

Account Disclosures

The following are the disclosures which supplement the applicable Relationship Documents entered into between the Bank and the Customer. This is a Supporting Document and should be read together with the Australia Country Conditions and all other Relationship Documents.

These disclosures may be updated from time to time, and the latest version will be available at: <https://www.business.hsbc.com.au/en-au/form-downloads-and-interest-rates>

In this document:

- **Banking Day** means, for any purpose, any day other than a Saturday or Sunday on which one or more branches of the Bank are open in Australia and, if the Account is in a currency other than Australian Dollars, which is also a day other than a Saturday or Sunday on which banks are open for business in any place with which the Bank needs to communicate or effect or arrange any payment, currency conversion or other transaction for that purpose.

1 Interest Rates

The Bank will provide periodic statements showing the payments into and from each Account through electronic channels, or to the Customer's address the Bank has in its records. The Customer is responsible for updating its contact details to ensure that it receives statements from the Bank. If any statements return undelivered, the Bank reserves the right not to send further statements until the Customer has updated its contact details with the Bank.

2 Fees and Charges

Information about the fees and charges applicable to an Account (which are subject to changes from time to time) is set out in the "Corporate Banking fees and charges guide" that is available from the Bank on request or on the Bank's website (which is updated from time to time) at www.hsbc.com.au.

Unless the Customer has received notice from the Bank advising otherwise, the Bank will debit the Accounts for all bank fees and amounts on account of government charges and duties on the 12th calendar day of the month following the period in which the fee was incurred or if this falls on a day that is not a Banking Day, the following Banking Day. Fees and charges will also be debited on Account closure.

If these amounts result in a debit balance they are payable on demand or when the Bank debits the Account for them.

The Bank may elect not to charge a fee which the Bank is otherwise entitled to charge. Any failure by the Bank to charge a fee will not constitute a waiver of that fee or the right to charge that fee in the future.

3 Inactive Accounts

3.1 An Account becomes inactive if no deposits or withdrawals are made during a continuous 12 month period. Under these conditions, the Bank reserves the right to close the Account without any prior notice to the Customer.

3.2 Balances on certain Accounts which have not been used by making a deposit or withdrawal (excluding any bank charges or interest paid) for seven (7) years are treated by the law as unclaimed moneys. In such situations the Account is closed and credit balances are dealt with in accordance with the relevant legislation.

4 Banking Code of Practice and Financial Services Guide

4.1 The Bank has adopted the Banking Code of Practice ("BCOP"). Not all the provisions of the BCOP will apply to the Customer's Accounts. To the extent that the BCOP applies to an Account, the Bank agrees to be bound by the provisions of the BCOP.

4.2 General descriptive information about the Bank's banking services and the use of cheques is set out in its Corporate and Business Banking Financial Services Guide and Banking Code of Practice Guide ("FSG").

4.3 The FSG includes the following information:

- the Bank's account opening procedures;
- the Bank's obligations regarding the confidentiality of the Customer's information;
- complaint handling procedures;
- general descriptive information regarding cheques including bank cheques;
- a recommendation that the Customer informs the Bank promptly if the Customer is in financial difficulty; and
- a recommendation that the Customer reads the applicable terms and conditions (which in relation to the Customer's Account means the Customer should carefully read the terms and conditions before the Customer signs the account opening documents).

4.4 A copy of the FSG is available on request. Information on current standard fees, charges and interest rates is also available on request.

5 Dispute Resolution and Complaints

The following disputes and complaint handling procedures apply to each Account:

5.1 Introduction

The Bank is committed to the delivery of excellence through the highest customer service standards. Whether the Customer is providing feedback, paying a compliment, raising a dispute or making a complaint, the Customer's input is important.

5.2 Disputing a Transaction

- (a) If the Customer wishes to dispute a transaction or believes there is an error in an Account statement, or if the Customer has any concerns about a procedure, compliance issue, or have encountered a problem with the Bank's service, the Customer should inform the Bank about it as soon as possible after the date of the transaction so that the Bank may reasonably investigate it. The Customer can either contact its Relationship Manager or call the Bank on 1300 300 437 and the Bank should be able to resolve the problem; if not, the Bank can undertake further investigation and action. If the Customer does not notify the Bank promptly, the ability to dispute a transaction may be lost.
- (b) The Bank's front line staff or managers should be able to resolve any issues raised by the Customer. If the Bank is unable to resolve the Customer's dispute immediately to its satisfaction, the Bank will advise the Customer of the procedures for the further investigation and handling of the dispute and may ask the Customer to provide further details. For example, if there is a dispute over who is

liable for a loss resulting from an unauthorised transaction, the Customer will be asked to complete and sign a form providing further information.

- (c) If the Customer's Account is found to have been incorrectly credited or debited, the Bank will adjust the Account accordingly (including any interest and charges) and notify the Customer in writing of the amount of the adjustment.
- (d) If the Bank finds that the Customer is liable for all or part of the disputed transaction, it will supply the Customer with copies of any document or other evidence on which it based its findings, and advise the Customer in writing, if there was any system or equipment malfunction at the time of the transaction.

5.3 Making a Complaint

- (a) If the Customer is dissatisfied with any of the Bank's products, services, staff or the handling or outcome of the Customer's dispute, then the Customer may raise a complaint with the Bank by contacting its Relationship Manager or calling the Bank on 1300 300 437, or by writing to:
 - Mail: Customer Relations Team
HSBC Bank Australia Limited
PO Box 5302
Sydney NSW 2001
Australia
- (b) Alternatively, the Customer can log onto the Bank's website at www.hsbc.com.au and record its complaints or feedback via the "Contact Us" icon.

5.4 The Bank's investigations of a complaint

- (a) The Bank will investigate the Customer's complaint and within 30 days of receiving the Customer's complaint write to the Customer, explaining the outcome of its investigation or that more time is needed to complete the investigation.
- (b) Unless there are exceptional circumstances, the Bank will complete its investigation within 30 days of receiving the Customer's complaint.
- (c) If the Bank is unable to resolve the Customer's complaint within 30 days, the Bank will write to the Customer and inform the Customer of:
 - the reasons for the delay;
 - the Customer's right to complain to the Australian Financial Complaints Authority ("AFCA") if the Customer is a small business (as defined by the AFCA Rules below) and the Customer is dissatisfied; and
 - the contact details for AFCA.

5.5 The Bank's investigations of a complaint

- (a) When the Bank completes its investigations of the Customer's complaint, it will notify the Customer in writing of:
 - the final outcome of the complaint;
 - the Customer's right to take the complaint to AFCA if the Customer is a small business (as defined by the AFCA Rules below) and the Customer is not satisfied

with the final outcome; and

- the contact details for AFCA.

- (b) The Australian Financial Complaints Authority complaint resolution scheme rules ("**AFCA Rules**") define small business as a business that had less than 100 employees at the time of the act or omission by the financial firm that gave rise to the complaint. (Note: A complaint is excluded from AFCA's jurisdiction if the complainant is a member of a group of related bodies corporate and that group has 100 employees or more.)

5.6 Australian Financial Complaints Authority

- (a) The Australian Financial Complaints Authority ("AFCA") scheme is an impartial, independent and free service for personal and small business customers. For more information refer to the AFCA website at www.afca.org.au.
- (b) The Customer can also contact AFCA by writing to:

Australian Financial Complaints Authority
GPO Box 3
Melbourne, VIC 3001
Phone: 1800931678
Email: info@afca.org.au

5.7 Financial Claims Scheme

If the Customer does open an Account, then in the event of the Bank becoming insolvent, the Customer may be entitled to payment under the financial claims scheme. Payments under the scheme are subject to a limit for each depositor. Information about the scheme can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60.