

# Enhanced Forward Contract.

**Product Information Statement.**

## You've got questions? We've got time to talk.

### Financial Markets



1800 221 815



[banksa.com.au](https://banksa.com.au)



Level 3, 275 Kent Street, Sydney NSW 2000

### Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS, you can register by visiting [infrastructure.gov.au/national-relay-service](https://infrastructure.gov.au/national-relay-service)

Visit [banksa.com.au/accessibility](https://banksa.com.au/accessibility) for further information on our accessible products and services for people with disability.

## Important information.

A Product Information Statement (**PIS**) is an information document. The purpose of a PIS is to provide you with information intended to assist you in making a decision about a product's suitability for your needs. A PIS is also a tool for comparing the features of other products you may be considering. If you have any questions about this product, please contact us on the details provided on the back cover of this PIS.

You should read and consider this PIS, in its entirety, carefully and you may wish to seek independent expert advice. The information set out in this document is general in nature. It has been prepared without taking into account your objectives, financial situation or needs. Because of this you should, before acting on this information, consider whether or not this product is suitable for you, having regard to your objectives, financial situation and needs. By providing this PIS, we do not intend to provide financial advice.

If you decide to enter into this product, you should keep a copy of this PIS and any associated documentation. You should also promptly tell us if at any time you experience financial difficulties.

This PIS is issued by us and is current as at the date of this document. The information in it is subject to change. We may issue a replacement PIS, or post updated information on our website.

Nothing in this PIS is, or may be relied upon as, a representation as to the future performance of this product.

This product is available to persons who are Wholesale Clients (as defined in section 761G of the *Corporations Act 2001*) located in Australia only. Receipt of this PIS in jurisdictions outside of Australia may be restricted by local law and applications from outside Australia will not be accepted.

# Contents.

<b>Enhanced Forward Contract (EFC) Summary.</b>	<b>4</b>
<b>Glossary.</b>	<b>5</b>
<b>Enhanced Forward Contract (EFC).</b>	<b>6</b>
What is an EFC?	6
How do EFCs work?	6
How do we monitor the exchange rate?	6
Are there any credit requirements before dealing?	6
What happens at maturity?	6
Can I terminate an EFC before maturity?	6
<b>Costs, Benefits and Risks.</b>	<b>7</b>
What are the costs?	7
Key Benefits.	7
Key Risks.	7
<b>Examples.</b>	<b>8</b>
Scenario 1 – Foreign Currency Payment.	8
Scenario 2 – Foreign Currency Receipt.	9
<b>Documentation and Confirmation.</b>	<b>10</b>
What documentation is required?	10
What about Confirmations?	10
<b>General Information.</b>	<b>10</b>
What information we need from you.	10
Financial crimes monitoring.	11
Foreign Tax Residents.	11
Telephone conversations.	11
Taxation.	11
Privacy.	12
Providing us with another person's personal information.	12
External Service Providers.	12
Dispute resolution.	12

## Enhanced Forward Contract (EFC) Summary.

<b>Issuer</b>	<b>Westpac Banking Corporation (ABN 33 007 457 141 AFSL 233714).</b>
<b>Purpose</b>	An EFC is a foreign exchange product designed to assist you in reducing your foreign exchange risk. It may help you to manage a currency risk you are exposed to.
<b>Suitability</b>	An EFC may be suitable if you have a good understanding of foreign exchange markets and have a genuine commercial need to manage currency risk associated with a particular currency pair. It should not be used for trading or speculative purposes.
<b>Costs</b>	There are no up-front out-of-pocket costs with an EFC. See the section titled 'What are the costs?' on page 7 for more information.
<b>Key Benefits</b>	<p><b>Protection</b> – An EFC provides you with protection against unfavourable exchange rate movements.</p> <p><b>Coverage</b> – EFCs are available for a wide range of currencies. Please contact us to confirm your desired currency is covered. Our contact details are set out on the back cover.</p> <p><b>Participation in favourable exchange rate movements</b> – Potential to participate in favourable exchange rate movements that may occur provided a nominated Release Level is reached during the term of the EFC.</p> <p><b>Flexibility</b> – Key variables, including the Release Level can be tailored to meet your particular needs. See the section titled 'Key Benefits' on page 7 for more information.</p>
<b>Key Risks</b>	<p><b>Opportunity loss</b> – You may not receive the benefit of favourable exchange rate movements that occur if a nominated Release Level is not reached during the term of the EFC.</p> <p><b>Variation/Early termination</b> – You can vary or terminate an EFC early but there may be a cost if you do so.</p> <p><b>No cooling-off period</b> – There is no cooling-off period.</p> <p><b>Counterparty and operational risk</b> – We have performance obligations under an EFC. You need to form a judgment of our ability to meet those obligations.</p> <p><b>Currency restrictions</b> – Some currencies may be subject to legal and regulatory obligations.</p> <p><b>Use of agent and correspondent banks</b> – We may use agents and correspondent banks to deliver some currencies (other than Australian dollars).</p> <p>See the section titled 'Key Risks' on page 7 and the section titled 'Can I terminate an EFC before maturity?' on page 6 for more information.</p>
<b>Term</b>	1 week to 2 years (longer terms may be available on request).
<b>Minimum Transaction Amount</b>	The minimum transaction amount is AUD 25,000 or the foreign currency equivalent.
<b>How to Apply</b>	Contact your existing bank representative. Alternatively, you can contact us at the details listed at the back of this PIS.

## Glossary.

To help you to understand this PIS, the meanings of some words used in this PIS are set out below.

**AUD** means Australian dollars.

**Clear Funds** means funds that are immediately available on settlement.

**Confirmation** means a letter confirming the terms of a particular EFC.

**Contract Amount** means the agreed amount as set out as such in the Confirmation. It is the amount to be exchanged under the EFC.

**Contract Rate** means the agreed exchange rate at which the Currency Pair may be exchanged. The Contract Rate will always be less favourable than the Forward Exchange Rate available to you at the time you enter into the EFC.

**Currency Pair** means the two currencies applying in respect of an EFC. The Currency Pair must be acceptable to us.

**Cut-Off Time** means the time and date as set out as such in the Confirmation. It is the time and date at which the outcome of the EFC will be determined.

**EFC** and **Enhanced Forward Contract** means the product the subject of this PIS.

**Forward Exchange Rate** means the price of one currency in terms of another currency for delivery on a specified date in the future taking into account our costs and its profit margin. This is the rate that we would make available to you at the relevant time.

**Global Foreign Exchange Rate** means the exchange rate for the EFC Currency Pair that is based on the price of one or more actual foreign exchange transactions in the Global Market involving the Currency Pair (or cross-rates constituting the Currency Pair). This rate will be determined by us in good faith and in a commercially reasonable manner. This rate is the rate that we use to determine whether or not the Release Level is reached.

**Global Market** means the global spot foreign exchange market, open continuously from 5.00am Sydney time on a Monday in any week to 5.00pm New York time of the Friday of that week.

**Market Foreign Exchange Rate** means the price of one currency in terms of another currency for delivery on the same day after taking into account our costs and its profit margin. This is the rate that we would make available to you at the relevant time.

**Maturity Date** means the date as set out as such in the Confirmation. It is the date on which the Currency Pair will be exchanged under the EFC.

**Release Level** means the agreed exchange rate which, if reached, triggers your ability to benefit from any subsequent exchange rate movements that may occur.

**USD** means United States dollars.

**We, our** or **us** means Westpac Banking Corporation and includes us trading as St.George Bank, Bank of Melbourne and BankSA.

**Westpac Group** means Westpac Banking Corporation and its related bodies corporate.

**You, your** means the customer entering into an EFC.

**Zero Cost Structure** means a structure where the relevant foreign exchange rates in relation to an EFC are set so that there are no up-front out-of-pocket costs payable by you. The cost is embedded in the foreign exchange rates applicable to the EFC.

# Enhanced Forward Contract (EFC).

## What is an EFC?

An EFC is an agreement with us that provides you with protection against unfavourable exchange rate movements by setting a Contract Rate at which you can exchange one currency for another. At the same time it provides you with some ability to participate in any favourable exchange rate movements as long as the pre-agreed Release Level is reached.

An EFC may be useful in managing the currency risk associated with exporting or importing goods denominated in foreign currency, investing or borrowing overseas, repatriating profits, converting foreign currency denominated dividends, or settling other foreign currency contractual arrangements.

## How do EFCs work?

When you enter into an EFC, you nominate the two currencies to be exchanged. These currencies are known as the Currency Pair and must be acceptable to us.

You will also nominate a Contract Rate or a Release Level. Where you set the Contract Rate we will determine the Release Level for you and where you set the Release Level we will determine the Contract Rate for you.

The Contract Rate is your level of exchange rate protection. The Release Level is the nominated foreign exchange rate which, if reached during the term of the EFC (the period between the trade date and the Cut-Off Time), allows you to benefit from any favourable exchange rate movements that subsequently occur. The extent of this benefit will depend on where the Market Foreign Exchange Rate is at the Cut-Off Time. If the Release Level is not reached you are obliged to exchange currencies at the Contract Rate on the Maturity Date.

On the Maturity Date the possible outcomes under an EFC are:

- if the Global Foreign Exchange Rate does not reach the Release Level at any time during the term of the EFC the Contract Amount must be exchanged with us at the Contract Rate;
- if the Global Foreign Exchange Rate reaches the Release Level at any time during the term of the EFC and the Market Foreign Exchange Rate at the Cut-Off Time is the same as or less favourable than the Contract Rate, the Contract Amount must be exchanged with us at the Contract Rate.
- if the Global Foreign Exchange Rate reaches the Release Level at any time during the term of the EFC and the Market Foreign Exchange Rate at the Cut-Off Time is the more favourable than the Contract Rate, you have no obligation to exchange your currency. You can choose to separately exchange your currency

at the prevailing Market Foreign Exchange Rate if you wish to do so.

## How do we monitor the exchange rate?

We will monitor the relevant foreign exchange markets to determine whether the Global Foreign Exchange Rate reaches the Release Level at any time during the term of the EFC. This may occur at any time prior to the Cut-Off Time. We will advise you if it does as soon as practicable.

We will also monitor the relevant foreign exchange markets to determine your obligations as at the Cut-Off Time. Once again, we will advise you of the outcomes as soon as practicable.

The Cut-Off Time and the Maturity Date will be specified in the Confirmation that outlines the commercial terms of the transaction.

## Are there any credit requirements before dealing?

Before entering into an EFC, we will assess your financial position to determine whether or not your situation satisfies our normal credit requirements. We will advise you of the outcome of its review as soon as possible.

If your application is successful, you will need to sign our standard finance documentation. This documentation sets out the terms of the credit approval and other matters relevant to your application.

## What happens at maturity?

Depending on the terms of your EFC, on the Maturity Date you may need to provide us with either foreign currency or Australian dollars (AUD). You can provide foreign currency either by telegraphic transfer or by transferring funds from a foreign currency account/deposit. You must provide AUD in Clear Funds. On receipt of the funds, we will deposit amounts owing to you into a bank account with us (in your name), denominated in the relevant currency. Alternative arrangements can be made with our agreement.

## Can I terminate an EFC before maturity?

You may ask us to terminate an EFC at any time up to the Cut-Off Time. We will then provide you with a termination quote. There will be a cost or a gain arising as a result of termination. If you accept the termination quote, we will terminate the EFC.

Our quote will incorporate the same variables used when pricing the original EFC. These will be adjusted for the prevailing conditions in respect of the remaining term of the EFC. We will also need to consider the cost of reversing or offsetting your original transaction. When doing this we take into account the current market rates that apply to any offsetting transactions.

## Costs, Benefits and Risks.

### What are the costs?

There are no up-front out-of-pocket costs with an EFC. Once the Contract Rate or Release Level is set by you we will determine the other rate in order to create a Zero Cost Structure. When determining that rate, we take several factors into account including:

- the Contract Rate or Release Level set by you;
- the size and term of the EFC;
- Global Foreign Exchange Rates;
- market volatility; and
- market interest rates of the countries of the Currency Pair.

While there are no up-front costs with EFCs, we still derive a financial benefit by incorporating a margin into the Contract Rate and Release Level. This means that these rates will be different to the market rates prevailing at that time. In effect you pay for the EFC by accepting the Contract Rate and Release Level quoted by us.

### Key Benefits.

#### Protection.

EFCs provide you with protection against unfavourable foreign exchange movements between the time you enter into an EFC and the Cut-Off Time. This can assist you in managing your foreign currency exposures. On the Maturity Date, you will be protected at the Contract Rate for the Contract Amount.

#### Coverage.

EFCs are available for a wide range of currencies. Please contact us to confirm your desired currency is covered. Our contact details are set out on the back cover.

#### Participation in favourable exchange rate movements.

An EFC provides you with the ability to participate in favourable exchange rate movements that may occur provided a nominated Release Level is reached during the term of the EFC (the period between the trade date and the specified Cut- Off Time).

#### Flexibility.

EFCs are flexible. Key variables, including the Contract Rate and the Release Level can be tailored to meet your particular needs.

## Key Risks.

### Variation/Early termination.

Terminations or variations to your EFC may result in a cost to you – see the section titled 'Can I terminate an EFC before maturity?' on page 6 for more information.

### No cooling-off period.

There is no cooling-off period. This means that, in most circumstances, once you enter into an EFC, you cannot terminate or vary the EFC without our consent. See 'Variation/Early termination' section above.

### Opportunity loss.

You will forego any benefit of a favourable exchange rate movement between the time you enter into an EFC and the Cut- Off Time if the Release Level is not reached during the term of the EFC. Where the Release Level is not reached you are obliged to transact the Contract Amount at the Contract Rate on the Maturity Date.

The rate achieved with an EFC may not be as favourable as the rate you could have achieved with a forward foreign exchange contract or if you had not entered into any contract at all.

### Counterparty and operational risk.

As is the case with most financial markets products we enter into, we have performance obligations under an EFC. If we are unable to perform our obligations under your EFC, you may be exposed to foreign exchange rate fluctuations as if you had not entered into an EFC.

Our ability to fulfil our obligations is linked to our financial wellbeing and to the effectiveness of our internal systems, processes and procedures. The first type of risk (our financial wellbeing) is commonly referred to as **credit or counterparty risk**. The second type of risk (the effectiveness of our internal systems, processes and procedures) is commonly referred to as operational risk.

You must make your own assessment of our ability to meet our obligations. However, as a regulated Australian bank we are subject to prudential regulation which is intended to reduce the risk of us failing to perform our obligations.

Further information about Westpac, including copies of our recent financial statements, is available on our website at [westpac.com.au](http://westpac.com.au)

### Currency restrictions.

Delivery of some currencies may be governed by, or subject to certain legal and regulatory requirements and obligations. It is your responsibility to ensure that these laws and regulations are complied with and we suggest you seek and obtain your own independent expert advice in relation to such matters.



## Use of agent and correspondent banks.

To deliver some currencies (other than AUD), we may use agents and correspondent banks. We will use reasonable care in the selection of such agents and correspondent banks.

If the agent or correspondent bank fails to deliver the required currency when due, we will work with the agent or correspondent bank to effect delivery. If after such action delivery cannot be made, we will promptly return your funds or make alternative arrangements with you.

To the extent allowed by law, we will not be liable for any direct or indirect losses, claims, actions or expenses incurred by you as a result of the failure by an agent or correspondent bank to deliver the required currency.

## Examples.

**The examples below are illustrative only and use rates and figures selected to demonstrate how the product works. In order to assess the merits of any EFC, you would need to use the actual rates and figures quoted to you at the time. Note that the calculations below include rounding of decimal places.**

### Scenario 1 – Foreign Currency Payment.

You are an Australian based importer due to pay 100,000 United States dollars (USD) in three months' time for goods bought overseas. At that time, you need to convert your AUD into USD.

Assume the current Market Foreign Exchange Rate is 0.6700 and the three-month Forward Exchange Rate is 0.6710.

#### If I do nothing, what exchange rate risks do I face?

If you do nothing, the amount of AUD you will need in three months' time to obtain the USD you are due to pay will depend on the Market Foreign Exchange Rate applicable at that time.

If the AUD/USD exchange rate goes up, the USD will become less valuable and as a consequence, you will need less AUD when it is time to obtain the USD. Assume in this example that the AUD/USD Market Foreign Exchange Rate rises to 0.7200, then you will pay:

AUD 138,888.89  
(= USD 100,000 / 0.7200)

If the AUD/USD Market Foreign Exchange Rate goes down, the opposite occurs and you will need more AUD. Assume the AUD/USD Market Foreign Exchange Rate falls to 0.6200, then you will pay:

AUD 161,290.32  
(= USD 100,000 / 0.6200)

## How will an EFC change this?

Assume that you are unsure about the direction of the AUD against the USD and wish to protect yourself against the AUD depreciating against the USD, but also have the potential to participate in any favourable movements in the AUD.

You enter into an EFC to buy USD 100,000 with AUD in three months' time and set the Contract Rate at 0.6645. In establishing an EFC, the Contract Rate must be set at a rate below the current Forward Exchange Rate. Based on these details, we determine the Release Level to be 0.6600.

The possible outcomes on the Maturity Date are:

- if the Release Level has not been reached at any time during the term of the EFC, you must exchange your AUD at the Contract Rate of 0.6645. You will pay:  
AUD 150,489.09  
(= USD 100,000 / 0.6645)
- if the Release Level has been reached at any time during the term of the EFC, and the Market Foreign Exchange Rate is below the 0.6645 Contract Rate at the Cut-Off Time, you must exchange your AUD at the Contract Rate. You will pay:  
AUD 150,489.09  
(= USD 100,000 / 0.6645)
- if the Release Level has been reached at any time during the term of the EFC, and the Market Foreign Exchange Rate is above the 0.645 Contract Rate at the Cut-Off Time, you have no obligation to exchange your AUD under the EFC. However, you may choose to separately exchange your AUD at the Market Foreign Exchange Rate. For example, if you choose to do this and the AUD/USD Market Foreign Exchange Rate at the time is 0.7000 you will pay:  
AUD 142,857.14  
(= USD 100,000 / 0.7000)

## How can I change the range of outcomes?

You can change the range of possible outcomes by changing the Contract Rate and as a result the corresponding Release Level. Once these details are agreed the possible outcomes on the Maturity Date can be determined.

When agreeing the details of your EFC you need to consider that:

- the Contract Rate corresponds to the maximum amount of AUD you will pay to meet your USD obligation. Note that the Contract Rate will always be set below the Forward Exchange Rate available to you at that time.



- if the Release Level is reached your ability to benefit from favourable exchange rate movements at the Cut-Off Time is not capped.
- a higher Contract Rate will reduce your exposure to a falling AUD/USD exchange rate. However, because of the Zero Cost Structure, the Release Level will be lower. This will reduce the likelihood of the Release Level being reached and will reduce the extent to which you can benefit from any favourable exchange rate movements that may occur.
- a lower Contract Rate will increase your exposure to a falling AUD/USD exchange rate. However, because of the Zero Cost Structure, the Release Level will be higher. This will increase the likelihood of the Release Level being reached and will increase the extent to which you can benefit from any favourable exchange rate movements that may occur.

## Scenario 2 – Foreign Currency Receipt.

You are an Australian based exporter due to receive 100,000 United States dollars (USD) in three months' time for goods sold overseas. At that time, you need to convert the USD you will receive into AUD.

Assume the current Market Foreign Exchange Rate is 0.6700 and the three-month Forward Exchange Rate is 0.6710.

### If I do nothing, what exchange rate risks do I face?

If you do nothing, the amount of AUD you will receive in three months' time for your USD will depend on the Market Foreign Exchange Rate applicable at that time.

If the AUD/USD exchange rate goes up, the USD will become less valuable and as a consequence, you will receive less AUD when it is time to exchange the USD. Assume in this example that the AUD/USD Market Foreign Exchange Rate rises to 0.7200, then you will receive:

AUD 138,888.89  
(= USD 100,000 / 0.7200)

If the AUD/USD Market Foreign Exchange Rate goes down, the opposite occurs and you will receive more AUD. Assume the AUD/USD Market Foreign Exchange Rate falls to 0.6200, then you will receive:

AUD 161,290.32  
(= USD 100,000 / 0.6200)

### How will an EFC change this?

Assume that you are unsure about the direction of the AUD against the USD and wish to protect yourself against the AUD appreciating against the USD, but also have the potential to participate in any favourable movements in the AUD.

You enter into an EFC to sell USD 100,000 with AUD in three months' time and set the Contract Rate at 0.6780. In

establishing an EFC, the Contract Rate must be set at a rate above the current Forward Exchange Rate. Based on these details, we determine the Release Level to be 0.6800.

The possible outcomes on the Maturity Date are:

- a) if the Release Level has not been reached at any time during the term of the EFC, you must exchange your USD at the Contract Rate of 0.6780. You will receive:  
  
AUD 147,492.63  
(= USD 100,000 / 0.6780)
- b) if the Release Level has been reached at any time during the term of the EFC, and the Market Foreign Exchange Rate is above the 0.6780 Contract Rate at the Cut-Off Time, you must exchange your USD at the Contract Rate. You will pay:  
  
AUD 147,492.63  
(= USD 100,000 / 0.6780)
- c) if the Release Level has been reached at any time during the term of the EFC, and the Market Foreign Exchange Rate is below the 0.6780 Contract Rate at the Cut-Off Time, you have no obligation to exchange your USD under the EFC. However, you may choose to separately exchange your USD at the Market Foreign Exchange Rate. For example, if you choose to do this and the AUD/USD Market Foreign Exchange Rate at the time is 0.6300 you will receive:  
  
AUD 158,730.16  
(= USD 100,000 / 0.6300)

### How can I change the range of outcomes?

You can change the range of possible outcomes by changing the Contract Rate and as a result the corresponding Release Level. Once these details are agreed the possible outcomes on the Maturity Date can be determined.

When agreeing the details of your EFC you need to consider that:

- the Contract Rate corresponds to the minimum amount of AUD you will receive for your USD. Note that the Contract Rate will always be set above the Forward Exchange Rate available to you at that time.
- if the Release Level is reached your ability to benefit from favourable exchange rate movements at the Cut-Off Time is not capped.
- a lower Contract Rate will reduce your exposure to a rising AUD/USD exchange rate. However, because of the Zero Cost Structure, the Release Level will be higher. This will reduce the likelihood of the Release Level being reached and will reduce the extent to which you can benefit from any favourable exchange rate movements that may occur.

- a higher Contract Rate will increase your exposure to a rising AUD/USD exchange rate. However, because of the Zero Cost Structure, the Release Level will be lower. This will increase the likelihood of the Release Level being reached and will increase the extent to which you can benefit from any favourable exchange rate movements that may occur.

## Documentation and Confirmation.

### What documentation is required?

#### Master dealing agreement.

You will need to sign a master dealing agreement if you want to enter into this product. This agreement will either be our own specific dealing agreement or an industry standard master dealing agreement.

We will advise you which master dealing agreement you need to sign.

The master dealing agreement governs the dealing relationship between you and us and sets out the terms and conditions that will apply to all transactions that we enter into with you that are covered by the agreement. In particular, they document the situations where those transactions can be terminated and the way the amount to be paid following termination is calculated.

You will be provided with a copy of the relevant master dealing agreement and we strongly recommend that you fully consider its terms before signing. You should obtain independent advice if you do not understand any aspect of the document.

If there is any inconsistency between this PIS and the master dealing agreement, the master dealing agreement prevails.

#### Documentation for certain restricted currencies.

Other documentation may be required when certain currencies are involved. Where possible, we will attempt to inform you of any specific requirements; however you are responsible for complying with any legal or regulatory obligations. We suggest that you seek and obtain your own independent, expert advice in relation to such matters.

#### Email or facsimile authority and indemnity.

If you would like to provide us with email or facsimile instructions in relation to this product, we will require you to complete an email or facsimile authority and indemnity. The purpose of the email or facsimile authority and indemnity is to protect us against the consequences of acting upon instructions which may not represent your genuine wishes, but which appear to us to be genuine.

### Other documentation.

You may be requested to complete additional documentation before you enter into this product, depending on the outcome of our assessment of your creditworthiness. We will inform you if any further documentation is required at that time.

### What about Confirmations?

The commercial terms of a particular transaction with us will be agreed at the time of dealing. This may occur over the phone or electronically. Once we reach an agreement, we are both bound by those terms.

Shortly after entering into this product, we will send you a Confirmation outlining the commercial terms of the transaction. You will need to sign this Confirmation and return it to us. This Confirmation evidences the transaction entered into under your master agreement with us.

It is extremely important that you check the Confirmation to make sure that it accurately records the terms of the transaction. If there is a discrepancy between your understanding and the Confirmation, you will need to raise it with us as a matter of urgency.

## General Information.

### What information we need from you.

In order to enter into this product with you, we'll need some important details from you. Depending on the legal nature of your business (company, partnership etc) you will be required to provide certain documents and information to us.

Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Laws)* it is a requirement that the account holder and all signatories to the account must be identified. So if you're opening an account for the first time this applies to you. It also applies to any account holder or signatory who is not an existing customer.

The identification requirements can be met by providing us with the necessary identity documentation. For information on the documents required please contact us directly or visit our website; the contact details for both alternatives are provided on the back cover of this PIS.

If the account holder or any of the signatories to an account are not identified in terms of the AML/CTF Laws, the account will be blocked for all withdrawals, until they are identified.

If you are an existing customer, an account signatory (or any other cardholder), identification requirements may have previously been satisfied so you don't need to provide it again, unless you are asked to do so by us.

## Financial crimes monitoring.

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

Upon entering into this product with us, you agree and provide the following undertakings and agree to indemnify us against any potential loss arising from any breach by you of such undertakings that:

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

You should be aware that:

- we may obtain information about you or any beneficial owner of an interest in an agreement with us from third parties if we believe this is necessary to comply with our regulatory and compliance obligations, including AML/CTF Laws;
- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions or the law or sanctions of any other country;
- where transactions are delayed, blocked, frozen or refused, we are not liable for any loss you suffer (including consequential loss) in connection with this product; and
- where legally obliged to do so, we may disclose information that we hold about you to our related bodies corporate or service providers, other banks, or relevant regulatory and/or law enforcement agencies (whether in or outside of Australia).

## Foreign Tax Residents.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person

are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 720 314 Option 1.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

## Telephone conversations.

The terms of this product are usually agreed verbally over the phone or electronically over an online system. Once we have reached an agreement, we are both bound by the terms of the transaction.

Conversations with our dealing room and settlement departments are recorded. This is standard market practice. We do this to make sure that we have complete records of the details of all transactions. Recorded conversations are retained for a limited period and are usually used where there is a dispute and for staff training and monitoring purposes.

You will need to advise our dealer if you do not wish to be recorded. However, we will not enter into any transaction over the telephone unless the conversation is recorded.

## Taxation.

Taxation law is complex and its application to this product will depend on your particular circumstances. We make no claim that this product will provide a beneficial or appropriate tax outcome for you. When determining whether this product is suitable for your circumstances, you should consider the impact it will have on your own taxation position and seek professional advice on the tax implications it may have for you.

This document has been produced for use by Australian tax residents only. If you are not a resident of Australia for tax purposes and have entered into this product, you may be required to withhold tax on payments you make. If you are required to withhold an amount of tax on any payments you make as a non-resident, you are liable to gross up that payment such that we receive all amounts clear of any tax.

## Privacy Statement.

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at [banksa.com.au/privacy/privacy-statement](https://banksa.com.au/privacy/privacy-statement). You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

## Privacy Obligations.

To the extent that it applies to you, you must comply with the *Privacy Act 1988* (Cth) in relation to any personal information you provide to us in connection with this PIS, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the applicable privacy laws in that jurisdiction.

## External Service Providers.

We may subcontract any of our rights and obligations to another person in Australia or overseas.

We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in our Privacy Statement which is available at [banksa.com.au/privacy/privacy-statement](https://banksa.com.au/privacy/privacy-statement) (as updated from time to time).

## Dispute resolution.

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us. We've put in place ways of dealing with your issues quickly and fairly.

### Please talk to us first.

We aim to resolve your complaint at your first point of contact with us. Our contact details are set out on the back cover.

### What to do if you are still unhappy.

If you are not satisfied with our response, you may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA's contact details are:

**Online:** [www.afca.org.au](https://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

**Mail:** Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

You can also contact the Australian Securities & Investments Commission (ASIC) to make a complaint and to obtain further information about your rights. They have a freecall Infoline on 1300 300 630 or visit [asic.gov.au](https://asic.gov.au).



