



MEGA International Commercial Bank Co., Ltd

A.R.B.N. 079 372 688

A.F.S. Licence No. 247346

Sydney Branch
雪梨分行

Level 8, 10 Spring Street, Sydney NSW 2000
Tel: (02) 9230 1300
Fax: (02) 9233 5859

Brisbane Branch
布里斯本分行

Suite 1-3, 3 Zamia Street, Sunnybank QLD 4109
Tel: (07) 3219 5300
Fax: (07) 3219 5200

Melbourne Branch
墨爾本分行

Level 20, 459 Collins Street, Melbourne VIC 3000
Tel: (03) 9620 0500
Fax: (03) 9620 0600

Joint / Sole Trader / Individual Deposit Account Application Form

Date 日期 (dd/mm/yy):

個人存款申請表

Account Number 帳號: _____

_____/_____/____

Section A - Individual Details 個人資料

1st Applicant 第一申請人

Surname 姓	_____	Given Names 名	_____
Other Names 別名	_____	Chinese Name 中文姓名	_____
Date of Birth 出生日期	_____ (dd/mm/yy)	Gender 性別	<input type="checkbox"/> Male <input type="checkbox"/> Female
Occupation/Business 職業	_____		
Employment Type 聘用類型	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Casual <input type="checkbox"/> Fixed term <input type="checkbox"/> Shift-workers <input type="checkbox"/> Contractor <input type="checkbox"/> Self-employment <input type="checkbox"/> Retiree <input type="checkbox"/> Others _____		
Source of Funds 所得來源	<input type="checkbox"/> Salary <input type="checkbox"/> Commission <input type="checkbox"/> Investment <input type="checkbox"/> Interest <input type="checkbox"/> Business <input type="checkbox"/> Others _____	Source of Wealth 財富來源	<input type="checkbox"/> Salary <input type="checkbox"/> Commission <input type="checkbox"/> Investment <input type="checkbox"/> Interest <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Purpose of account opening 帳戶用途	<input type="checkbox"/> Personal Banking Transaction <input type="checkbox"/> Savings <input type="checkbox"/> Cheque <input type="checkbox"/> Credit Facility and Re-payment <input type="checkbox"/> Credit Facility only <input type="checkbox"/> Re-payment only <input type="checkbox"/> Salary <input type="checkbox"/> Term Deposit <input type="checkbox"/> Foreign Exchange <input type="checkbox"/> Foreign remittance, please indicate all countries _____ <input type="checkbox"/> Others _____		
Type of Currency 帳戶幣別	<input type="checkbox"/> AUD <input type="checkbox"/> USD <input type="checkbox"/> JYP <input type="checkbox"/> RMB		
Residential Address* (not a PO Box) 居住地址	_____		
Postal Address* (if different to residential address) 郵寄地址	_____		
Email 電郵	_____		
How would you like to receive your bank statement 對帳單收取方式	<input type="checkbox"/> Post <input type="checkbox"/> Email		
Home Phone 家用電話	_____	Work Phone 工作電話	_____
Mobile Phone 行動電話	_____	Fax 傳真	_____
Business Name (if any) 商號 (如適用)	_____	ABN (if any) (如適用)	_____
Principal place of business (if any)	_____	Nature of business 職業	_____

FATCA and CRS Declaration

Country / Place of Birth* 出生國家/地	<input type="text"/>	Country of Citizenship* 您是哪國公民	<input type="text"/>
Country of Residency* 居住國	<input type="checkbox"/> Australian Resident 澳洲居民 <input type="checkbox"/> Non-Resident of Australia 非澳洲居民 ¹	Australian Tax File Number 稅號 ²	<input type="text"/>
Country of Tax Residency 稅務國	<input type="text"/>	TIN Number or equivalent number 稅號或相關識別號*	<input type="text"/>
Country of Tax Residency 稅務國	<input type="text"/>	TIN Number or equivalent number 稅號或相關識別號*	<input type="text"/>

* If you have answered "USA or a foreign country" to any of these questions, please provide your TIN number or equivalent number as required by The Foreign Account Tax Compliance Act (FATCA) and/or Tax Laws Amendment (Implementation of the Common Reporting Standard) Act 2016 CRS. (欄位中如出現美國指標或其他國家指標，此國家納稅識別號為必填資訊) Please see the Australian tax Office web site if you require more information. (<https://www.ato.gov.au/>)

If you are a resident in more than one country or if you are uncertain about your tax residency, please consult with your tax consultant or visit the OECD AEOI portal (<https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>) for country-by country information on tax residence or detail all countries of tax residence and associated TIN number or equivalent number. (如您的居住地超過一個國家，請註明所有納稅居住國及各納稅居住地之相關識別號，所有國家納稅識別號為必填資訊)

Note: According to CRS, the TIN or equivalent number is required unless you are tax resident in a jurisdiction that does not issue a TIN or equivalent number. 依據共申報準則之要求，納稅居住國之相關識別號視為必填資料除非此納稅居住國不設納稅識別號與稅務居民。

1 For residents, an initial deposit of AUD250,000 or over (equivalent in foreign currencies) is required. (澳洲居民首次存款需等於或超過澳幣 250,000 或等值貨幣)

If you ticked 'Non-Resident' above, please complete Section D - Non-Resident Statutory Declaration Form (非澳洲居民貸款需填寫非澳洲居民聲明表)

2 Mega ICBC may collect your Tax File Number pursuant to taxation legislation. Quoting this number is not compulsory. However, if you do not quote your tax file number or state your reason for exemption (if any), an interest withholding tax will be taken out of your interest payments. If you are not a resident of Australia for taxation purposes, you must provide your overseas address. For further information about Tax File (這不是必須提供，但如果您不提供稅號，您將會被扣除有關利息的稅款。若有其他疑問，請與稅務單位聯絡)

2nd Applicant (for joint account only) 第二申請人 (聯名戶用)

Surname 姓	<input type="text"/>	Given Names 名	<input type="text"/>
Other Names 別名	<input type="text"/>	Chinese Name 中文姓名	<input type="text"/>
Date of Birth 出生日期	<input type="text"/> (dd/mm/yy)	Gender 性別	<input type="checkbox"/> Male <input type="checkbox"/> Female
Occupation/Business 職業	<input type="text"/>		
Employment Type 聘用類型	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Casual <input type="checkbox"/> Fixed term <input type="checkbox"/> Shift-workers <input type="checkbox"/> Contractor <input type="checkbox"/> Self-employment <input type="checkbox"/> Retiree <input type="checkbox"/> Others _____		
Source of Funds 所得來源	<input type="checkbox"/> Salary <input type="checkbox"/> Commission <input type="checkbox"/> Investment <input type="checkbox"/> Interest <input type="checkbox"/> Business <input type="checkbox"/> Others _____	Source of Funds 所得來源	<input type="checkbox"/> Salary <input type="checkbox"/> Commission <input type="checkbox"/> Investment <input type="checkbox"/> Interest <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Purpose of account opening 帳戶用途	<input type="checkbox"/> Personal Banking Transaction <input type="checkbox"/> Savings <input type="checkbox"/> Cheque <input type="checkbox"/> Credit Facility and Re-payment <input type="checkbox"/> Credit Facility only <input type="checkbox"/> Re-payment only <input type="checkbox"/> Salary <input type="checkbox"/> Term Deposit <input type="checkbox"/> Foreign Exchange <input type="checkbox"/> Foreign remittance, please indicate all countries <input type="checkbox"/> Others _____		

Residential Address (not a PO Box) 居住地址		
Postal Address (if different to residential address) 郵寄地址		
Email 電郵		
Home Phone 家用電話	Work Phone 工作電話	
Mobile Phone 行動電話	Fax 傳真	
Business Name (if any) 商號 (如適用)	ABN (if any) (如適用)	
Principal place of business (if any)		
Occupation/Nature of business 職業		

FATCA and CRS Declaration

Country or place of Birth* 出生國家/地		Country of Citizenship* 您是哪國公民	
Country of Residency ¹ * 居住國	<input type="checkbox"/> Australian Resident 澳洲居民 <input type="checkbox"/> Non-Resident of Australia 非澳洲居民 ¹	Australian Tax File Number 稅號 ²	
Country of Tax Residency 稅務國		TIN Number 稅號或相關識別號*	
Country of Residency 稅務國		Country of Residency 稅務國	

* If you have answered "USA or a foreign country" to any of these questions, please provide your TIN number or equivalent number as required by The Foreign Account Tax Compliance Act (FATCA) and/or Tax Laws Amendment (Implementation of the Common Reporting Standard) Act 2016 CRS. (欄位中如出現美國指標或其他國家指標，此國家納稅識別號為必填資訊) Please see the Australian tax Office web site if you require more information. (<https://www.ato.gov.au/>)

If you are a resident in more than one country or if you are uncertain about your tax residency, please consult with your tax consultant or visit the OECD AEOI portal (<https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>) for country-by country information on tax residence or detail all countries of tax residence and associated TIN number or equivalent number. (如您的居住地超過一個國家，請註明所有納稅居住國及各納稅居住地之相關識別號，所有國家納稅識別號為必填資訊)

Note: According to CRS, the TIN or equivalent number is required unless you are tax resident in a jurisdiction that does not issue a TIN or equivalent number. 依據共申報準則之要求，納稅居住國之相關識別號視為必填資料除非此納稅居住國不設納稅識別號與稅務居民。

¹ For residents, an initial deposit of AUD250,000 or over (equivalent in foreign currencies) is required. (澳洲居民首次存款需等於或超過澳幣 250,000 或等值貨幣)

If you ticked 'Non-Resident' above, please complete Section D - Non-Resident Statutory Declaration Form (非澳洲居民貸款需填寫非澳洲居民聲明表)

² Mega ICBC may collect your Tax File Number pursuant to taxation legislation. Quoting this number is not compulsory. However, if you do not quote your tax file number or state your reason for exemption (if any), an interest withholding tax will be taken out of your interest payments. If you are not a resident of Australia for taxation purposes, you must provide your overseas address. For further information about Tax File (這不是必須提供，但如果您不提供稅號，您將會被扣除有關利息的稅款。若有其他疑問，請與稅務單位聯絡)

Section B - Authorisation & Declaration 協議與聲明

Authorisation:

By signing below, I/we provide the following authorisations:

- a) I/We hereby request the Bank to open an account for me/us in my/our name (the "Account"). I/We authorise you to honour all payment instructions signed in accordance with the enclosed Signature Record Cards.
- b) For joint accounts only – We agree to be jointly and severally liable to the Bank for any debit balance in the Account. In the event of the death of either of us, you are authorised to pay the balance of the Account to the survivor(s).
- c) Authorisation of signature(s) – The enclosed Signature Record Card(s) applies to the Account and additionally, to all future deposit accounts opened with identical account names, unless requested otherwise.

Declarations:

By signing below, I/we declare that:

- a) All the information that I/we provide to the Bank is complete, true and correct and I/we will inform the Bank should any provided information change ;
- b) I/We understand that if I/we provide the Bank with incomplete or inaccurate information, my/our request for opening an account may be rejected by the Bank;
- c) I/We declare that I/we have not withheld any information that might cause the Bank to not approve this application;
- d) I/We have made my/our own independent judgment and decision to enter into this agreement and am/are not relying on any information given or representations made by the Bank to me/us;
- e) I/We consent to the use and disclosure of my/our personal information as set out in the Bank's **Privacy and Spam Statement**;
- f) A copy of Bank's **Terms and Conditions** has been furnished to me/us and I/we have read and understood the same and agree to be bound thereby;
- g) A **Schedule of Fees, Charges and Interest Rates** included in the **Terms and Conditions** has been furnished to me/us and I/we agree to be bound by the terms of the same;
- h) I/We authorise the Bank to deduct reasonable fees, charges, tax and duties from my/our accounts;
- i) I/We acknowledge that my/our deposits with the Bank are **not subject to Division 2 of the Banking Act – Protection of Depositors**; and
- j) I/We agree to advise the Bank whenever anything happens which would result in a failure to truthfully repeat any of the declarations stated above.

Acknowledgement that Deposits not subject to Depositor Protection Provisions:

"Provisions in the Banking Act 1959 for the protection of depositors do not apply to foreign ADIs including Mega International Commercial Bank Co.,Ltd. For example, depositors with foreign ADIs do not receive the benefit of the following protections:

- *Deposits are not covered by the financial claims scheme and are not guaranteed by the Australian Government*
- *Deposits do not receive priority ahead of amounts owed to other creditors. This means that if a foreign ADI was unable to meet its obligations or suspend payment, its depositors in Australia would not receive priority for repayment of their deposits from the foreign ADI's assets in Australia.*
- *A foreign ADI is not required to hold assets in Australia to cover its deposit liabilities in Australia. This means that if the foreign ADI was unable to meet its obligations or suspends payment it is uncertain whether depositors would be able to access the full amount of their deposit."*

By signing below, you acknowledge that you fully understand the status of your deposits with us

X

Name of 1st Applicant

第一申請人姓名

Date

日期

X

Name of 2nd Applicant

第二申請人姓名

Date

日期

Section C – Non-Resident* Statutory Declaration Form 非澳洲居民聲明表

This section applies to non-Australian resident individual customers only.

I/We do solemnly and sincerely declare that:

謹聲明:

1. I/We am not an Australian resident (“**Non-Resident**”).

本人目前為非澳洲居民並且沒有在澳洲從事任何商業活動

2. I/We have always lived and continue to live outside of Australia. 本人長居海外，未來亦將長居海外

3. I/We have not been in Australia, continuously or intermittently, during more than half of the financial year and I do not intend to take up residence in Australia. 本人在澳洲連續或間斷的居留期間未逾 183 天，且亦無取得居留之打算

4. I/We am not a member of a superannuation scheme established under the *Superannuation Act 1990*, or an eligible employee for the purposes of the *Superannuation Act 1976*, nor am I the spouse or child of any such person. 本人非屬 1990 年頒布之養老金計劃法案之適用成員或 1976 年頒布之養老金計劃之適用成員，亦非前述成員之配偶或子女

5. In the event that my Non-Resident status changes or I begin to carry on business in Australia, I/We undertake to inform Mega ICBC immediately and understand that the 10% tax withholding rate for interest earned by Non-Residents may no longer apply. 如本人的非澳洲居民地位有所變更或本人開始在澳洲從事商業活動，本人將立即通知貴行，並了解本人之存款利息將不會獲得 10% 預扣利息稅的豁免權

6. I/We fully understand the meaning and contents of this Non-Resident Statutory Declaration. 本人充分瞭解並知悉本聲明內容

And I/We make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*. 本人本於個人道德並在 *Oaths Act 1900* 約束下聲明上列事項屬實

Name of 1st Applicant 第一申請人姓名		Signed 簽署	X
Name of 2nd Applicant 第二申請人姓名		Signed 簽署	X
Name of the witness person 見證人姓名		a	(qualification to be authorised witness, see below) 合格見證人之身份見次頁

Certify the following matters concerning the making of this statutory declaration by the person who made it:

1. I was the face of the person or, I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing that covering; and
2. I have known the person for at least 12 months or, I have confirmed the person's identity by sighting a valid identification document.

Signature of authorised witness:

Date:

The above is not to be construed as taxation advice. It is your responsibility to determine whether or not you are a resident of Australia for taxation purposes. If you require assistance in making this determination, please contact your tax agent or local taxation office.

Who can witness a statutory declaration

The following persons may witness a statutory declaration in New South Wales:

- a solicitor / lawyer / barrister;
- a notary public / Justice of the Peace / Commissioner for Declaration;
- a police Officer;
- an employee of Australia Post with at least 2 years continuous service;
- a bank officer with at least 2 years continuous service;

Penalties for false Statutory Declaration

Any person who wilfully makes a false statutory declaration, and who derives or attempts to derive a material benefit as a result of their false declaration, is guilty of an offence and liable on conviction to imprisonment for **up to seven years**.

Section D - Notice of Authority and Agreement Respecting Instruction and Information by Electronic Transmission 授權書與電子傳送方式指示約定書

Authorisation to the Bank

Please note that I/we have authorised the person(s) whose name(s) and specimen signature(s) appear in the 'Details of Persons Authorised' Section, to act on my/our behalf (where this authority is from an organization, it has been given by a resolution of a legally constituted meeting of the organization or the directors of the company, as the case may be):

1. To draw cheques and other instruments on any of my/our accounts.
2. To overdraw any of my/our accounts.
3. To authorise you to make periodical payments or direct debits to any account and to debit that account with any charges or costs relating to such payments.
4. In relation to any term deposit or any other deposit in my/our name:
 - i. To place money on deposit;
 - ii. To receive payment of deposit moneys and interest;
 - iii. To give instructions in relation to any deposit, including instructions on the payment (whether at maturity or otherwise) or renewal of that deposit.
5. In relation to property held by you on my/our behalf (including any property held in joint names or on behalf of the organization):
 - i. To have access to, and receive from you such property; and
 - ii. To give you instructions regarding such property.
6. To instruct you to transfer accounts between branches.
7. To instruct you to close all or any of my/our accounts.
8. To make, accept, endorse or discount cheques and other instruments made payable to, or to the order of, me/us or, where I/we are a trustee, to the estate or trust.
9. To arrange the issue and negotiation of letters of credit.
10. To sign deposit and set off agreements.
11. To give or sign any documents for your protection, including guarantees and indemnities, relating to:
 - i. Missing documents; or
 - ii. Guarantees or undertakings given or to be given by you in my/our request, or in favour of any of my/our officers or agents.
12. To pledge, assign, give security over or take arrangements with you regarding my/our property or accounts and to receive any such property from you.
13. To make enquiries, to give instructions and generally to request and receive information in relation to any of my/our accounts.

This authority applies to all of my/our accounts and all accounts that I/we may conduct in the future, except those accounts for which I have given you a separate notice.

Details of Persons Authorised

Provide the following details of each person authorised to act 請填寫被授權人資料

Authorised person name 被授權人名字		Authorised person name 被授權人名字	
Other name(s) known by 別名		Other name(s) known by 別名	
Address 被授權人地址		Address 被授權人地址	
Contact Number 聯絡電話		Contact Number 聯絡電話	
Occupation 職業		Occupation 職業	
Relationship with account holder 關係		Relationship with account holder 關係	
Country / Place of Birth*		Country / Place of Birth*	
Date of Birth		Date of Birth	
Country of Citizenship 您是哪國公民		Country of Citizenship 您是哪國公民	
Country of Tax Residency 稅務國		Country of Tax Residency 稅務國	
TIN Number or equivalent number 稅號或相關識別號		TIN Number or equivalent number 稅號或相關識別號	
Specimen Signature 簽名樣本	X	Specimen Signature 簽名樣本	X

* If you are a controlling person of a Passive Entity and have answered "USA or a foreign country" to any of these questions, please provide your TIN number or equivalent number as required by The Foreign Account Tax Compliance Act (FATCA) and/or Tax Laws Amendment (Implementation of the Common Reporting Standard) Act 2016 CRS. (欄位中如出現美國指標或其他國家指標·此國家納稅識別號為必填資訊) Please see the Australian tax Office web site if you require more information. (<https://www.ato.gov.au/>)

Controlling person is a person who exercises control over an Entity. The person will be considered as each settlor(s), the trustee(s), the protector(s), the beneficiary(ies) and any other natural person(s) exercising ultimate effective control over the trust. Another type of controlling person is any person who exercises control through direct or indirect ownership of a capital or profits of the partnership, voting rights in the partnership, or who exercises control over the management of the partnership or similar arrangement.

If you are a resident in more than one country or if you are uncertain about your tax residency, please consult with your tax consultant or visit the OECD AEOI portal (<https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>) for country-by country information on tax residence or detail all countries of tax residence and associated TIN number or equivalent number. (如您的居住地超過一個國家·請註明所有納稅居住國及各納稅居住地之相關識別號·所有國家納稅識別號為必填資訊)

Note: According to CRS, the TIN or equivalent number is required unless you are tax resident in a jurisdiction that does not issue a TIN or equivalent number. 依據共申報準則之要求·納稅居住國之相關識別號視為必填資料除非此納稅居住國不設納稅識別號與稅務居民。

Method of operation - Joint/Several

If more than one person has been authorised, they will act in the following manner (select one option):

- Joint authorisation (all persons authorised must act and sign together)
- Single / Several (each person authorised acts or signs alone on my/our behalf)
- Other, please specify

Authority Agreement

This authority will continue until the branch where my/our accounts are kept, receives written notice in a form satisfactory to the Bank from me, or any one or more of us, or the organisation, that it has been revoked.

This authority cancels any previous authority I/we have given to you regarding the persons authorised to act except in relation to:

- Instruments dated before the date of this authority and presented for payment after you receive this authority, and
- Any act done under the previous authority

Joint Accounts

- If any one or more of us dies, then as far as you are concerned:
 - any credit balance in any account held in our joint names will be a debt due to the survivor; and
 - any property held by you on our joint behalf will be deliverable to the survivor, and you shall be free from all responsibility in paying or delivering that money or property to such survivor.
- Our liability to you is joint and several if any of our accounts is or becomes overdrawn.
- You may accept for the credit of any of our accounts any instruments payable to any one or more of us.

Business/ Organisation Accounts

- There is no other person or organisation interested as proprietor of the business. I/we will write to you immediately if there is a change of ownership of the business.
- If there is more than one proprietor of the business:
 - our liability to you is joint and several if any of our accounts is or becomes overdrawn; and
 - you may accept for the credit of any of our accounts any instruments payable to any one or more of us.
- I/we have given you an up-to-date copy of the certificate of registration (if any) of the business name, or if registration has been

applied for, but not yet obtained, a copy of the application.

- For a company – we have given you a copy of the certificate of registration or incorporation.
- For any other type of organization – we have given you an up-to-date copy of the rule, by-laws, constitution or other document (if any) constituting the body named on this authority and authorizing the signatory/ies to act.

In this authority:

"account" includes a term or other deposit.

Except in the **Privacy Consent of Person Authorised** Section, I, me, my, we, our and similar words refer to the organisation, persons or proprietors of the business named above as the Customer.

- "Instruments" means cheques, drafts, bills of exchange, promissory notes and other instruments.
- "joint account" means an account held by two or more natural persons but does not include an account held by the trustees of a trust or the proprietor(s) of a business.
- "letters of credit" includes documentary letters of credit and stand-by letters of credit.
- "organization" refers to the company, society, club, institution or other association named above as the Customer.
- "property" includes packets, boxes, deeds, securities, bills of exchange, promissory notes, drafts, bills of lading, warehouse certificates, insurance policies, insurance bonds, deferred annuity policies, and any other documents or property of any kind.
- "Trustee account" means an account in the name of the trustees of a trust or the executors or administrators of a deceased estate.
- "you" and "your" means the Bank.

Agreement Respecting Instruction and Information by Electronic Transmission

In consideration of Mega International Commercial Bank Co., Ltd (ARBN 079 372 688), Sydney/Brisbane/Melbourne Branch (hereinafter referred to as "Branch", and collectively referred to as "Mega ICBC") acting upon instructions given from time to time by the undersigned (the "Customer") to the Branch, the Customer agrees as follows:

A. Instructions by Electronic Communication. Your consent to electronic communication applies to all current and future accounts with Mega ICBC held in the name of same ID.

1. Authorisation. Any of the Signatory(ies) and/or Nominated Contact Person are authorised to make enquiries and/or give instructions on behalf of the Customer either by facsimile transmission, telecopier, telex or email with the valid signature:
 - a. to make debit or credit arrangement, from any account in the Customer's name.
 - b. to transfer funds from any account in the Customer's name to any individual, firm or corporation;
 - c. to carry out any cash or electronic foreign exchange transaction, remittance or withdrawal;
 - d. to overdraft any account;
 - e. to make a drawdown under its facility Agreement. (for loan account only.)
 - f. The instructions includes but not limited to apply or open an account and/or to stop payment for a transaction under the same ID) and generally to request and receive information under the same ID.
 - g. Updating contact details or information;

Monetary Limit. The above Authorisation is only applicable to instructions within the following monetary limit (if applicable)(see clause 4):

No monetary limit OR Limited to the monetary value of

\$

2. Action on instructions
 - (a) MEGA ICBC may act on instructions in accordance with this Agreement from, or purporting to be from, Signatory(ies) until the Branch has received written notice of cancellation in writing from you.
 - (b) MEGA ICBC will act upon instructions given in the accordance with this Agreement during the Bank's usual banking hours on the earliest banking day possible, as determined by the time of receipt and the type of transaction required.
 - (c) You may cancel the electronic communication option at any time by notifying us in writing and send to us by post, email or fax
 - (d) We may cancel your access electronic communication at any time with no notice if we believe that continued use of the service may result in loss to you or to us.

3. **Receipt of instructions.** Instructions to Mega ICBC shall be considered to have been reviewed only when they are brought to the attention of the officer at the Branch to whom it is addressed. Instructions are not addressed to any particular person will be considered to be addressed to the Business Department Manager or his/her designated person.

Confirmation of of Electronic Instructions. When instructing by Electronic Instruction to transfer funds to any individual, firm or corporation for an amount of more than Fifteen Thousand Australian Dollars or the equivalent in a different currency, the Customer or the Authorised Person is required to phone the Branch and confirm the Electronic Instruction right after the instructions are given.

Alternatively, the bank might contact the following nominated contact person to confirm the instruction provided electronically:

Name of Contact Person

Title (if applicable):

Contact Number:

If the nominated contact person is unable to be contacted, the bank may not process the electronic instruction. The Bank will not be responsible for any direct or indirect loss incurred by the customer in regards to the electronic instruction.

4. **Bank declining to act.** We may refuse to act on any instruction for any reason, or refuse to act until we receive confirmation of the instructions from you by other means. .
5. **Instructions considered valid.** All Electronic Instructions as acted upon by Mega ICBC shall be conclusively considered to be valid instructions, even if they did not come from Signatory(ies), were not accurately transmitted, were not properly understood by Mega ICBC or differ from any following written confirmation, unless Mega ICBC was grossly negligent or engaged in willful misconduct in interpreting those instructions.
6. **Information and instructions by Electronic Instruction.** The Customer authorizes Mega ICBC to rely on all information and instruction transmitted by Electronic Instruction from, or purporting to be from, Signatory(ies).



General

- 7. **Branch Communication numbers.** The Branch’s current communication numbers are set out on the head of this Agreement. The Branch will give the Customer written notice of any change in such numbers. Any written notice from one party to the other is to be made to its address set forth in this Agreement (or such other address as it may from time to time advise)
- 8. **Instructions, etc. effective only at the Branch.** Electronic Instructions and information given in accordance with this Agreement relate only to the transactions between the Customer and the Branch which received the instructions, and shall not be effective as regards with any other branch of Mega ICBC.
- 9. **Change to list of Signatory(ies).** The Customer may from time to time notify the Branch in writing of changes to the list of Signatory(ies) and Nominated Contact Person(s) in this Agreement. No change to that list is effective until the Branch has received and accepted written notice of the change.
- 10. **Monitoring and functioning of communications facilities.** Mega ICBC will use reasonable efforts to monitor its electronic facilities to determine if it has received any instructions or information from the Customer. Mega ICBC’s ability to act upon electronic instructions depends upon normal functioning of various communication facilities used by Mega ICBC. Mega ICBC shall not be liable for any delay or failure to receive electronic instructions or information.
- 11. **Liability of Bank.** Mega ICBC shall not be responsible for any liability, damages, demands or expenses that the Customer incurs due to Mega ICBC acting or failing to act upon instructions or information received (except for Mega ICBC’s gross negligence or willful misconduct). In the event of Bank’s gross negligence or willful misconduct, its liability to the Customer shall be limited to the amount involved in the relevant instruction. Mega ICBC shall not in any event be liable for any incidental, consequential or indirect damages, or for loss or profit. The Customer agrees that Mega ICBC will not be liable to the Customer for any losses which the Customer may suffer if the Bank has acted on communication or instructions transmitted by the electronic means upon which one or more of the signatures and/or the identity of the person giving the instructions has been forged or is otherwise unauthorized, provided only that the Bank has acted in good faith believing such person to be one of the Authorized Signatories or such signatures to be genuine or authorized, as the case may be.
- 12. **Indemnity.** The Customer shall indemnify and keep Mega ICBC harmless from and against all liabilities, claims, actions, damages, demands and expenses that Mega ICBC may incur (other than due to its own gross negligence or willful misconduct), including without limitation legal fees and disbursements reasonable incurred by Mega ICBC because we act on any electronic communication instructions that appears to us to have been authorised by you. This indemnity is in addition to any other indemnity or assurance against loss provided by the Customer to Mega ICBC.
- 13. **Admissibility of Electronic transmission.** Mega ICBC may, if necessary, enter in evidence in any trial the Electronic transmission received by Mega ICBC (or any photocopy of such a transmission) as if it were the original document, and the Electronic Instruction copy shall be

sufficient and valid proof of the information contained in the electronic communication.

- 14. **Board authorization.** The Customer’s Board of Directors has authorized the signing of this Agreement.
- 15. **Valid agreement.** This Agreement is a valid and binding obligation of the Customer, enforceable in accordance with these terms.
- 16. **This agreement additional.** The terms of this Agreement are in addition to, and not in substitution for, the terms of any other agreement between the Customer and Mega ICBC. If any conflict arises between this and other agreement with the Customer, the terms of this Agreement shall prevail.
- 17. **Language.** The Customer hereby confirms the express wish that this Agreement and any related instructions and documents be drawn up in English only which shall be controlling and declares to be satisfied therewith.
- 18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Australia.
- 19. By completing this application form, you are providing personal information to Mega ICBC for the primary purpose of considering and assessing your application, verifying your identity and if your application is successful, to establish and administer your account. For this purpose, your personal information may be used and disclosed to third party service providers. Mega ICBC will also collect and utilise your personal information for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
- 20. We rely on you to keep all your information up to date, and to notify us in written form with the valid signature and send to us by post, email or fax if they change.

The Customer hereby confirms to Mega ICBC that Mega ICBC has made clear to the Customer and the Customer is fully aware of the risks of omissions, errors, mis-statement, fraud and/or unauthorized interventions by third parties as a result of Mega ICBC acting upon such communication or instruction.

X

Signature of 1st Applicant

第一申請人簽名

Name of 1st Applicant

第一申請人姓名 _____

X

Signature of 2nd Applicant

第二申請人簽名

Name of 2nd Applicant

第二申請人姓名 _____



Section E - Consent to use Information and Credit Reports 隱私同意書

Name: _____ ("You")

You acknowledge and consent to Mega International Commercial Bank Co. Ltd 27 079 372 688, AFSL and Australian Credit Licence Number: 247346 and its related businesses (collectively known as "Mega ICBC") using:

- if you are an individual, 'information' (referred to as 'personal information' in our Privacy Policy) about you; and
- if you are an entity other than an individual, information about your entity as set out in our Privacy Policy;

for the purpose of arranging or providing the products and services offered by Mega ICBC and for direct marketing of products and services offered by Mega ICBC or any organisation Mega ICBC is affiliated with or represents.

You acknowledge that you are authorised to provide individual about the person or entity named above.

You further acknowledge that you have read our Privacy Policy and understand that in this Privacy Consent, a reference to 'information' includes personal information (including credit information and sensitive information) about individuals as well as information about non-individual customers.

You understand that the information provided by you will be held by Mega ICBC.

If you are an individual, you can gain access to the information held about you by contacting Mega ICBC. You have the right to request not to receive direct marketing material.

You agree that Mega ICBC, any mortgage broker, mortgage originator, mortgage manager, and any other person or company who at any time provides or has any interest in the credit can do any of the following at any time.

1. **Commercial credit information:** If we are providing or have provided you with a credit facility, seek and use commercial credit information about you to assess an application for consumer credit or commercial credit.
2. **Consumer credit information:** If we are providing or have provided you with a credit facility, seek and use consumer credit information about you to assess an application for commercial credit or consumer credit.
3. **Collection of overdue payments:** If we are providing or have provided you with a credit facility, seek and use a credit report about you provided by a credit-reporting agency to collect overdue payments from you.
4. **Exchange of information between credit providers:** Seek from and use or give to another credit provider any information about your account, credit worthiness, credit standing, credit history or credit capacity. In particular, Mega ICBC may provide a bank opinion on you.
5. **Exchange of information with originators:** Seek from and use or give, information and details of your account to any mortgage broker, mortgage originator, or mortgage manager.
6. **Exchange of information with advisers:** Seek from and use, or give to any originator, financial consultant, accountant, lawyer, or other adviser acting in connection with any product or service provided or proposed to be provided to you, any information including consumer or commercial credit information about you. You also acknowledge that some of these may be located outside of Australia
7. **Provide information to credit reporting agencies:** If we have provided you with a credit facility, disclose to a credit reporting agency information about you. The information may include identity particulars; the fact that credit has been applied for and the amount; the fact that Mega ICBC is a current credit provider to you; payments which become overdue more than 60 days, and for which action is commenced; advice that payments are no longer overdue; advice that cheques drawn by you have been dishonoured more than once; in specified circumstances that in the opinion of Mega ICBC you have committed a serious credit infringement; and the credit provided to you by Mega ICBC has been paid or otherwise discharged.

8. **Provide information to guarantors:** Provide information to any person who proposes to guarantee or has guaranteed repayment of any credit provided to you.
9. **Provide information in relation to disputes and enquiries:** Disclose consumer credit information, commercial credit information, and information to any industry body, tribunal, or court or otherwise in connection with any complaint regarding a product or service Mega ICBC has provided to you.
10. **Disclose information:** Disclose information about you as required by law, or to organisations involved in providing credit to you, any associate or contractor of Mega ICBC, (including, for example, stationery printing houses, mail houses, lawyers, accountants), or people considering acquiring or taking an interest in Mega ICBC's business, or assets. For the avoidance of doubt, you specifically consent to your information being disclosed to regulators and law enforcement agencies located both in Australia and in countries outside Australia.
11. **Customer identification** – Disclose information about me / us to an organisation providing on-line verification of an individual's identity for the purposes of the Anti-Money Laundering / Counter-Terrorism Financing Act.
12. **Disclosure of data offshore.** Disclose information to our related bodies corporate, and third party service providers, some of which are located in countries outside of Australia and some of which are located in countries that do not have laws that provide the same level of protection as the laws of Australia.
13. **Verification of your identity using information at a credit reporting agency (CRA).** To enable us to verify your identity, we may disclose information such as your name, date of birth, and address to a CRA to obtain an assessment of whether that information matches information held by the CRA. The CRA may give us a report on that assessment and to do so may use information about you and other individuals in their files. Alternative means of verifying you are available on request. If we are unable to verify your identity using information held by a CRA we will provide you with a notice to this effect and give you the opportunity to contact the CRA to update your information held by them or verify your identity using an alternative method acceptable to us.
14. **Verification of your identity using an Official Record Holder (ORH).** ORH means, in respect of each Supported Document, the entry against whole official record data the information submitted in an Information Match Request is matched (or attempted to be matched) via the DVS. To enable us to verify your identity, we may disclose information such as your name, date of birth and address to the ORH to obtain an assessment of whether the information matches information held by the ORH. The ORH may give us a report on that assessment and to do so, may use information about you and other individuals held in official records. The ORH used by Mega ICBC is a third party and is not related to Mega ICBC. The ORH may use other third parties to verify your information and will therefore have access to the details provided by Mega ICBC to the ORH, the result of the request and other information obtained as a result of the request. During the assessment by ORH and its third party providers, your information may be transmitted to New Zealand and information about you that is held in New Zealand may also be used in verifying your identity.

Signatures of individual customer /individual guarantor or person authorised to sign this consent on behalf of a non-individual entity and date

Signature

Name

Title (if signing on behalf of a non-individual customer or guardian)

Date of signature

By completing this application form, you are providing personal information to Mega ICBC for the primary purpose of considering and assessing your application, verifying your identity and if your application is successful, to establish and administer your account. For this purpose, your personal information may be used and disclosed to third party service providers. Mega ICBC will also collect and utilize your personal information for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

Official use only:



