may be more appropriate.
- 29.10 If you reinvest in another Term FMD or Term Deposits, you may withdraw the funds or change your reinvestment instructions in the new Term FMD without incurring a fee or incurring a reduction in the return at any time during the Grace Period after the maturity date of the Account. You may only make one withdrawal or change your instructions without incurring a fee or reduction in the return during the Grace Period. If you consent to your Term FMD or Term Deposit rolling over at maturity, it may roll over into a Term FMD or Term Deposit with a lower interest rate.
- 29.11 If you wish to break part or all of a Term FMD or Term Deposit prior to maturity, please contact our Client Services Unit on 1800 025 484, or email our Client Services Unit at Sydney.client.service@rabobank.com, from your nominated email address if you require assistance. Rabobank will provide a verbal quote, which includes an early withdrawal value of the Term FMD or Term Deposit, less any interest adjustment or break cost. You have to agree to the quote prior to the Term FMD or Term Deposit being withdrawn. The quote remains open for acceptance until the applicable cut off times (as advised on the Website) on the day the quote was generated. If the quote is not accepted by you by the applicable cut off times (as advised on the Website), a new quote will need to be generated. The early withdrawal value of the Term FMD or Term Deposit, less any interest adjustment or break cost, will be paid to the Nominated Account.
- 29.12 For Term FMDs or Term Deposits we will apply an early withdrawal fee, the amount of which will be equivalent to reducing the interest rate on your Term FMD or Term Deposit according to the following calculation:

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

Example: You have a \$20,000 Term FMD or Term Deposit 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).

- 29.13 For all Term FMDs or Term Deposits, the principal and any interest payable (less any early withdrawal fee or break cost) upon early termination will be repaid by transfer to the Nominated Account. If we have already paid you periodic interest on your Term FMD or Term Deposit to the Nominated 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.

30. Conditions Specific to Call Deposits Withdrawals from Call Deposit

- 30.1 A withdrawal will be dated the same day as the request if the request is received by Rabobank prior to 3.00pm Sydney time on a Business Day. In this case, the funds will be transferred from Rabobank prior to the next business day to the Nominated Account. Otherwise, the withdrawal may not occur until the next Business Day.

31. Conditions Specific to Farm Management Deposits Confirmation of an FMD

- 31.1 We will confirm our acceptance of an application in writing, either electronically by sending an email to your nominated email address or by letter to your nominated postal address, and will include details of the date of acceptance, amount invested, interest rate, interest payment frequency and maturity date as applicable.

Charges over an FMD

- 31.2 You must not create or agree to create a charge or other encumbrance or security interest over your Rabobank FMD as security for an amount payable by you or any other person to us or to any other person.

Variable FMD

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

Maturity of a Term FMD

- 31.5 If your maturity/rollover date of your Term FMD falls on a non-Business Day, you agree to the revised maturity/rollover date to be the next Business Day. If the Term FMD matures on a non-Business Day, the value date of these transactions will be backdated to the maturity date.
- 31.6 As soon as practicable, prior to maturity of a Term FMD, we 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 you seek reinvestment in another FMD or repayment of the maturing funds (and interest). If interest is deposited into an FMD account it means, strictly speaking, that the FMD ceases to be eligible for tax concessions.
- 31.7 After receiving an instruction for repayment, the funds will be repaid to the Nominated Account.
- 31.8 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, in accordance with the same terms and conditions and in the same manner of operation, except to the extent reasonably determined by Rabobank.

Early Withdrawal of a Term FMD

- 31.9 Please refer to clauses 29.6-29.14.

Rabobank Account Consolidation

- 31.10 We may combine two or more existing eligible FMD accounts at your request. To be eligible for consolidation, the Depositor must, immediately before the consolidation occurs, have:
- held each of the FMDs for at least 12 months; and
 - claimed a tax deduction for that amount of the existing FMD that has been requested to be consolidated.
- 31.11 If multiple FMDs are consolidated into a new FMD, you will be entering into a new agreement with us and a separate FMD Consolidation Form must be completed.

When the FMD must be repaid

- 31.12 All FMDs must be repaid by the Bank if you, or if you are a trustee, the beneficiary on whose behalf you are making the deposit:
- dies;
 - becomes bankrupt; or
 - ceases to carry on a primary production business in Australia for a period of 120 days or more.

32. Statements to be read by Farm Management Depositors

- 32.1 The information below does not constitute all of the information that should be read by a Farm Management Depositor, as additional requirements are set out in the Income Tax Assessment Act 1997 (Cth) and the Income Tax Assessment 1997 Act (Cth) Regulations 2021.
- 32.2 Please also consider your eligibility requirements on the ATO's webpage on FMD and FMD schemes (<https://www.ato.gov.au/Business/Primary-producers/In-detail/Farm-management-deposits-scheme/>), as well as

Division 393 of the *Income Tax Assessment Act 1997* (Cth) and Division 393 of the *Income Tax Assessment 1997 Act* (Cth) Regulations 2021 to understand all of the legal requirements for holding a FMD account.

Authorised Deposit Taking Institution

32.3 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

32.4 The farm management deposits scheme is designed to allow individuals carrying on a primary production business in Australia, 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 *Income Tax Assessment Act 1997* (Cth).

Tax consequences for Farm Management Deposits

32.5 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

32.6 Some of the requirements for farm management deposits are summarised below. There are also other requirements set out in the *Income Tax Assessment Act 1997* (Cth). 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.

- (a) The owner must be an individual who is carrying on a primary production business in Australia when the deposit is made.
- (b) The deposit must be made by only one individual and on behalf of only one individual.
- (c) Rights of the Depositor are not, and must not be, transferable to another entity.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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

32.7 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) 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
- (b) because the circumstances specified in subsection 393-40(3) of the *Income Tax Assessment Act 1997* or in regulations made for the purposes of that subsection, relating to repayment in the event of severe drought, exist; or
- (c) because the circumstances specified in subsection 393-40(3A) of the *Income Tax Assessment Act 1997* or in regulations made for the purposes of that subsection, relating to repayment in the event of a natural disaster, exist.

Additional information

32.8 Additional Information:

- (a) The minimum deposit threshold is \$1,000.
- (b) The maximum deposit limit is \$800,000 in total in Farm Management Deposit accounts across all financial institutions.
- (c) 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.
- (d) The amount of any repayment of the deposit must be at least \$1,000, except where the entire amount of the deposit is repaid.
- (e) The taxable non primary production income for the year of income must not exceed \$100,000.
- (f) If the Depositor has provided neither the Depositor's tax file number, any repayment will be subject to the withholding rate, which is the sum of:
 - (i) the top marginal tax rate for the income year in the year of deposit currently 45%; and
 - (ii) the Medicare levy currently 2%.
- (g) If the deposit is used to offset a liability to pay interest on debts to the FMD provider that do not wholly relate to a primary production business that the owner (or a partnership of which the owner is a partner) carries on, the owner is liable to an administrative penalty of up to 200% of that offset.

33. Interpretation

- 33.1 A reference to an agreement or document is to the agreement or document as amended, supplemented, novated, restated or replaced from time to time.
- 33.2 Unless the context otherwise requires, a word which denotes: the singular includes the plural and vice versa;
 - (a) any gender includes the other genders;
 - (b) a person includes an individual, a body corporate, a firm and a government; and the whole includes any part.
- 33.3 A reference to a statute, regulation, order, by-law or other legislation is a reference to the statute, regulation, order, by-law or other legislation as amended, consolidated, re-enacted, substituted or extended from time to time.
- 33.4 Headings and the table of contents must be ignored in the interpretation of these Terms and Conditions.
- 33.5 The word "including" and other similar words do not imply any limitation.

34. Definitions | Important Words and their meanings

Unless the contrary intention appears, the following are important words in these Deposit Accounts Terms and Conditions, the Rabobank VISA Debit Card Conditions of Use and the Rabobank Internet Banking Conditions of Use:

Account refers to each deposit account you hold with Rabobank (i.e. a Cash Management Account, Premium Cash Management Account, Call Deposit, Term Deposit, Variable Farm Management Deposit or Term Farm Management Deposit).

Applicable Regulation(s) means all laws, rules, codes, 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, the Common Reporting Standard (CRS), the U.S. Foreign Account Tax Compliance Act (**FATCA**), anti- money laundering legislation and Sanctions laws.

Associate has the meaning given in section 50AAA of the Corporations Act 2001 (Cth).

At-Call Account means a Cash Management Account, Premium Cash Management Account, Call Deposit, or FMD Variable Account, where you can access your money on request.

Attorney means an individual who is authorised to act on your behalf in respect of financial matters under a power of attorney, or guardianship or administration order issued by a court or tribunal.

Authorised Signatory means any person named as such on an application form or subsequently notified by you and accepted by us to operate an Account.

Available Funds means, at any time, any credit balance of the Rabobank Account and any overdrawn under clause 3.10.

Bank@Post means the banking service provided by Australia Post.

Bank, Rabobank, we, our and us mean Rabobank Australia Limited (ABN 50 001 621 129, AFSL 234 700), its staff, contractors and agents, and its successors and assignees.

BPAY® allows you to make payments from your Account through online banking to organisations (Billers) who tell you that you can make payments to them through the BPAY Scheme.

Business Day means a day which is not a Saturday, Sunday, or an Australian national public holiday.

Business Hours means 8am – 6pm (Australian Eastern Standard Time).

Call Deposit means a deposit with Rabobank that has no fixed term and a variable interest rate.

Cash Management Account and Premium Cash Management Account means a deposit account with transactional capabilities issued by us.

Depositor means the Applicant who is making the deposit into the Term FMD or the Term Deposit who may or may not necessarily be the “Owner” of the Term FMD or Term Deposit Account.

Direct Credit means when you have funds paid directly into your Account from a Third Party.

Direct Debit means a transaction initiated by us or a Third Party under a direct debit authority.

Electronic Address means an electronic address you have provided including an email address, a mobile phone number we may send text messages to or any other method we have agreed with you to communicate electronically.

Electronic Means, means telephone, facsimile, email or any other electronic means, but does not include the use of a Visa Debit Card or Rabobank Internet Banking.

Fees Schedule means the schedule of standard fees which applies to your Account. Within the Rabobank Schedule of Standard Fees and these Deposit Accounts Terms and Conditions there is currently only a schedule for Cash Management Account/ Premium Cash Management Account.

FMD means a Farm Management Deposit.

Government Charges means any government fees, taxes, charges or duties that may apply to the Account or the operation of the Account by you, or which we are permitted to deduct from the Account from time to time, whether or not you are primarily liable to pay them.

Grace Period means a 7 calendar day period commencing the day after a reinvestment of a Term Deposit or Term FMD which allows you to withdraw or transfer the funds in that Term FMD or Term Deposit without paying any termination fee or incurring a reduction to your interest rate on the funds in that Term FMD or Term Deposit.

Intermediary means a licensed professional (e.g. a financial adviser or broker) who you have authorised to act to give us instructions and to receive communications from us, on your behalf.

Nominated Account means an active account you request a direct debit to be processed from or to your Account. This account may also receive interest and/or principal from your Account.

OFAC means the Office of Foreign Assets Control of the United States Department of Treasury.

Owner relates only to Farm Management Deposits and has the meaning given by section 393 25 of the *Income Tax Assessment Act 1997* (Cth) Act, and is:

- ii. 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
- iii. 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; or
- iv. a primary production business.

Pay Anyone means a payment facility which allows you to make a payment from your Rabobank Account to a third party's bank account by entering a BSB and account number.

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

Rabobank Group includes Coöperative Rabobank U.A. (incorporated in the Netherlands) and its related entities.

Restricted Party means a person, or a person owned or controlled (directly or indirectly) by a person, that is:

- (a) listed on any Sanctions List or is otherwise a subject of Sanctions;
- (b) located in or organised under the laws of a country or territory which is a subject of country-wide or

territory-wide Sanctions or whose government is the subject of country or territory wide Sanctions (including, without limitation, at the date of the Agreement, Crimea, Cuba, Donetsk, Luhansk, Iran, Sudan, Syria or North Korea); or

(c) acting on behalf of any of the persons listed under paragraphs (a) or (b) above.

Sanctions means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced from time to time by a Sanctions Authority.

Sanctions Authority means the governments and official institutions or agencies of any of paragraphs (a) through (f) below, including, the Australian Sanctions Office, OFAC, the Council of the European Union, the United States Department of State and HM Treasury:

(a) Australia;

(b) the Security Council of the United Nations;

(c) the US;

(d) the European Union (including all of its member states, including the Netherlands);

(e) the United Kingdom; and

(f) any country in which the Account Owner or its Associate is incorporated or in, from or to which it conducts its business.

Sanctions List means any list of specifically designated persons, entities (or equivalent) or countries maintained by, or public announcement of Sanctions designation made by a Sanctions Authority, each as amended, supplemented or substituted from time to time.

Term Deposit means a deposit opened with us with a fixed term of between 1 month and 5 years, and a fixed interest rate for the term if held to maturity.

Term FMD means a Farm Management Deposit with a fixed term of between 1 month to 2 years and a fixed interest rate for the term if held to maturity.

Variable FMD means a Farm Management Deposit that has no fixed term and has a variable interest rate.

Visa Debit Card means a Rabobank VISA Debit Card which we issue to you for use on an Account that allows for this facility.

Website means the Rabobank Australia website at www.rabobank.com.au.

You and your means the person(s) who own the Account.

Rabobank Australia Group Head Office

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

Client Services

Phone: 1800 025 484
If you are calling from overseas: +61 2 8268 4511

www.rabobank.com.au





Rabobank Internet Banking

Conditions of Use

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

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Important Information

The table below sets out some important clauses contained within the Rabobank Internet Banking Conditions of Use. This information does not describe the terms and conditions comprehensively. Please ensure you also read and understand the terms and conditions in full and not just the summary provided here.

Clause reference	Important Information
10	<p>Limitation of liability – unauthorised access</p> <p>Please be aware that you may be responsible for losses that occur on your Account as a result of unauthorised access if you contribute to the unauthorised access or unreasonably delay notifying us of certain matters causing an unauthorised transaction(s). Please refer to clause 10 of these Conditions of Use.</p>

Introduction

These Rabobank Internet Banking Conditions of Use contain the conditions of use which apply to your access to and use of Rabobank Internet Banking. Please read carefully through the Conditions of Use now. If you do not understand any part of them, please contact our staff via the Rabobank Internet Banking Info Line on 1800 640 442 in Australia, or if you are overseas on +61 2 8115 2002. It is important that you know your rights and obligations when accessing and using Rabobank Internet Banking.

In order to use Rabobank Internet Banking, you must agree to accept these Conditions of Use by clicking on the “Accept” button at the end of these Rabobank Internet Banking Conditions of Use (upon login). If you do not agree with any of these Conditions of Use, click on the “Decline” button (upon login). If you do that, you will not be able to proceed further into the Rabobank Internet Banking site and will not be able to access or use Rabobank Internet Banking.

These Conditions of Use form part of the terms and conditions relating to the account and should be read together with any other terms and conditions which apply to the individual accounts or products affected by your use of Rabobank Internet Banking (the product terms and conditions) and, if you have a Line of Credit, any Line of Credit Contract. Together these govern your access to and use of the Services. These Conditions of Use are to be read together with and, to the extent of any inconsistency, override the product terms and conditions in relation to Rabobank Internet Banking. To the extent of any inconsistency between these documents, these Conditions of Use will prevail.

Subject to clause 14 of these Conditions of Use, the Rabobank Internet Banking Conditions of Use published on the Website at any time represent the current Conditions of Use and replace any other Rabobank Internet Banking Conditions of Use published on the Website or issued in any other form prior to that date.

You should refer back to these Conditions of Use from time to time to ensure that you are aware of the basis upon which the Services are made available to you.

The meaning of important terms used in these Conditions of Use is set out in the Glossary in clause 19 of these Conditions of Use.

Conditions of Use

1. Application of Conditions of Use

We only allow you to access and use Rabobank Internet Banking and the Services in accordance with these Conditions of Use. All Instructions received are governed by these Conditions of Use and the terms and conditions of the accounts accessed using Rabobank Internet Banking.

We are a member of the BPAY® Scheme. The BPAY Scheme is an electronic payments scheme through which you can ask us to make a payment on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPAY Scheme (BPAY Payments). The BPAY Scheme is only available in respect of Rabobank All in One Accounts and Cash Management Accounts opened in Australia.

We will tell you if we are no longer a member of the BPAY Scheme.

There are special conditions that apply to the use of the BPAY Scheme. These special conditions are contained in clauses 11, 12 and 16 of these Conditions of Use.

2. How we act on your instructions (See also clause 11 for additional special conditions that apply to BPAY Payments)

Until you notify us in accordance with these Conditions of Use that you think your Username, PIN, Mobile Device or Token has been compromised, or that you wish to terminate your access to the Services, we may act on any instructions received that are sent using your Username, PIN and Token Code or your Mobile Device and PIN (Instructions).

If you have authorised another person to have access to your accounts using Rabobank Internet Banking, until we are notified in accordance with these Conditions of Use that that person's Username, PIN, Mobile Device or Token has been compromised or that that person's access to Rabobank Internet Banking is terminated, you are also liable:

- for any Instructions we act upon that are sent using that person's Username, PIN and Token Code or your Mobile Device and PIN; and
- for any material breach of these Conditions of Use by that person, including if that person contributes to an unauthorised access to an account under clause 10 below.

If you authorise another person to have access to your accounts using Rabobank Internet Banking, that person will be able to access and transact on all of your accounts which are able to be accessed using Rabobank Internet Banking.

We will act on Instructions on the Business Day we receive them if those instructions are received by the relevant payment cut-off times; please refer to the Rabobank Internet Banking FAQ on our website or refer to the Rabobank Internet Banking online help for payment, transfer and interest rate booking cut-off times.

We may act on Instructions received after these times on the next Business Day. Instructions received on a day which is not a Business Day may be acted on by us on the next Business Day.

If we permit you to instruct us to carry out a transaction on a future date we will act on your Instructions on that date, unless that date is a day which is not a Business Day, in which case we will act on the Instructions on the next Business Day after that date. You must be careful to ensure that you tell us the correct amount you wish to pay.

If you request us to make a payment and after we have made that payment you determine you quoted an incorrect amount or recipient account, you agree to promptly inform us. We will use our best endeavors to assist you to rectify this.

If you have instructed us to carry out a transaction other than a BPAY Payment, and subsequently wish to revoke that Instruction, we will use our best endeavours to carry out your subsequent request.

For confirmation and security purposes, we may send you notifications by text message to the mobile phone number listed on your account when you give us certain instructions through Rabobank Internet Banking e.g. when you add or amend a payee, or when you make a one-off payment to a new payee.

3. When we may refuse to carry out a transaction, and suspension and termination of the Services

We may place daily or other limits on the amount or value of transactions we permit to be carried out using the Services. This may affect your ability to make a Payment using the Services. There is a default daily limit of \$300,000 across all accounts to which you have access when you use the Services via Rabobank Internet Banking on the Website, and a daily limit of \$25,000 across all accounts to which you have access when you use the Services via the Rabobank Mobile App. We may agree to change the daily limit if you request us to make a change.

We may from time to time, suspend or terminate your access to the Services for security or fraud prevention reasons, to protect the integrity or security of our website, to comply with our legal obligations, if you fail to comply with a material requirement of these Conditions of Use, for maintenance or for reasons beyond our control such as internet outages or material unexpected changes in the markets we operate in. We can do so without prior notice to you where there is a material and immediate risk, however where possible we will give you advance notice. During a period of suspension or termination of the Services, we may not be able to act on any Instructions received from you. You can contact us for information on options to re-instate your access.

We may impose any conditions or restrictions on your use of the Services if, in our reasonable opinion, you have transmitted content, including via any payment method (for example, text in payment descriptions), which is inappropriate, including content which:

- uses crude, disrespectful or insulting language;
- is discriminatory, defamatory or otherwise unlawful;
- threatens or promotes physical violence;
- threatens or promotes psychological violence or mental harm; or
- is intimidating, threatening, abusive or harassing in nature.

When, in Rabobank's reasonable opinion, there is a material and immediate risk, we can terminate access to the Services without prior notice to you. If Rabobank terminates access to the Services without prior notice to you, we will provide you with written notice as soon as reasonably possible after the action has been taken.

You may terminate your access to the Services, or that of any person authorised by you to use the Services, by giving us notice in writing. This notice is not effective until it is received by us and may be given by the Secure Message function of Rabobank Internet Banking.

We may refuse to carry out a transaction or act on Instructions if:

- You have informed us in writing that you wish to terminate access to the Services or if you are authorised by another person or persons to use the Services, that person or persons has withdrawn your authorisation to use the Services;
- You have informed us or we reasonably believe that your Username, PIN, Mobile Device or Token has been compromised or is being used or may be used in a way that will cause losses to you or us; or
- The Instructions involve a transfer or other transaction which would exceed the funds available for the transfer or transaction or any daily or other limit we may place on use of the Services.

If, for any reason, any of the Services are unavailable, we recommend that you take steps to carry out any transaction through alternative means.

4. Token ownership and replacement

The Token at all times remains the property of Rabobank and you agree to return it to us on:

- Request by us;
- Termination of your access to Rabobank Internet Banking;
- Closure of all of your accounts accessible by Rabobank Internet Banking;
- If you are authorised by another person or persons to use the Services, that person or those persons withdrawing your authorisation to use the Services; or
- The issue to you of a replacement Token.

We may disable a Token or your access to the Rabobank Mobile App (i.e. prevent it from being used to access Rabobank Internet Banking) for security or fraud prevention reasons including if we suspect that a person who is attempting to access Rabobank Internet Banking is not authorised to do so, to comply with our legal obligations or if required for compliance with our systems.

You must pay for the replacement of a Token at your request unless it expires. The Rabobank Internet Banking Token Replacement Fee is set out in the Fees Schedule which applies to the individual account affected by your use of the service. You may obtain a copy of the schedule at any branch.

After a period of time, Tokens must be replaced. We will issue you with a replacement Token at the appropriate time.

5. Accuracy of information

We take all reasonable steps to ensure that the information that we make available to you through Rabobank Internet Banking is correct and updated regularly at the intervals we specify from time to time. Subject to any warranties implied by law that cannot be excluded (for example, the statutory warranties that services will be rendered with due care and skill and will be fit for their purpose), we will not be liable for or in connection with any inaccuracy, errors or omissions in that information save for where caused by our fraud, negligence or wilful misconduct, or that of our employees, contractors or agents.

6. Checking account records

You should check your account records carefully and promptly report to us as soon as you become aware of any transactions that you think are in error or are transactions that you or anyone you have authorised to have access to your accounts using Rabobank Internet Banking did not authorise, or you become aware of any delays in processing your transactions.

7. What you should do if you think we have made a mistake

7.1 You should report errors, unauthorised use or any other problem (including if you want to query an entry on a statement) as soon as possible after you discover them. You can make reports by either:

- telephoning 1800 025 484; or
- advising any of our branches.

We may require you to confirm your report in writing.

7.2 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.

8. Protecting your Username, PIN, Mobile Device, Token and Token Code

It is essential that you take all reasonable steps to protect the security of your Username, PIN, Mobile Device, Token and Token Code, including by:

- (a) Not keeping a written record of your Username or PIN. However, if you do keep a record of your Username or PIN, you must ensure that they are kept in secure places separate from each other and your Token, Mobile Device and anything which may identify you or your accounts.
- (b) Keeping your Token in a secure place separate from any record of your Username or PIN and anything which will identify you or your accounts. This also means that you must not give your Token to anyone else.
- (c) Ensuring that no one else knows your Username, PIN or Token Code or can access Rabobank Internet Banking using your Username, PIN, Mobile Device or Token Code.
- (d) Taking care when using the Services that no one can see you enter your Username, PIN, Mobile Device or Token Code.
- (e) Selecting a PIN that is not easily guessed and changing it reasonably frequently.
- (f) Not allowing any other person's biometric identifiers (including but not limited to fingerprints, facial recognition and voice recognition) to be stored on your Mobile Device, as this person may then be able to view, and make unauthorised transactions on, your accounts.

If at any time you suspect that:

- (i) You have lost your Token, Mobile Device or a record of your Username or PIN or they have been stolen;
- (ii) Someone else may know your Username, PIN or Token Code; or
- (iii) Someone may have accessed your Rabobank accounts without your authority,

you must immediately inform us by telephoning our Rabobank Internet Banking Info Line on 1800 640 442 in Australia, or if you are overseas +61 2 8115 2002. If you telephone us outside our normal office hours you may be asked to leave a message. You must give your full details when you leave a message so that we may act upon your instructions at the earliest opportunity.

If you do not follow the requirements of this clause, you may be responsible as set out in clause 10 for any losses which arise as a result of unauthorised access to Rabobank Internet Banking.

9. Confirmation of Payee

- 9.1 The purpose of the Confirmation of Payee service is to allow a person making a payment to confirm the account name of the BSB and account number the payment is being made to.
- 9.2 For a payment you make using a BSB and account number, it is your responsibility to ensure the BSB and account number you want to pay to is correct. The Confirmation of Payee Service may provide you with a view on the likelihood that the account name you enter matches the account. If the Confirmation of Payee Service response indicates that the details do not look right, you should check the account details with the intended recipient before proceeding with the payment.
- 9.3 You must not misuse the Confirmation of Payee Service, for example, by using it for a purpose other than the purpose described in this clause or in breach of these terms and conditions. We may limit, suspend or terminate your access to Services (including the use of the Confirmation of Payee Service) if we believe you are (or have been) misusing the Confirmation of Payee service or it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activities that might cause you or us to lose money.
- 9.4 We will ensure your Account Details are accurately recorded by us for the use of the Confirmation of Payee service.

- 9.5 You acknowledge that:
- Rabobank may use and disclose your Account Details in the Confirmation of Payee service; and
 - payers' financial institutions may use your Account Details for the purposes of the Confirmation of Payee service and prior to making payments to you.
- 9.6 You may opt-out of the Confirmation of Payee service in some circumstances. Please contact us on 1800 445 445.
- 9.7 Notwithstanding opt-out of the Confirmation of Payee service, you acknowledge that Rabobank may confirm, disclose, store and use your Account details through the Confirmation of Payee service to government agencies for the purposes of making a payment to you by government agencies.
- 9.8 You may provide alternative names to be recorded on your Account in some circumstances. Please contact us on 1800 445 445.

10. Liability for unauthorised transactions (other than BPAY Payments)

This clause sets out when you may be responsible for losses which occur as a result of unauthorised access to your accounts, or if you unreasonably delay notifying us of certain matters.

- (a) You will not be liable if you did not unreasonably delay to tell us that any of your Username, PIN, Mobile Device, Token or Token Code may have been misused, lost or stolen, or become known to someone else and any transactions were carried out without your knowledge or consent.
- (b) If you contribute to the unauthorised access because you fail to protect your Username, PIN, Mobile Device, Token or Token Code, including because you fail to comply with clause 8 of these Conditions of Use, then you are liable for any losses up to the least of:
- the total loss up to the time that we are told that your Token, Mobile Device or a record of your Username or PIN has been lost or stolen or someone else may know your Username, PIN or Token Code or that someone may have accessed your Rabobank accounts without your authority; or
 - the total of the amounts you could have withdrawn, paid or transferred from the account(s) accessible by you using Rabobank Internet Banking on each of the days that your Username, PIN, Mobile Device, Token or Token Code is used without your permission up to the end of the day we are told that your Token or a record of your Username or PIN has been lost or stolen or someone else may know your Username, PIN or Token Code or that someone may have accessed your Rabobank accounts without your authority; or
 - the total funds available on the account(s) accessible by you using Rabobank Internet Banking.
- (c) If you contribute to the unauthorised transaction(s) because you unreasonably delay to:
- tell us that any of your Username, PIN, Mobile Device, Token or Token Code may have been misused, lost or stolen; or
 - tell us that any of your Username, PIN or Token Code may have become known to someone else; or
 - tell us that someone may have accessed your Rabobank accounts without your authority;

then you are liable for any losses directly attributable to that delay. Your liability for these losses will not exceed the least of:

- the losses that could have been prevented between the time you became aware (or should have become aware) that your Token, Mobile Device or a record of your Username or PIN has been lost or stolen or someone else knows your Username, PIN, Mobile Device or Token Code or that someone may have accessed your Rabobank accounts without your authority, and the time we were told; or
- the total of the amounts you could have withdrawn, paid or transferred from the account(s) accessible by you using Rabobank Internet Banking on each of the days that your Username, PIN, Token or Token Code is used without your permission up to the end of the day we are told that your

Token or a record of your Username or PIN has been lost or stolen or someone else may know your Username, PIN or Token Code or that someone may have accessed your Rabobank accounts without your authority; or

- the total funds available on the account(s) accessible by you using Rabobank Internet Banking.
- (d) You are not liable for losses arising from unauthorised use that:
- occurs before you have received your Username, PIN or Token;
 - it is clear was not contributed to by you or any person you have authorised to have access to your accounts using Rabobank Internet Banking;
 - is caused by a forged, expired or cancelled Username, PIN, Token or Token Code;
 - is caused by the fraud, negligence or wilful default of us or our employees, contractors, agents', or employees of financial institutions or companies involved in networking arrangements with us; or
 - takes place after you tell us that any of your Username, PIN, Mobile Device, Token or Token Code have been misused, lost or stolen or may have become known by someone else.

11. Special Conditions of Use for the BPAY Scheme

This clause sets out additional special conditions that apply to your use of the BPAY Scheme.

- (a) You need to be registered with Rabobank Internet Banking in order to use BPAY. BPAY Payments may only be made from a Rabobank Account opened in Australia.
- (b) We are not able to accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment.
- (c) To make a valid BPAY Payment you must give us the following information:
- the Biller's name and Biller Code;
 - the Customer Reference Number;
 - the account from which the payment is to be made;
 - the amount of the payment; and
 - the date for payment.
- We will then debit your account with the amount of that BPAY Payment.
- (d) Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:
- on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our payment cut-off time on a Business Day; or
 - on the next Business Day, if you tell us to make a BPAY Payment after our payment cut-off time on a Business Day, or on a non Business Day.
- (e) Your BPAY Payment may take longer to be credited to a Biller if there is a non Business Day on the day after you tell us to make a BPAY Payment or if another participant in the BPAY Scheme does not comply with its obligations under the BPAY Scheme. While it is expected that any delay in processing a BPAY Payment for the reasons specified in this clause will not continue for longer than one Business Day, any such delay may continue for a longer period.
- (f) You acknowledge that we are not obliged to effect a BPAY Payment if you do not give us all of the above information in clause 11(c) above, or if any of the information you give us is inaccurate.
- (g) If we are advised that your BPAY Payment cannot be processed by a Biller, we will:
- Advise you of this;
 - Credit your account with the amount of the BPAY Payment; and
 - Take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- (h) Your liability for unauthorised BPAY Payments is set out in clause 12 of these Conditions of Use. If you tell us that a BPAY Payment made from your account is unauthorised, you must first give

us your written consent addressed to the Biller who received that BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

- (i) You acknowledge that the receipt of a Biller of a mistaken or erroneous BPAY Payment does not or will not constitute under any circumstances part, or whole satisfaction of any underlying debt owed between you and that Biller.

12. Liability for mistaken payments, unauthorised transactions and fraud using the BPAY Scheme

- (a) We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must promptly tell us if:
 - You become aware of any delays or mistakes in processing your BPAY Payments;
 - You did not authorise a BPAY Payment that has been made from your account; or
 - You think that you have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this clause. However, except as set out in this clause, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme, except to the extent caused by the fraud, negligence or wilful default of us or our employees, contractors or agents.

The longer the delay between when you tell us of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

- (b) If a BPAY Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Business Days of us attempting to do so, you must pay us that amount.
- (c) If a BPAY Payment is made in accordance with a payment direction, which appeared to us to be from you or on your own behalf but for which you did not give authority, we will credit your account with the amount of the unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
 - We cannot recover within 20 Business Days of us attempting to do so that amount from the person who received it, and
 - The payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.
- (d) If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced BPAY Payment. However, if that person does not refund you the amount of the fraud-induced BPAY Payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced BPAY Payment.
- (e) If a BPAY Payment you have made falls within the type described in clause 12(c) and also clause 12(b) or 12(d), then we will apply the principles stated in clause 12(c).
- (f) If a BPAY Payment you have made falls within both the types described in clauses 12(b) and 12(d), then we will apply the principles stated in clause 12(d).

- (g) You are not liable for losses arising from unauthorised use that:
 - (i) occurs before you have received your Username, PIN or Token;
 - (ii) it is clear was not contributed to by you or any person you have authorised to have access to your accounts using Rabobank Internet Banking;
 - (iii) is caused by a forged, expired or cancelled Username, PIN, Token or Token Code;
 - (iv) is caused by the fraud, negligence or wilful default of us or our employees, contractors, agents, or employees of financial institutions or companies involved in networking arrangements with us; or
 - (v) takes place after you tell us that any of your Username, PIN, Mobile Device, Token or Token Code have been misused, lost or stolen or may have become known by someone else.

13. Fees and charges

We are entitled to impose fees and charges for your use of the Services. The fees applicable to use of Rabobank Internet Banking are set out in Rabobank's schedule of standard fees which apply to the individual accounts or products affected by your use of Rabobank Internet Banking. You may obtain a copy of these schedules at any branch. Any fees and charges imposed in accordance with this clause will be notified to you, and, unless any fee or charge is the subject of a dispute between you and us, may be debited, together with all government taxes and charges imposed on transactions made using Rabobank Internet Banking, to the account to which the fee or charge relates, or if that account has insufficient funds, to any other account held by you with us.

14. Changes to these Conditions of Use and notices

- 14.1 We can change terms and conditions at any time without your agreement where allowable under unfair contract terms for 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.
- 14.2 We may publish on the Rabobank Internet Banking site any such changes to these Conditions of Use, which you must read and accept as set out in Clause 18. The date appearing next to the words "current as at" will indicate when these Conditions of Use were last updated.
- 14.3 Where possible and subject to clause 14.5, if we believe a change is unfavourable to you, then we will give you prior notice of at least 30 days.
- 14.4 If you do not wish to continue your access to the Services as a result of a variation made under this clause 14, you may cancel your access in accordance with clause 3.
- 14.5 Our obligation to give you notice does not apply if variations are required by law or in an emergency to protect the integrity or security of our website, Rabobank Internet Banking or any account. In such cases, where practicable, we will give you notice of any permanent change as soon as possible after the change is made.

15. Privacy of information you provide to us using Rabobank Internet Banking (See also clause 16 for special conditions relating to Privacy of Information you provide to us using the BPAY Scheme)

We will handle the personal data we obtain and hold as set out in our Privacy Policy (available on our website or in hard copy upon request) and the Privacy Notice and Acknowledgment which formed part of the application process for your product. You acknowledge that we will collect, use, hold and disclose personal data in the manner we have set out, both at the time of application and ongoing during our relationship with you.

16. Privacy of information you provide to us using the BPAY Scheme

If you use the BPAY Scheme:

- (a) you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
 - (i) such of your personal data (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme; and
 - (ii) such of your transactional information as is necessary to process your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution.
- (b) you must notify us, if any of your personal data changes and you consent to us disclosing your updated personal data to all other participants in the BPAY Scheme referred to in clause 16(a) above as necessary;
- (c) you can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the Glossary.

If your personal data detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment.

17. Severance

If any part of these Conditions of Use is illegal, invalid or unenforceable at law, the rest of these Conditions of Use are to be read so as to exclude any such part and will remain enforceable to their fullest extent.

18. Conditions of Use binding

You will be asked to accept these Conditions of Use as amended from time to time and be bound by them by clicking on the "Accept" button appearing when you log on to Rabobank Internet Banking, or by using any of the Services after you have been provided with access to the Conditions of Use through a Mobile Device.

19. Glossary – Meaning of important words

Account – means your account with us.

Account Details – means our record of your Account containing Account details including BSB, account number, account name, your full legal account name, any other name you prefer us to use and Account activity.

Biller – has the meaning described in clause 1.

BPAY Pty Ltd – ABN 69 079 137 518 of Level 4, 3 Rider Boulevard, Rhodes, NSW 2138 - Telephone 02 9646 9222

BPAY Scheme (BPAY) – has the meaning described in clause 1.

BPAY Payment – means a payment made using the BPAY Scheme in Rabobank Internet Banking.

Business Day – means a day that is not a Saturday, Sunday or an Australian national public holiday.

Cardlink Services Limited – ABN 60 003 311 644 of Cnr Park Road and South Parade, Auburn, New South Wales, Australia - Telephone +61 2 9646 9222.

Confirmation of Payee Service – means the service which enables a person making a payment to confirm the account name of the BSB and account number the payment is being made to.

Instructions – has the meaning described in clause 2.

Mobile Device – a mobile phone, smart phone, tablet computer or other device onto which you have installed the Rabobank Mobile App.

Payment – means all electronic transactions involving a transfer or payment of funds from your Rabobank accounts, including BPAY Payments unless specified to the contrary.

PIN – means:

- (i) the 4 digit personal identification number we issue to you to enable you to access the Services, and any version of that number changed by either you or us in accordance with these Conditions of Use; and/or
- (ii) the code or number used to protect access to your Rabobank Mobile App.

Rabobank, we, us, our – means in respect of banking services, where an account is opened in Australia, Rabobank Australia Limited (ABN 50 001 621 129, AFSL 234 700 Australian Credit Licence 234 700); in all other cases, Coöperatieve Rabobank U.A. (ABN 70 003 917 655) (AFSL 238 446) incorporated in the Netherlands.

Rabobank Group – means Coöperatieve Rabobank U.A. and any of its related entities domiciled in Australia.

Rabobank Internet Banking – the internet banking service which we offer you through the Website and the Rabobank Mobile App.

Rabobank Mobile App – means the computer application for use in connection with Rabobank Internet Banking, which we make available for you to download and install on your Mobile Device from selected digital media stores.

Services – means the banking services provided to you when using Rabobank Internet Banking, including access to the BPAY Scheme.

Token – means the hand held device that generates and displays the Token Code which we issue to you to enable you to access the Services and includes any replacement Token issued.

Token Code – means the 6 digit numeric code randomly generated at regular intervals and displayed by the Token.

Username – means the identification code we issue to you to enable you to access the Services, and any version of that code changed by either you or us in accordance with these Conditions of Use.

Website – the Rabobank website at www.rabobank.com.au

You – a person registered to use Rabobank Internet Banking.

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

October 2021

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:

- the products and services provided by Rabobank;
- how Rabobank and its staff are paid for providing you with those products and services;
- how to contact Rabobank;
- how you can make a complaint and how Rabobank will manage that complaint; and
- how Rabobank collect and use your personal information, and where you can obtain a copy of the Rabobank Privacy Policy.

Documents you may receive

You should be aware that you may be entitled to receive a Statement of Advice ("SoA") where Rabobank provides 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 fees, charges and costs associated with the product.

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

Provider of the services

The products and 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.

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.

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 PDS or Terms and Conditions / Conditions of Use and any Fee Schedules associated with the product.

In issuing 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 0.15%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 PDS for Achmea

Australia insurance products are available from Achmea Australia at www.achmea.com.au or by calling 1800 724 214.

Privacy

Our Privacy Policy is available to assist your understanding of our privacy practices and for you to make informed decisions about any Personal Data we may collect from you. A copy of our Privacy Policy is available at our website www.rabobank.com.au.

Record keeping - Derivative transactions

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

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.

How you can make a complaint

At Rabobank we pride ourselves on providing high quality service to our clients, so if we don't measure up to your expectations we genuinely want to know. We are committed to resolving any concern you may have quickly and fairly, and we aim to acknowledge receipt of your complaint within 24 hours (or one business day) of receiving your complaint. If you have a complaint about our products, services, staff or how we handled your complaint, in the first instance, please contact us by using the details below:

Farm Business (Rural Banking) clients

- Visit our website and complete our online form: www.rabobank.com.au/compliments-and-complaints
- Phone: 1800 025 484 (free call), Mon - Fri, 6am - 8pm (Sydney time) or call your local Area Manager
If you're overseas call: +61 2 8115 2240
- Email: Sydney.client.services@rabobank.com
- Mail: Client Services Manager, Rabobank, GPO Box 4577, Sydney, NSW 2001
- Call or visit your local branch and speak directly to your Rural Manager or contact your local Rabobank branch. Often a discussion with a staff member who is familiar with your business can provide a quick resolution. If you are not satisfied or uncomfortable addressing your complaint with your local team, you can ask to speak to an Area Manager or Regional Manager by contacting your local Rabobank branch on 1300 30 30 33.

Rabobank Online Savings clients

- Visit our website and complete our online form:
www.rabobank.com.au/compliments-and-complaints
- Phone: 1800 445 445 (free call), Mon – Fri, 6am – 8pm (Sydney time)
If you're overseas call: +61 2 8115 2558
- Email: clientservicesAU@rabobank.com
- Mail: Client Services Manager, Rabobank, GPO Box 4577, Sydney, NSW 2001

In addition to the above, if your complaint is about the processing of your personal data by us, you can:

- request your complaint be escalated to the Privacy Officer.
- contact the Office of the Australian Information Commissioner (OAIC)

When sending your message to us, please include your name, address and contact details, as well as your complaint and what action(s) you have taken. Also let us know what you would like to see as an outcome.

For security reasons, please DO NOT provide any confidential or account specific information via email or post.

Our staff aim to promptly resolve your complaint and/or any issues identified. If more action is needed, they will escalate the matter to the appropriate person.

If your complaint is about the processing of your personal data, please refer to our Privacy Policy on www.rabobank.com.au/privacy.

Will Rabobank provide additional assistance to make a complaint?

Should you require additional assistance to make your complaint, Rabobank has the following services available to you:

National Relay Service (NRS)

A Government initiative that offers phone service for people who have speech and hearing impairments. It is available free of charge through the following channels by:

Phone

Voice Relay number: 1300 555 727
SMS Relay number: 0423 677 767
Talk to Text number: 133 677

Internet

National Relay Chat Call services:

<https://nrschat.nrsccall.gov.au/nrs/internetrelay>

National Relay service (SMS): www.communications.gov.au/what-we-do/phone/services-people-disability/accesshub/national-relay-service

Free translation services are available to you, if you have limited English, where you can get the help of a translator or interpreter (telephonically or face to face) to help you lodge your complaint. Please contact us and we will make the necessary arrangements for a translator or interpreter through National Accreditation Authority for Translators and Interpreters (NAATI).

What is the Rabobank complaint management process and how long it will take to respond to my complaint?

We will send you written acknowledgement of your complaint within 24 hours (one business day), of receipt of your complaint.

We will investigate and respond to your complaint within 30 calendar days (for Standard Complaints).

For cases that relate to the National Credit Code ("NCC Complaints") (i.e. complaints regarding Default Notices; complaints regarding Hardship Notices or requests to Postpone Enforcement Proceedings) we will investigate and respond to your complaints in 21 calendar days. If we are unable to resolve your complaint within 30 calendar days (for Standard Complaints) or 21 calendar days (for NCC Complaints), we will tell you:

- The reasons for the delay;
- Your right to complain to Australian Financial Complaints Authority (AFCA) and/or the Office of the Australian Information Commissioner (OAIC) (if the complaint relates to your personal data); and
- Contact details of AFCA and OAIC

In limited circumstances, we may need more time to resolve your complaint. If that's the case, 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 if I am not happy with the resolution of my complaint?

If you are not satisfied with the resolution offered or if your complaint is not resolved within 30 calendar days (for Standard Complaints) or 21 calendar days (for NCC Complaints), you have the following options:

Access the Australian Financial Complaints Authority (AFCA), an external dispute resolution service

Website: www.afca.org.au

Phone: 1800 931 678

Access the Office of the Australian Information Commissioner (OAIC) for privacy related complaints

Email: enquiries@oaic.gov.au

Phone: 1300 363 992

If you're overseas call: +61 2 9284 9749

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 are binding on us. 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. For more information, please refer to AFCA's brochure 'How to Resolve your Dispute' from AFCA website or request a copy of this brochure from one of our staff members.