



兆豐國際商業銀行

Mega International Commercial Bank Co., Ltd.

TERMS AND CONDITIONS

13 June 2013

Term Deposit
Cheque Account
Statement Account
Payment Products

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1. INTRODUCTION

1.1 Definitions

The following expressions have the following meanings:

Account means a Term Deposit, Cheque Account or Statement Account, as relevant.

Agreement means the agreement between the Bank and you comprising the documents described in clause 1.3 of this document.

Authorised Signatory means a person authorised to operate an Account.

Bank means Mega International Commercial Bank Co. Ltd (A.F.S. Licence No.247346) and its successors and assigns.

Business Day means any day from Monday to Friday on which the Bank is open for business in at least one of the Bank's branch locations in Australia.

Cheque Account means the deposit product described in this Agreement as a "Cheque Account".

Business Hour refers to 4:00pm Monday to Thursday and 5:00pm Friday in local time on a Business Day.

Payment Product means a cheque, bank cheque, bank draft, direct debit, telegraphic transfer or other non-cash payment facility made available by the Bank to effect transactions on an Account.

Statement Account means the deposit product described in this Agreement as a "Statement Account".

Term Deposit means the deposit product described in this Agreement as a "Term Deposit".

Term Deposit Certificate means the document provided to you detailing the term, deposit amount, interest rate and maturity date of a Term Deposit.

you means the holder of an Account, or if an Account is held by more than one person, each Account holder.

1.2 Products described in this document

- (a) The document contains the terms and conditions of use for the following products:
- (i) Term Deposits;
 - (ii) Cheque Accounts;
 - (iii) Statement Accounts;
 - (iv) Telegraphic transfers, bank drafts, bank cheques; and
 - (v) Direct debits.
- (b) The products have different features and benefits. Features of some products, such as cheques, may carry some risks. Please consider your needs and the features of each product carefully.

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- (c) Please note that the minimum deposit for initially opening a Statement Account, Cheque Account or Term Deposit is Australian Dollars \$250,000.00 (or other currencies' equivalent) unless the depositor is a non-resident, an incorporated entity or an employee of the Bank.

1.3 Your Agreement

- (a) When you open an Account with the Bank, your agreement with the Bank in relation to your Account, and in respect of any Payment Product that may be used to access your Account, comprises:
 - (i) this document;
 - (ii) the account authority signature record card and any other document relating to an Account that is signed by you;
 - (iii) the Term Deposit Certificate (if your Account is a Term Deposit); and
 - (iv) the schedule of fees, charges and interest rates.
- (b) You should read each of these documents carefully.

1.4 Interest

- (a) Depending on the type and balance of an Account, credit interest may be payable. See clause 8 for more details. If you are entitled to interest on your Account, details of the interest rates applicable are contained in the schedule of fees, charges and interest rates provided to you and otherwise available on request at any Bank branch.
- (b) Term Deposits have specific terms relating to interest calculation and crediting (see clause 8). Interest on a Statement Account and a Cheque Account will be calculated on the daily closing balance of the Account (note that each of a Statement Account and a Cheque Account has a minimum balance requirement before credit interest will be payable - please refer to clause 8 of this document for more information).
- (c) The daily interest rate is the annual rate divided by 365 for a Statement Account or Cheque Account denominated in Australian Dollars, or 360 for a Statement Account denominated in US Dollars.
- (d) Interest only becomes part of your Statement Account or Cheque Account balance when it is paid by crediting it to your Statement Account or Cheque Account, as relevant. Interest only becomes part of your Term Deposit by reinvesting it in your Term Deposit.

2. OPENING AN ACCOUNT

2.1 Identification

- (a) To open an Account, you and each Authorised Signatory must be identified in accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*.
- (b) The Bank will inform you and each Authorised Signatory of the documentation that the Bank requires before the Bank will permit you and your Authorised Signatories

to open and operate an Account. For more information, please contact your Bank branch.

2.2 Tax File Number (“TFN”)

Accounts earning interest are subject to TFN legislation. It is not compulsory for you to provide your TFN or Australian Business Number (ABN). However, if you are an Australian resident and you choose not to provide your TFN or ABN, or a TFN exemption has not been supplied, the Bank must deduct tax calculated at the highest marginal tax rate, plus the Medicare levy, from the interest earned. The amount of tax deducted will form part of your income tax similar to deductions made from wages or salary. Interest earned on accounts operated by non-residents are subject to non-resident withholding tax at a rate of 10%.

2.3 Currencies

- (a) A Term Deposit may be opened in Australian Dollars and United States Dollars.
- (b) A Statement Account may be opened in Australian Dollars, United States Dollars, Euros, Pound Sterling, Swiss Franc, Hong Kong Dollars and Japanese Yen; if applicable.
- (c) A Cheque Account may be opened only in Australian Dollars.

2.4 Fees and charges

- (a) You must pay the Bank the fees and charges that are payable in connection with an Account in the amounts and at the times set out in this Agreement, and you authorise the Bank to debit them to the relevant Account.
- (b) If the Bank incurs any government tax, duty or other charge imposed by law in respect of an Account or its operation, you must pay the Bank an amount equal to the charge calculated in accordance with the methods prescribed from time to time by the relevant legislation. You authorise the Bank to debit any such amount from the relevant Account.
- (c) Current information on fees and charges in respect of services which you may seek in relation to the Account (for example, a copy of a statement) is available on request from:

Brisbane Branch: Suite 1-3, 3 Zamia Street, Sunnybank, QLD 4109

Sydney Branch: Level 6, 275 – 281 George Street, Sydney, NSW 2000

Melbourne Branch: Level 20, 459 Collins Street, Melbourne, VIC 3000

2.5 Joint/Multiple party Accounts

If there is more than one Account holder, the following applies:

- (a) each of you must fully comply with the terms and conditions of the Agreement as if the Account were in one name alone;
- (b) instructions in respect of the Account may only be given in accordance with the election made in the account authority signature record card (except that any one of you may cancel the election made in the Account authority signature record card in which event a new account operating authority will be required from all of you);

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- (c) should one of you die, the Bank will treat the survivor(s) as the Account holder(s) unless you have specified otherwise. This is subject to the survivor(s) satisfactorily completing the necessary documentation and the Bank processing it; and
 - (d) where permitted by law, the Bank can send notices, statements and other documents (including a notice of a change to the terms and conditions applying to the relevant Account or Payment Product) by mailing, emailing or facsimileing them to any of you and they will be taken to have been given to all of you.

WARNING:

The Bank can take action against any one, all, or a number of you, for any liability arising from a failure to comply with this Agreement. Each Account holder will be liable to the Bank for the whole of:

- (a) any transaction on the Account;
- (b) any debt to the Bank on the Account;
- (c) any loss or damage the Bank suffers in connection with the Account; and
- (d) any fees, charges and expenses debited to the Account.

2.6 Trust accounts

The Bank may open an Account where you are acting and named as the trustee for one or more other persons. Examples include a parent holding an Account for their children, a trustee holding an Account on behalf of a club or the beneficiaries under a will.

3. OPERATING AN ACCOUNT

3.1 Authorised Signatories

- (a) When an Account is opened you must nominate the Authorised Signatories to the Account. Funds may be withdrawn from a Cheque Account or a Statement Account after the Bank receives instructions from the Authorised Signatory or, if relevant, each Authorised Signatory to the Account.
- (b) If you have a joint Account, the Account may be operated either:
 - (i) through instructions provided by one Authorised Signatory (ie on a "one to sign" basis); or
 - (ii) through instructions provided jointly by all Authorised Signatories (ie on an "all to sign" basis).
- (c) You must nominate in the account authority signature record card how you wish a joint Account to be operated.
- (d) You are liable (jointly and severally if there is more than one of you) for all liability incurred as a result of operations on an Account. The Bank can change the Authorised Signatories to an Account on receipt of a written authorisation from all Account holders to effect such a change.

3.2 Deposits and withdrawals

Deposits to, and withdrawals from, an Account must be in the same currency as the Account.

Cash withdrawals and deposits greater than AUD\$5000 (whether in AUD or the equivalent amount in a foreign currency) may be subject to a cash handling fee (see schedule of fees, charges and interest rates for details).

(a) Deposits

There are specific terms and conditions that apply to the depositing, withdrawing or transferring money from a Term Deposit Account. For more details, please see clause 8 of this document.

For all other Accounts, a deposit can be made to an Account:

(i) In person at any Bank branch;

(ii) By mail;

Brisbane Branch: PO Box 242 Sunnybank QLD 4109

Sydney Branch: Level 8, 10 Spring Street Sydney NSW 2000

Melbourne Branch: Level 20, 459 Collins Street Melbourne VIC 3000

Cheques can be deposited into an Account by mail. Each cheque to be deposited by mail must be accompanied by the correct customer account name and account number.

(iii) By direct credit from another financial institution – namely by arranging an electronic deposit of salary or other funds including pension, dividend or family allowance payments*;

(iv) By faxed instruction, if you have signed a letter of indemnity with us previously;

(*not applicable to foreign currency)

There is no maximum amount that can be deposited to an Account.

(b) Withdrawals

There are specific terms and conditions that apply to withdrawing or transferring money from a Term Deposit Account. For more details, please see clause 8 of this document.

For all other Accounts, unless otherwise noted in the specific terms applicable to your Account, and subject to your Account containing sufficient cleared funds, you may withdraw money from your Account:

(i) In person at a Bank branch;

(ii) If your Account has a cheque facility, by use of that cheque facility;

(iii) Through a pre-arranged direct debit or a periodical payment*;

(*not applicable for foreign currency)

Cash withdrawals over the counter at a Bank branch for more than AUD\$3000 (or the foreign currency equivalent) have to be arranged with the branch one day before. All you have to do is call the branch a day before you intend to withdraw the cash and inform the branch of the amount to be withdrawn. Withdrawals from your Account can then be made by an Authorised Signatory in the usual way.

(c) **Direct debits and periodical payments**

You, or an Authorised Signatory, may debit a Statement Account or a Cheque Account, denominated in Australian Dollars, via direct debit arrangements or pursuant to a periodic payment instruction. A direct debit or periodical payment may be stopped or cancelled if you or an Authorised Signatory notify the Bank in writing before the payment is made.

The Bank may charge a fee in respect of the debiting of an Account via the direct debit system or as a result of a periodic payment.

A direct debit returned dishonoured fee will be charged to your Account if you or an Authorised Signatory authorises a third party to direct debit your Account and there are insufficient cleared funds in your Account to meet the debit.

See the schedule of fees, charges and interest rates for details.

(d) **Timing of withdrawals and deposits**

Generally, all transactions on an Account will be processed to the Account on the same day that they are made provided that these are made before 3:30 pm (Sydney time), on a Business Day at which the Bank is open at the branch where the Account is held. Transactions made after this time will generally be processed on the next Business Day.

If a payment to be made by direct debit falls on a day which is not a Business Day, it will be made on the next Business Day following the scheduled payment date.

3.3 Cheques

(a) **Clearance**

If a cheque is deposited into a Statement Account or a Cheque Account, the funds deposited cannot be withdrawn until the cheque has been cleared. This usually takes three Business Days but it may take longer.

(b) **Dishonour**

At the Bank's discretion, a Cheque presented for deposit into an Account may be dishonoured where:

- (i) The cheque is unsigned;
- (ii) The cheque is more than 12 months old (ie a stale cheque);
- (iii) The cheque has been materially altered and the alteration has not been signed;
- (iv) The cheque bears a date in the future;
- (v) There are insufficient funds in the account of the drawer;
- (vi) The cheque has been stopped;

(vii) The Bank has notice of the mental incapacity, bankruptcy or death of the drawer; or

(viii) There is a legal impediment to payment.

A Cheque Dishonour Fee may be charged. If a cheque deposited to an Account is subsequently dishonoured, the Account will be debited with the amount of the cheque and you may also be charged a Deposited Cheques Returned Dishonoured Fee. See the schedule of fees, charges and interest rates for details

(c) **Crossed cheques**

If two parallel lines are drawn across a cheque, you are directing the Bank that the cheque must be paid into an account with a financial institution and not cashed.

(d) **Not negotiable**

By printing the words "not negotiable" between the two parallel lines drawn on your cheque, the Bank is directed that the cheque cannot be transferred to another person. If a cheque is stolen then the thief, and any person receiving the cheque from the thief, may not bank the cheque as they are not the person named on the cheque as the payee.

(e) **Account payee only**

If "Account payee only" is written on a cheque between the parallel lines, the bank collecting the cheque is directed to pay the cheque only into the account of the person named on the cheque.

(f) **"Or Bearer" or "order"**

The words "or bearer" on a cheque mean that the bank may pay the cheque to whoever has possession of it. If these words are deleted or if the words, "to order", are written on the cheque, the cheque becomes an "order" cheque. If a cheque is payable "to order" it means that the payee can only transfer the cheque to another person by first signing on the back of the cheque.

(g) **Tips for cheque security**

Your cheque book is valuable. Therefore, you, and each Authorised Signatory:

(i) should keep it in a safe place;

(ii) should not give cheque forms to any other person for their use;

(iii) should not give blank signed cheques to any other person;

(iv) in drawing a cheque, should not leave gaps between the words or spaces at the beginning or end of a line;

(v) should not use pencil or erasable ink.

(vi) should only sign a cheque when it is completed; and

(vii) should always write in the amount of the cheque in words as well as in figures.

Check your bank statements regularly to reconcile cheques drawn on your Account.

If a cheque book is stolen you must notify us immediately by calling your branch using the telephone numbers in clause 10.13 of this document and request the Bank to put a stop payment on the relevant cheques by reference to their serial numbers. You must also provide the Bank with written notification of the loss of your cheque book. If the cheque book is found these cheques can be reactivated once your written authorisation has been provided to the Bank. If a cheque written by you (or an Authorised Signatory) is lost, you should put a stop order on the cheque (see below) and tell the person to whom the cheque is payable.

WARNING:

If you do not inform the Bank that your cheques (or bank cheques or bank drafts) have been lost or stolen you may be liable in relation to transactions using them, even though they are made without your authority.

(h) **Stopping payment on a cheque**

You or an Authorised Signatory can place a stop payment on a cheque before the Bank has cleared it or paid the funds to the payee. You or an Authorised Signatory must contact your branch with the following details:

- (i) The account name and the account number;
- (ii) The date of the cheque;
- (iii) The amount of the cheque;
- (iv) The name of the payee; and
- (v) The cheque number.
- (vi) The Bank may charge a fee for stopping a cheque. See the schedule of fees, charges and interest rates for details

3.4 Statements

In respect of Statement Accounts and Cheque Accounts, Account statements are generally issued without charge at the end of each month and mailed within five Business Days of the end of the month. If there is no activity on the account, the statement will be printed at the end of the next month in which there is activity on the account. If a twelve-month period elapses without account activity, a statement will be produced for the twelve-month period. You should check the transactions on your statement and contact the Bank immediately if you have reason to believe that there is an error or an unauthorised transaction on your statement.

You may elect to vary the statement printing frequency at any time. You may also request a statement at any time. A fee will be payable in relation to a statement issued at the request of a customer and such a statement will take from two to five Business Days to produce. Additional copies of statements may be requested and a fee will be payable. Please see the schedule of fees, charges and interest rates for details. In respect of a Term Deposit Account, the bank will issue a Term Deposit Certificate and, on roll-over of a Term Deposit, a Term Deposit roll-over confirmation.

3.5 No overdrawing of Accounts

The Bank will not permit an Account to be overdrawn.

WARNING:

The Bank advises you to inform it promptly if you are in financial difficulty.

3.6 Bank's rights to combine Accounts

To the extent permitted by law, if you owe the Bank any money, the Bank reserves the right to, without notice, combine your Accounts (including joint Accounts) or transfer sufficient moneys from other accounts held by you with the Bank wherever located (including joint Accounts) in order to clear your debt. Should the Bank do this you will be notified as soon as possible in writing at the address shown on our records. Where such combination requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by the Bank) on the date of combination.

3.7 Change of name, address, signatories

It is very important that you notify the Bank promptly of any changes in your name or address. If you wish to change your Authorised Signatories, you must contact the Bank and complete appropriate documents. The Bank will not be responsible for any errors associated with Account changes where the Bank has not received adequate prior notice.

3.8 Closing an Account

Accounts, other than Term Deposits or any accounts held as security, may be closed at any time on request by you or by an Authorised Signatory at the branch where your Account is held. If an Account is held as security, you must provide the Bank with replacement security in a form acceptable to the Bank (or repay your debt to the Bank) before the Bank will permit you to close the Account.

In exceptional circumstances you may request the Bank to consider closing a Term Deposit before its maturity date, but a reduced amount of interest will be payable on the funds deposited in the Term Deposit.

The credit balance in the Account to be closed plus deposit interest (if applicable) less any accrued fees and Government charges applicable up to the closing date will be paid to you. Any part of your Account which is not cleared funds will not be available until it is cleared.

If your Account has a debit balance, the balance plus all accrued interest, fees and charges are payable by you. The Bank reserves the right to return any cheques presented for payment after the Account has been closed. When the Account is closed you must return to us any unused cheques.

The Bank has the right to close the Account due to your unsatisfactory conduct or for any reasons it deems appropriate. The Bank will notify you in writing at the address shown on our records of any decision to close your Account and forward to you a bank cheque for the net credit balance of the account.

3.9 Inactive accounts

Your Account becomes inactive (dormant) if you do not make a deposit, withdrawal or transfer for a continuous period of three years (Term Deposits excluded). If your Account becomes dormant you must apply to the Bank to re-open the Account. The Bank may charge an account keeping fee for dormant accounts as detailed in the schedule of fees, charges and interest rates.

3.10 Foreign currency

The Australian Dollar equivalent value of deposits in a foreign-currency denominated Account fluctuates on a daily basis. If one currency is used to purchase a second currency and the amount of that second currency is later used to re-purchase the original currency, there is a risk that the amount of the re-purchased first currency will have decreased. That

is, the amount that is re-purchased may be less than the original amount held because the exchange rate has fluctuated.

3.11 Internet banking

(a) Features

The bank offers the following internet banking capability, subject to the other terms of this Agreement:

- (i) **Transfers between your Accounts.** You can transfer funds between your different nominated Accounts.
- (ii) **Transfers to other accounts.** You can transfer funds to one of your accounts with another financial institution, or to a third party account. Please note that the identity of any such accounts must be registered with the Bank in advance of any such transaction.
- (iii) **Access to information in respect of your Accounts.** You will be able to review details of your Accounts and your statements for the past 6 months.
- (iv) **Review and amend your user profile.** You will be able to access your user profile and undertake activities such as changing your password.

(b) Accessing internet banking

- (i) In order to access internet banking, you will need to complete the application form available at a Bank branch and have your application accepted by the Bank.
- (ii) If your application for internet banking is accepted, you will be provided with a PIN token and a password, which together are used to access internet banking. Internet banking can then be accessed at www.megabank.com.tw.
- (iii) Instructions received via internet banking cannot be withdrawn, revoked or edited once they reach the Bank's system.
- (iv) If you choose to access internet banking, you agree to install all computer software, hardware and other equipment required to access internet banking and bear all expenses incurred in accessing internet banking.

(c) Security

- (i) You are responsible for keeping your password and PIN token safe at all times. You must not disclose your password to any other person or give your PIN token to any other person.
- (ii) If you enter an incorrect password or PIN token number on three consecutive occasions, you will be automatically suspended from accessing internet banking. You will then need to contact the Bank to obtain a new password.

(d) Service availability

The Bank makes no representation, warranty or assurance that internet banking will be available at any time. Internet banking may be unavailable for reasons including maintenance and service disruptions from time to time.

(e) **Liability**

- (i) You must notify the Bank as soon as you become aware that another person has or may have become aware of your password or if you have lost your PIN token. The Bank will not be liable for any loss if you fail to comply with this requirement.
- (ii) The Bank will have no liability to you for the unavailability of internet banking at any time.

4. **CHANGES TO AGREEMENT**

The Bank may decide to change this Agreement at any time. You agree to the following means and timing of changes:

- (a) A **new fee**: 30 days' notice from the Bank in writing;
- (b) **Increase** in an existing fee or charge: 30 days' notice from the Bank in writing;
- (c) An **alteration** to the **method of calculating interest** or the **frequency interest is debited or credited** to your account: 30 days' notice from the Bank in writing;
- (d) **Change in the interest rate**: effective on the date of the change and notified to you either by notice in writing from the Bank or by press advertisement on or before the date the change takes effect. This clause does not apply to a Term Deposit during the term of the Term Deposit.

Other terms and conditions applicable to your Account may be changed from time to time by the Bank. Any such change will be notified to you in writing, or by press advertisement on or before the date the change takes effect.

5. **PROBLEM RESOLUTION**

It is important that you notify us in relation to any mistake or issue in relation to a Bank product or service. You can bring the matter to the Bank's attention in person, by mail, e-mail or by telephoning your branch and the Bank will attempt to solve the problem on the spot.

If your problem is not or cannot be resolved immediately to your satisfaction and to our satisfaction, you may make a complaint by either asking to complete our complaint form detailing the problem, or if you do not wish to complete our form, the Bank will take down details of your complaint. Please note that you are responsible for the disclosure of all relevant information available to you regarding the issues. The Bank will investigate and address your complaint within 10 Business Days. If you are not satisfied with the outcome, the Bank will escalate your complaint internally within the Bank and will inform you of the result of the escalation of your complaint.

If you are not satisfied with the outcome of the above process you may contact the Financial Services Ombudsman by completing and sending FOS a Dispute Form (available at www.fos.org.au) or by calling the Financial Services Ombudsman at 1300 78 08 08.

6. PRIVACY AND CONFIDENTIALITY

The Bank operates under the provisions of various laws including the *Privacy Act 1988 (Cth)*. The *Privacy Act* governs the collection, storage, use and disclosure of personal information.

6.1 Collection of information

In its dealings with you, the Bank is likely to collect some of your personal information. This information may be collected in many circumstances including through the account opening procedures, responding to your requests for products or services, to enable the Bank to provide a product or service that you request, to assist in arrangements with other organisations in conjunction with the promotion or provision of a product or service, in performing administrative and operational tasks including risk management, business development, credit scoring, staff training, market research, or to prevent or investigate any fraud or crime and as required by law, regulations and external payment systems.

The Bank may not be able to provide products and services to you unless you provide to it all of the information it requests.

6.2 Privacy and Spam Statement

The Bank's Privacy and Spam Statement, which you acknowledge you have agreed to, sets out:

- (a) how the Bank may use your personal information;
- (b) the third parties to which the Bank may disclose your personal information, both in Australia and overseas;
- (c) how you may gain access to, and seek correction of, your Personal Information held by the Bank; and
- (d) how you may make a complaint about the Bank's handling of your Personal Information.

7. ANTI-MONEY LAUNDERING, ANTI-TERRORISM

You agree that the Bank may delay, block or refuse to open an account or make a payment if the Bank believes on reasonable grounds that opening an account or making a payment may breach any law in Australia or any other country. You further agree that the Bank will incur no liability to you if it does take such action.

You agree to provide all information to the Bank which the Bank reasonably requires to comply with any laws in Australia or any other country. You further agree that the Bank may disclose information which you provide to the Bank where required to by any laws in Australia or any other country. Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering this agreement. You declare and undertake to the Bank that the payment of moneys in accordance with your instructions (or those of your Authorised Signatories) by the Bank will not breach any laws in Australia or any other country.

8. DEPOSIT ACCOUNTS

8.1 Term Deposit

(a) Account opening

The minimum deposit for opening a Term Deposit is Australian Dollars \$250,000.00 (or other currencies' equivalent) unless you are a non-resident, an incorporated entity or an employee of the Bank.

Any funds withdrawn from a Term Deposit (whether on maturity of the Term Deposit or, if the Bank agrees, prior to maturity) must be transferred to a Statement Account or Cheque Account held in your name. Therefore, you must open either a Statement Account or a Cheque Account with the Bank prior to such a withdrawal.

You may invest any amount in a Term Deposit for one week or for a term you choose between one month and one year (in monthly periods). You may also select the actual maturity date of your deposit on the condition that the selected maturity date falls within the maximum term length.

The interest rate will be fixed on and apply from the date of acceptance of the deposit by the Bank, up to the maturity date of the deposit. The rate will be noted on the Term Deposit Certificate provided to you. Information on interest rates may be obtained by contacting any Bank branch.

Interest is accrued daily on the total daily deposit balance, and will be paid on the maturity date of the deposit. Interest can be re-invested or withdrawn when paid, as instructed by you in writing.

(i) *Term Deposits of \$500,000 or more.*

The rate of interest payable in a Term Deposit of \$500,000 or more may be negotiated between the Bank and the Customer at the time the deposit is made.

(ii) *Interest if early withdrawal*

If the Bank agrees to your request to terminate a Term Deposit before its maturity date, the Bank will pay you 80% of the accrued interest for the period the amount is deposited with the Bank on the rate of the date the deposit was accepted (rather than the full accrued interest amount). The Bank will not pay any interest to you (on your request to terminate a Term Deposit before its maturity date) if the amount is deposited for less than one (1) month.

(b) Record of account

At the time you make your deposit, the Bank will issue you with a receipt. A computer-generated Term Deposit Certificate will be mailed to you on the Business Day after you make the deposit.

(c) Transactions/features

You may terminate a Term Deposit early, by agreement with the Bank, and at the Bank's discretion. In which case your interest entitlement will be reduced (see 8.1(a)(ii) above). Withdrawals may also be made at maturity. All instructions given in respect of a Term Deposit must be given to the Bank by Authorised Signatory/ies in writing.

IMPORTANT:

At maturity, the Bank will automatically re-invest your Term Deposit (plus unpaid interest) for the same period as the original Term Deposit, at the Bank's then applicable interest rate applying to such Term Deposits. The Bank will send you a Term Deposit Confirmation for the re-invested Term Deposit.

You or an Authorised Signatory may, however, write to the Bank within 7 days of maturity instructing the Bank not to automatically re-invest your Term Deposit.

(d) **Currency**

Term Deposits may be opened in Australian Dollars and US Dollars

8.2 Statement Account

(a) **Account opening**

The minimum deposit for opening a Statement Account is \$250,000.00 (Australian Dollars) (or other currencies' equivalent) other than for a Statement Account opened by a non-resident, incorporated entity or an employee of the bank. There are no account maintenance fees unless the balance is less than the minimum amount described in the schedule of fees, charges and interest rates.

(b) **Interest**

For Australian Dollar accounts, where customers elect to receive interest, interest is calculated and accrued daily on the whole of the balance provided it is \$50,000 or more. For a US Dollar Statement Account, interest is calculated and accrued daily if the balance is \$100,000 or more. Interest will not be payable on balances below these amounts.

Interest is credited to the Statement Account monthly on the last Business Day of the month. The interest rate applicable to your Statement Account is tiered and therefore will vary from time to time, depending on the balance of your account. Details of the applicable interest rate can be found in the schedule of fees, charges and interest rates. The interest rate may change at any time after a notice from the Bank in writing to you. Current interest rates are available at Bank branches.

(c) **Record of account**

You will be issued an account statement. Please see clause 3.4 of this document for more information regarding statements.

(d) **Transactions/features**

You will be eligible to receive a cheque book linked to your Statement Account if your Statement Account is denominated in Australian Dollars. You may make arrangements for direct debits from a Statement Account, unless the Statement Account is in a currency other than Australian Dollars. Government charges and Bank charges applicable to this account are debited effective on the last Business Day of the month. Please see the schedule of fees, charges and interest rates for details

(e) **Currency**

Statement Accounts may be opened and held in Australian Dollars, US Dollars, Euros, Pound Sterling, Swiss Franc, Hong Kong Dollars and Japanese Yen; if applicable.

8.3 Cheque Account

(a) **Account opening**

The minimum deposit for opening a Cheque Account is \$250,000.00 (Australian Dollars) unless you are a non-resident, an incorporated entity or an employee of the Bank. Account maintenance fees and other charges apply. Please see the schedule of fees, charges and interest rates for details

(b) **Interest**

Interest is calculated and accrued daily on the whole of the balance provided it is \$50,000 or more. Interest will not be payable on balances below this amount.

Interest is credited to the Cheque Account monthly on the last Business Day of the month. The interest rate applicable to your Cheque Account is tiered and therefore will vary from time to time, depending on the balance of your account. Details of the applicable interest rate can be found in the schedule of fees, charges and interest rates. The interest rate may change at any time after a notice from the Bank in writing to you. Current interest rates are available at Bank branches.

(c) **Record of account**

You will be issued an account statement. Please see clause 3.4 of this document for more information regarding statements.

(d) **Transactions/features**

Customers with a Cheque Account:

- (i) will be issued with a cheque book; and
- (ii) may make arrangements for direct debits from their Cheque Account.

Government charges and Bank charges applicable to this account are debited effective on the last Business Day of the month. Please see the schedule of fees, charges and interest rates for details.

(e) **Currency**

A Cheque Account must be in Australian Dollars.

8.4 Security

You must keep your account statements secure. If you do not take such precautions, you may be liable for any loss or theft that occurs as a result.

9. OTHER NON-CASH PAYMENT FACILITIES

9.1 Direct Debit

These are referred to in clause 3.2.

9.2 Telegraphic Transfers

A Telegraphic Transfer is a message from the Bank forwarded electronically to a recipient bank to pay a named party (the beneficiary) a specified sum of money by order of the remitter (or applicant). Funds should be available for payment to the beneficiary's account

within 3-5 Business Days of the Bank accepting your instructions. The Bank will not be liable for any costs, losses or damages if delayed payment occurs and the Bank has acted in good faith on your (or an Authorised Signatory's) instructions. If the Bank is requested to make any inquiry in the event that delayed payment occurs, you will meet any costs the Bank incurs in making the inquiry (Please see the schedule of fees, charges and interest rates for details).

Note that the Bank will only remit telegraphic transfers against clear funds.

Telegraphic transfers may be sent in the following currencies (if applicable):

- (a) Australian Dollars (AUD);
- (b) United States Dollars (USD)
- (c) Euros (EUR)
- (d) Pound Sterling (GBP)
- (e) Swiss Franc (CHF)
- (f) Hong Kong Dollars (HKD); and
- (g) Japanese Yen (JPY);

The Bank reserves the right in accordance with clause 9 of this document to delay, block or refuse to make a telegraphic transfer if the Bank believes on reasonable grounds that making the transfer may breach any law in Australia or another country.

If the Bank cannot send the payment directly to the beneficiary's bank then the Bank may need to use a correspondent bank to effect the payment. A correspondent bank may charge fees or commissions in making the payment to the beneficiary's account. These fees or commissions, if applicable, will be deducted by the correspondent bank from the funds paid to the beneficiary, thus resulting in the beneficiary receiving less than the payment amount specified.

Where the correspondent bank is unable to effect payment to the beneficiary and is required to return these funds, it may deduct fees from the returned proceeds.

The benefits of telegraphic transfers are:

- (a) They are a secure means of payment;
- (b) The Bank may include a short message as part of the payment transaction; and
- (c) The beneficiary generally receives payment within 24 hours of dispatch of the telegraphic transfer.

9.3 Bank cheques

Bank cheques are cheques, issued in Australian Dollars, instructing payment from the Bank's own account rather than from your Account. Whilst bank cheques are generally accepted as a reliable form of payment within Australia because of the higher likelihood that they will be paid, they should not be regarded as equivalent to cash.

When applying for a bank cheque, you will need to provide the name of the payee and the required amount for the bank cheque. You may only draw on cleared funds in an Account to pay for the bank cheque. A fee is charged for the issue of a bank cheque (please see the schedule of fees, charges and interest rates for details). A bank cheque may be dishonoured if:

- (a) The bank cheque is forged or is a counterfeit;
- (b) The Bank is instructed that the bank cheque has been lost or stolen;

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- (c) A court order restrains the Bank from paying the bank cheque;
 - (d) The bank cheque has been fraudulently and materially altered; or
 - (e) If the bank cheque is presented by a person who is not entitled to the proceeds.

If you do not subsequently use the bank cheque, you may request that the Bank repurchase the bank cheque. The Bank is under no obligation to repurchase a bank cheque.

Upon receiving a request to repurchase a bank cheque, the Bank will identify you. The Bank will then need sufficient time to conduct certain investigations prior to approving any decision to re-purchase the bank cheque. If re-purchased, the Bank will credit the amount of the re-purchased bank cheque (less any fees) to the Account originally used to fund the bank cheque.

A fee applies for the repurchase of a bank cheque. Please see the schedule of fees, charges and interest rates for details. If a bank cheque is lost or stolen, you must immediately report this to the branch from which you purchased the bank cheque. The branch will then require you to complete and sign a Lost/Stolen Bank Cheque form and a Lost/Stolen Bank Cheque Indemnity Form and you will need to provide us with the phone number and address details of the payee. The Bank may choose to issue a replacement bank cheque once it is satisfied that:

- (a) The bank cheque has not been presented;
- (b) The Bank's investigations (which may take some weeks) have produced a satisfactory outcome; and
- (c) That the payee is satisfied with the arrangement for the issuance of a replacement bank cheque in favour of the payee.

A fee is payable for stopping and reissuing a lost or stolen bank cheque, and for repurchasing a bank cheque that is no longer required. Please see the schedule of fees, charges and interest rates for details.

10. BANK RULES

10.1 Operation of Account

- (a) **Cheque books and bank forms**
 - (i) upon receiving a cheque book, you must:
 - (A) Count the number of cheque forms and examine the account number and serial numbers carefully;
 - (B) Notify the Bank in writing immediately where any discrepancy or irregularity is found;
 - (C) Keep cheque forms and cheques safely; and
 - (D) Inform the Bank immediately in writing should any cheque form or cheque be mislaid, lost or stolen.
 - (ii) Should any cheque form or cheque be mislaid, lost or stolen due to your negligence (or the negligence of an Account Signatory), you shall be liable

for all losses resulting there from including without limitation losses due to forged or altered cheques.

(b) **Authorised Account Signatures**

- (i) You should notify the Bank promptly in writing of any change or variation in your signature or those of the Authorised Signatories or the authorised manner of signing. The Bank shall be entitled to a reasonable period of time (of not less than seven business days from receipt) to process such notification of change.
- (ii) The Bank shall be entitled to dishonour any cheque bearing a signature different from your specimen signature or that of the relevant Authorised Signatory (as the case may be) or not drawn in accordance with the list of Authorised Signatories or not signed in the authorised manner prevailing at the time of presentation.
- (iii) The Bank may at its absolute discretion honour any cheque or other instrument bearing a facsimile signature similar to your specimen signature or that of the relevant Authorised Signatory held by the Bank. "Facsimile signature" includes any facsimile signature impressed using a rubber stamp.

(c) **Instructions**

- (i) For joint Accounts or where there is more than one Authorised Signatory:
 - (A) in honouring cheques and all other instructions, to debit the Account and stop payment instructions, the Bank shall act in accordance with its written mandate as noted in the account authority signature record card; and
 - (B) for all other matters, the Bank shall be entitled to act on the written instructions (including by facsimile) of any one of the Account Holders or Authorised Signatories.
- (ii) If prior to acting on instructions received from one signatory, the Bank receives contradictory instructions from another signatory; the Bank shall immediately thereafter act only on the mandate of all signatories to the Account.

(d) **Protection of Depositors**

Deposits are not subject to Division 2 of the *Banking Act 1959 (Cth)* — Protection of Depositors.

This means that the following protections in the Banking Act will not apply:

- (i) APRA's power to take control or appoint an administrator to take control of a bank in the interests of depositors in the event of insolvency or suspension of payments;
- (ii) the requirement for a bank to immediately inform APRA if it considers it is likely to become unable to meet its obligations or is about to suspend payment;
- (iii) the requirement for a bank to hold assets in Australia exceeding its deposit liabilities in Australia; and

(iv) depositor priority over the assets of a bank in Australia in the event of insolvency or suspension of payments.

(e) **Proper Drawing of Cheques**

(i) Cheques should be drawn in a proper manner to prevent fraud. The amount in words and figures should be written distinctly and in a way that leaves no space between the words or figures or between the amount and the word "Dollar" or the "\$" sign. Any space remaining after the amount expressed in words should be filled with either a line through the space or by writing the word "only".

(ii) All cheques are pre-printed crossed. These crossings are not to be removed.

(f) **Stop Payment Orders**

Unless a written request signed by you or the requisite number of Authorised Signatories is received by the Bank, the Bank may, in its absolute discretion refuse to act on any stop payment instructions. The Bank will effect stop payment instructions based on the cheque number.

(a) **Marked Cheques**

The Bank may mark a cheque as "good for payment" to another bank, in which case your Account shall be immediately debited with the amount of the marked cheque and thereafter payment of the marked cheque cannot be stopped.

(g) **Instrument Must Clear**

In the absence of special arrangement and at the Bank's absolute discretion, cheques (including marked cheques) and other instruments deposited into an Account cannot be drawn against until the funds have been cleared. Any credit given on cheques and other instruments deposited to an Account is provisional and shall be reversed if the full amount of the funds is not cleared.

(h) **Third Party Cheque**

The Bank may refuse to accept for collection cheques and other instruments payable to third parties or to their order.

10.2 Business Accounts (Non Partnerships)

Where an Account is opened for business purposes, you agree that only you (or, if the Account is opened in joint/multiple names, each of you) are the sole owners of the business. You must write to the Bank immediately if there is any change in the constitution of the business.

10.3 Special Provisions for Partnerships

(a) Where an Account is opened by a partner of a partnership for the purposes of the partnership, and if there is a change in the constitution of the partnership (eg as a result of the resignation or death of a partner), the Bank may, in the absence of written notice to the contrary treat the remaining partner/s as having full power to operate the Account.

(b) All partners shall be jointly and severally bound by all provisions contained herein notwithstanding any change in the constitution, or name of the partnership or the

admission of any new partner or alternation or termination of any power of any partner.

10.4 Accounts “In Trust”

You will be the only person/s recognised by the Bank as having any interest in an Account. If the Bank should open the Account in your name “in trust” or “as nominee” or using some similar designation, whether or not for a specified third party, the Bank will accept cheques and other payment orders and other instructions relating to the Account from you or the relevant Authorised Signatory only and will not be required to obtain any consent from, or see to, the execution of any trust for any person, unless the Bank otherwise expressly agrees in writing.

10.5 Bank Security Rights

Where, at your request, the Bank accepts or incurs liability, and any funds, documents, instruments, chattels, bonds, debentures, shares or other securities and other valuables are held by the Bank in your name (“Collateral”) including Collateral in safe custody, such Collateral shall automatically be deemed to be pledged and charged to and constitute continuing security to the Bank for discharge of liability and repayment of such liability.

The Bank shall have the right to retain such Collateral (even if this necessitates the dishonouring of your cheques), or any part thereof until liability is discharged and/or repaid.

Additionally, in the event of any breach by you of this Agreement or any default under or nonpayment of any of your other debts, obligations or liabilities to the Bank of whatsoever nature or kind, the Bank shall (to the extent permitted by law) be entitled to sell any Collateral by way of public or private sale without judicial proceedings whatsoever, and retain from proceeds derived therefore the total amount unpaid, including costs, legal fees and costs (on a full indemnity basis), charges and other expenses incidental to such sales. You will immediately upon demand pay to the Bank the amount of any deficiency.

10.6 Indemnity of Customer

You agree to indemnify the Bank for all losses, costs, damages, claims and expenses, including legal fees and costs (on a full indemnity basis), howsoever suffered or incurred by the Bank:

- (a) in the performance of any of its functions as your banker; and
- (b) in connection with the Bank’s enforcement of its rights under this Agreement or in connection with your breach of this Agreement.

10.7 Communication

- (a) You shall notify the Bank immediately upon change of relevant particulars such as Authorised Signatories or signatures, addresses, partners (for partnership accounts), Memorandum and articles of Association (for company accounts) and constitution and/or rules (for societies, clubs and other unincorporated associations).
- (b) All dishonoured cheques and other instruments and notices to, and communication with, you may be sent by post, hand delivery or such other manner as the Bank deems fit to the last address notified to the Bank and shall be deemed to have been received by you on the day following such posting or on the day when it was so delivered.

10.8 Events Beyond the Bank's Control

The Bank may suspend operations of any or all Accounts and/or services if, as a result of events beyond its control, any calamity or condition, industrial action, computer breakdown or sabotage or any reason whatsoever beyond the Bank's control, Accounts, banking services, or Account information are not available or access to such Accounts, banking services or Account information is hindered.

10.9 Applicable Law and Proceedings

This Agreement is governed by and construed in accordance with the laws of the State or Territory in Australia in which the Account is opened and you irrevocably submit to the exclusive jurisdiction of the Courts of that jurisdiction and of any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement.

10.10 Severance

If any part or provision of the Agreement is or becomes void or unenforceable, that part or provision will be removed from the terms and conditions. Removal of any part or provision will not affect the validity or enforceability of the remainder of the Agreement.

10.11 Exercise of Rights

The Bank may exercise any right, remedy or power in any way it chooses. If the Bank decides not to exercise a right, remedy or power, this does not mean it cannot exercise it later.

10.12 Limitation of liability

The Bank limits its liability to the maximum extent permitted by law in relation to those terms implied by law which cannot be excluded.

10.13 Details of Branches

MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD

Sydney Branch

Level 8, 10 Spring Street
Sydney NSW 2000
Australia

TEL: +61-2-9230-1300
FAX: +61-2-9233-5725

Brisbane Branch

Suite 1-3, 3 Zamia Street
Sunnybank QLD 4109
Australia

TEL: +61-7-32195300
FAX: +61-7-32195200

Melbourne Branch

Level 20, 459 Collins Street,
Melbourne VIC 3000
Australia

TEL: +61-3-96200500
FAX: +61-3-96200600

SCHEDULE OF FEES, CHARGES AND INTEREST RATES - [Effective 01 JANUARY 2013]

Please note that this Schedule is subject to change.

BANK CHARGES LIST

1. Account Maintenance Charges

Minimum Balance Fee

Payable if the Account balance is, relevant to the denomination of your Account, below AUD500, USD500 or JPY40,000 at the end of the calendar month.

Account maintenance fee **AUD5.00, USD5.00 or JPY 400 per month**

2. Dishonoured Cheques

Inward — charged to account to which the cheque was deposited AUD25.00

Outward — charged to the account on which the cheque was written AUD35.00

3. Stopping Payment on a Cheque

Unsigned cheques which have been notified to the Bank as lost or stolen Free

All other cheques (such as cheques you have signed but have decided to stop) AUD20.00

To buy a bank cheque AUD8.00

To buy a cheque book AUD70.00

Repurchase by the Bank (if cheque is returned and refund on customer's request) AUD20.00

Replaced cheque (if you want to replace a lost, stolen or destroyed cheque) AUD50.00

Cheque Deposit/Cheque Issuing AUD0.50

4. Remittance

Domestic Overnight Transfer (Direct Credit) AUD5.50 each transaction

Domestic Intra-day Transfer (RTGS) (4hrs) AUD26.00

Inward Remittance Commission AUD10.00 for AUD remittance
USD5.00 for USD remittance

Overseas Telegraph Transfer (T/T) AUD26.00 for AUD remittance
USD22.00 for USD remittance

5. Internet Banking Service

Domestic Transfer	AUD25.00 for AUD transaction USD20.00 for other currencies
Overseas Transfer	AUD25.00 for AUD transaction USD20.00 for other currencies
Security Device Replacement	AUD20.00

6. Others

Duplicate statements	AUD10.00 each
Only one statement will be sent by mail during the month. Any additional requirement of account statement will be subject to additional charges at the Bank's discretion.	
Statement of Account Balance	AUD25.00
Auditor Report	AUD50.00
Cash Handling Fee	Free
Payable where cash withdrawals or deposits of an amount greater than AUD \$5000 are made.	
Payable per payment SWIFT enquiry	AUD15.00
Information Retrieval Fee:	
--within 2 years	AUD50.00
--over 2 years	As agreed with the customer

INTEREST RATES

Credit interest rates:

Statement Account and Cheque Account – denominated in AUD

Balance between **AUD \$50,000 ~ AUD99,999.00**: 0.25% pa

Balance equal or greater than **AUD \$100,000**: 0.50% pa

Statement Account – denominated in USD

Balance equal or greater than **USD \$100,000**: 0.0050% pa

Statement Account – denominated in EUR, CHF, GBP, HKD and JPY: **0.00%** pa (no interest)

Term Deposit Details will be provided in your Term Deposit Certificate / Confirmation