“I loved reading the terms & conditions!”

- said no one, ever.

ME Treasury 11am Account

Terms and conditions | 12 May 2025

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1. Purpose of these terms

This booklet contains the terms applicable to the ME Treasury 11am account ('11am account)'; in opening an account you agree to these terms. Therefore, we recommend you read them carefully and keep them for future reference.

2. Words used in these terms

2.1 In these terms, unless the context requires otherwise:

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

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

Authorised representative means the person or persons, jointly and severally, that are authorised by the investor in the investor registration form or other form approved by us to operate the account in accordance with clause 8

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

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

Corporations Act means the Corporations Act 2001 (Cth).

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

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

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

Terms means these terms and conditions.

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

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

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

We, us, our and **ME** means ME Bank – a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence Number 244616.

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

2.2 When interpreting this agreement:

a. headings are only for convenience and do not affect interpretation.

b. a word or expression indicating the singular includes the plural and the other way around;

c. the words "includes" and "including" are not words of limitation;

d. examples are descriptive only, and are not exhaustive:

e. references to time are to Melbourne time;

f. all references to dollars are to Australian dollars;

g. if we are required to do anything (including processing any transaction) on a day that is not a business day, we may do it on the next business day; and

h. a reference to any document that is part of this agreement includes a reference to all amendments, supplements and replacements of that document.

3. Opening an account

3.1 To open an account the applicant must:

a. provide us with a completed investor registration form;

b. meet the "wholesale client' definition as stated in the Corporations Act 2001 (Cth) and provide us appropriate supporting documentation if requested by us;

c. provide us with any other documents we require in support of the application for a 11am account, including any information we request to satisfy identification and authorisation requirements

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

4. Joint Account

Account Operations

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

4.2 We will deliver statements or other notices in connection with the account in accordance with clause 7. We may direct any such statement or other notices to any one investor or jointly to both investors.

Liability is individual and joint

4.3 If the account is a joint account:

a. we may act on instructions of any one joint investor, and

b. the joint investors are liable jointly and individually for the account and for any amount owing to us in relation to the account.

4.4 Joint investors cannot nominated that we must only act on the instructions of two or more investors. If they do, we may close the account.

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

Death of a joint investor

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

5. Interest

Interest rates

5.1 Interest rates are variable based on prevailing market conditions unless otherwise agreed upon in writing. The current interest rate for the account is determined by ME considering the size of the investment, the investors overall relationship with ME and our costs of providing the product plus the margin referred to below.

5.2 Interest rates are applied as a margin plus the BBSW or the RBA cash rate, assigned by the sales manager, to the account after discussion with the investor. Details of current interest rates are available by contacting your sales manager or treasury services team.

5.3 Please note that any interest rate quoted by us under clause 5.2 is indicative only. The actual interest rate that is applied The actual interest rate that is applied to the account will be set on the day we receive the documentation required as set out in clause 3. The interest rate is included in the confirmation letter that is sent to the investor once we open the account.

Calculation and crediting of interest

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

$$\frac{\text{daily closing balance} \times \text{interest rate (as percentage per annum)}}{365}$$

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

5.6 Interest is credited to the account at the end of the first business day of each month following the month in which it accrues and is available for your use immediately. Interest is also credited to the account on the day when the account is closed.

5.7 If we change the Interest Rate, we will tell you in accordance with clause 15.

6. Fees, charges and referral fees

Our fees and charges

6.1 There are no bank fees or charges applicable to this product.

Government charges and duties

6.2 This product may be subject to government taxes and duties. The investor is responsible for paying any applicable government taxes and duties.

Referral and referral fees

6.3 Where the investor has been referred to us by an intermediary, the investor:

a. authorises us to disclose to intermediary information about the application for the product;

b. acknowledges that the intermediary is not our agent and is not authorised to make any representations on our behalf regarding the products or impose any obligations on us;

c. acknowledges that the intermediary has acted as the investors agent to arrange for the application by the investor for the product; and

d. in the case of a wholesale investor acknowledges that we may pay the intermediary an upfront fee of up to 0.25% of the investment amount. Please contact the intermediary if you require further details about any such payments.

7. Statements

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

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

8. Authority to operate the account

8.1 The investor may appoint authorised representatives to operate the account. An authorised representative can do anything the investor can do in relation to the account except for:

a. appointing, or revoking the authority of, other authorised representatives; and

b. changing the details of the nominated account.

8.2 The investor is responsible for ensuring that each authorised representative complies with all the responsibilities and obligations imposed on authorised representatives under these terms.

8.3 We will act on any instructions given by an authorised representative in relation to the account. We will not be liable for any loss or damage the investor or anyone else suffers where we act on any instruction given by an authorised representative (except to the extent that any such loss or damage is caused by our (or our agents or employees) fraud, negligence or wilful misconduct

8.4 The authority of an authorised representative to operate the account in accordance with this agreement continues until we receive written notice in accordance with clause 15.3 from the investor that any appointment has been revoked.

9. Operating the account

How to operate the account

9.1 You can only operate the account by:

a. phoning the treasury services team between 9am – 5pm Monday to Friday; or

b. by sending an email to treasury services team.

We will provide the investor with the contact details of the treasury services team when the account is opened.

9.2 We will accept cleared funds on deposit until 11am on each business day unless otherwise agreed with us in writing.

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

9.4 If you wish to withdraw funds you must give us instructions by 11am on the business day you require the funds to be withdrawn, unless otherwise agreed with us in writing, for funds to be repaid on that business day. If you notify us after 11am your funds will be repaid the next business day.

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

9.6 You can acknowledge and agree that we may (in our absolute discretion, acting reasonably):

a. delay acting upon an instruction or ask you or another person for additional information before acting on any instruction; and

b. decline to act on any of the instructions if we consider we have a good reason to do so.

Transaction restrictions

9.7 Any deposit to and withdrawals from an account can only be made in Australian dollars and cannot be made in cash.

9.8 Cheque deposits and cheque withdrawals are not permitted.

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

10. The nominated account

10.1 The investor must nominate an account with ME or another financial institution for which we can transfer money when you instruct us, and from which you can transfer to us for deposit into your account.

10.2 The nominated account must be in the name of the investor or, where the account is held jointly, in the name of at least one of the investors.

10.3 You may only have one nominated account linked to the account at any one time.

10.4 The investor may change the nominated account at any time by completing a Change of Details form that can be obtained by calling us or emailing us. The change will not take effect until we have received your properly completed Change of Details form and the change is processed. This usually takes two business days from when the form is received from us.

10.5 Where the investor has been referred to us by an intermediary, the intermediary may change the nominated account by providing us written instructions. The change will not take effect until processed. This usually takes two business days from when the instructions are received by us.

11. No credit

11.1 You must not withdraw or transfer an amount that exceeds the account balance from the account. This is “overdrawing” the account. If this does happen:

a. the investor must immediately pay us the amount by which the account is overdrawn and ensure that the account is brought back into credit; and

b. we may transfer an amount equal to the overdrawn amount from another account which the investor holds with us (even if that other account is not a ME Treasury product), into the overdrawn account. We are not liable for any loss incurred as a result of this.

12. No liability or indemnity

No liability

12.1 Except as provided in any law which cannot lawfully be excluded or modified by agreement, you acknowledge and agree that we are not liable for any loss, damage, liability, costs or expenses suffered or incurred by you in relation to:

a. your ability to give us instructions or send us a communication for any reason, whether or not within out control, including as a result of a technical failure.

b. our carrying out, failing to carry out, or delay in carrying out (whether as a result of a technical failure or otherwise) instructions we receive (whether from you or any other person which are accompanied by your valid authorisation (except to the extent caused by our (or our employees or agents) fraud, negligence of wilful misconduct);

c. our acting on any falsity, inaccuracy, insufficiency or forgery of, on in, any communication which purports to be a communication signed or authorised by you: or

d. any fraudulent act or conduct in connection with the account (other than fraudulent acts or conduct on the part of employees or agents of ME).

Indemnity

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

a. our carrying out, failing to carry out, or delay in carrying out (whether as a result of a technical failure or otherwise) instructions we receive (whether from you or any other person) which are accompanied by your valid authorisation;

b. you failing to comply with these terms; and

c. you failing to comply with any laws or regulation that applied to this account, except to the extent such as direct claim, action, loss or liability is caused by our (or our employees or agents) fraud, negligence or wilful misconduct.

13. Telephone conversations

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

14. Privacy Notice

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

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

a. verifying your identity;

b. if the information is account holder personal information, for consideration of any other application made by the account holder to us for financial products of services;

c. customer relations including management of our relationship with you and market or customer satisfaction research and product development;

d. compliance with legislative and regulatory requirements (including without limitation the Anti-Money Laundering and Counter Terrorism Financing Act 2006, the Income Tax Assessment Act 1936 and the Taxation Administration Act 1953) and with payment systems requirements;

e. information technology systems development and testing;

f. our internal operations including record keeping, risk management, auditing purposes, training, file reviews and account holder personal information only for portfolio analysis;

g. to investigate, resolve and prevent complaints;

h. arrangements with other organisations to provide services in relation to our products and services (for example, we may arrange for mailing houses to distribute account statements);

i. conducting fraud assessments;

j. reporting and data analytics, including for regulatory, management, statistical or research purposes; and

k. marketing.

14.3 We may disclose your personal information for those purposes to the following organisations:

a. our related bodies corporate, insures, service providers and alliance partners (including a third party we have arrangements with);

b. our agents, contractors and external advisers (for example, our lawyers and auditors);

c. any person acting on your behalf, including your legal and financial advisers;

d. government and other regulatory bodies, law enforcement bodies and courts;

e. external dispute resolution bodies;

f. payment system operators; and

g. other financial institutions

14.4 ME may use personal information collected in relation to the account to keep you up to date with other ME products and services or those of our related companies and alliance partners. If you do not want us to do this, please contact us. You do not need to contact us if you have previously informed us that you do not wish to receive information on other products and services.

14.5 We may disclose your personal information to our third party service providers for them to help us provide banking services to you. Our third party service providers may store your personal information overseas. These countries are listed in our Privacy and Credit Reporting Policy, which may change from time to time. Personal information we are required to disclose to the Australian Taxation Office may be exchanged with tax authorities in other countries pursuant to intergovernmental agreements to exchange financial account information.

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

a. can request us to provide you access to any personal information we hold about you;

b. can seek correction of personal information we hold about you; and

c. may complain about a breach of an Australian Privacy Principle and how we will deal with such a complaint.

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

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

a. phoning (03) 9708 3233 during normal business hours;

b. writing to the Privacy Officer, ME, GPO BOX 1345, Melbourne VIC 3001; or

c. emailing privacy@mebank.com.au

15. Changes

15.1 We can change the terms and conditions that apply to your account. The types of changes we can make are:

a. changes to interest rates and the way we calculate them (however, if we have notified you that the interest rate on your account will be fixed for a particular period, we will not change the rate during that period);

b. changes to fees and the way we calculate them (including adding new fees and charges);

c. changes required to be made to comply with any law, or guidance or requirement of a regulator, or a decision of a court or other dispute resolution process;

d. changes to the way you access your account, or any other banking services we provide;

e. changes to any other term and condition if:

i. it is made for security reasons;

ii. we reasonably consider you will benefit from it:

iii. it is administrative or minor, or corrects a mistake or omission:

iv. it reflects changes to our business or technological systems;

v. it reflects current industry or market products or conditions; or

vi. it is otherwise reasonably made on a product basis or a like customer basis.

f. adding new products or stopping existing products

15.2 We will tell you of changes as set out below and as required by the law and any code to which we subscribe.

15.3 Generally, we will tell you about changes as soon as reasonably possible (which may be before or after the change is made) or, where the change is unfavourable to you, by providing you with 30 days' prior notice. However, if we change an interest rate, we will tell you no later than the date of the change, unless we are not able to because the interest rate is calculated according to a money market or some other external interest rate, or a rate otherwise designated as a variable rate. Where there is a change to, or introduction of, a government fee or charge, we will tell you reasonably promptly after the government notifies us (however, we do not have to tell you if the government publicises the change

to or introduction of the fee or charge). Subject to the ePayments Code (where it applies), we may also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk or for security reasons.

15.4 We will provide notices of changes either in writing or by advertisement in national or local media.

15.5 You must tell us promptly in accordance with clause 16.3 if there is a change to the investor's name or address.

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

16. Notices

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

Notices to you

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

a. if it is a notice sent by pre-paid post, on the second business day after posting;

b. if it is a notice by press advertisement, on the day the press advertisement is published;

c. if it is a notice by electronic messaging system that contains a delivery verification function, when the system generates a delivery verification notice or other confirmation; or

d. if it is a notice by email or other electronic messaging system (other than those referred to in the previous paragraph), when sent to your designated information system. For the purposes of this paragraph, the server on which the mailbox for your designated address resides is taken to be your designated information system.

Notices to us

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

ME – Treasury Services
GPO Box 1345
Melbourne VIC 3001

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

17. Restricting Account Access

Restricting your account

17.1 Where we consider it reasonably necessary to meet our regulatory and compliance obligations or to manage associated risk, we may restrict your account to prevent all or certain types of transactions at any time, and without giving you prior notice, if:

a. we are required to do so by law or in order to comply with our legal or other regulatory obligations.

b. you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the Account or to otherwise comply with our legal obligations;

c. you don't provide us with accurate and up to date foreign tax residency status information;

d. you are no longer an Australian resident;

e. we reasonably believe that:

i. doing so is necessary to prevent loss to you or us;

ii. your Account is being used in a manner that may result in loss to you or us;

iii. there is fraudulent or scam activity occurring in relation to your Account;

iv. your Account is being operated in breach of these terms and conditions in a way that increases risk to you or us;

v. your use of the Account or activities you undertake in connection with the Account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);

vi. you provided with false or misleading information when you opened your Account which materially increases the risks we are exposed to in relation to you or your Account and we would not have opened your Account had the correct information been provided to us;

vii. your Account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references); or

viii. the transfer, payment or other transaction is to an account or to a merchant that we reasonably believe is:
    - owned or controlled by a cryptocurrency exchange; or
    - owned or controlled by a digital asset exchange.

ix. funds have been transferred into your Account because due to unauthorised or unlawful activity; or

x. you are not beneficially entitled to funds in your Account.

17.2 We will reasonably when restricting your Account, and we will not do more than is reasonably necessary considering the reasons why we have taken such action. We will tell you if we restrict your Account and, where possible, we will tell you what you need to do for us to remove the restriction or suspension.

17.3 If we take any such action to restrict your Account, we will give you a reason unless we are unable to do so under applicable laws or regulations.

17.4 If we reasonably believe based on available information that funds were paid or deposited into your Account because of a mistake, error, unauthorised activity, fraud, scam, disputed transaction or unlawful activity, then we can, without first giving you notice:

- restrict your access to those funds while we conduct further investigations; and/or

Returning Funds

17.5 Where we reasonably believe that funds have been transferred into your Account because of unauthorised or unlawful activity (such as a fraudulent payment or a payment as a result of a scam affecting you or another person) (Improper Payment), we may without your consent deduct from your Account an amount no greater than the Improper Payment and return the funds to the sender or sending financial institution or as otherwise required by law, code or regulation. We will take reasonable steps to contact you in relation to an Improper Payment where we consider it relates to a fraud or scam, unless we are unable to do so under applicable laws or regulations.

17.6 If we return the funds to the sender or the sending financial institution, we will give you a reason upon request unless we are restricted from doing so.

18. Account Closure

18.1 The investor or an authorised representative may close an account, as applicable, by instructing Treasury Services team in accordance with clause 9.1.

18.2 We will close the account when you withdraw all of the cleared funds from the account.

18.3 We may close your account with out reason by giving you at least 30 days prior notice.

18.4 We may close your account, at any time and without giving you prior notice, if:

a. we are required to do so by law or in order to comply with our legal or other regulatory obligations;

b. you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the account or to otherwise comply with our legal obligations;

c. you don't provide us with accurate and up to date foreign tax residency status information;

d. the account has a nil balance and you have not used the account for a period of six months or more;

e. you are no longer an Australian resident; or

f. we reasonably believe that

i. doing so is necessary to prevent loss to you or us;

ii. your account is being used in a manner that may result in loss to you or us;

iii. there is fraudulent activity occurring in relation to your account;

iv. your is being operated in breach of these terms and conditions in a way that increases risk to you or us;

v. your use of the account or activities you undertake in connection with the account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);

vi. you provided us with false or misleading information when you opened your account which materially increases the risks we are exposed to in relation to you or your account and we would not have opened your account had the correct information been provided to us; or

vii. your account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).

18.5 If the account is closed, we will pay to the investor the credit balance of the account plus interest, if any, less any accrued fees, government charges or duties applied to the account prior to the closing date by direct credit to the nominated account.

18.6 The investor remains liable for all transactions, fees and charges on or in relation to the account before or at the time the account is closed. If the account is closed the investor must pay any amount owing to us (including any overdrawn amount).

19. Inactive Accounts

19.1 If when the account is closed by us in accordance with clause 18, we are unable to pay the balance to the nominated account in accordance with your instructions, we may pay the credit balance of the account plus interest to a non-interest-bearing account with us. Subject to clause 19.2, we will pay the credit balance of the account to the investor when the investor provides us with proof acceptable to us that the investor is entitled to the funds.

19.2 If, after seven years from the date we closed the account under clause 19.1 the investor has not claimed their money, then:

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

b. the funds will become our property if the funds are less than any minimum amount prescribed by law.

20. Additional Requirements

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

a. you must provide us with any information or assistance we request;

b. we may disclose your information to third parties, including government or regulatory bodies, law enforcement bodies and other financial institutions; and

c. we may block access to the account or delay or block a transaction to or from the account.



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