

# Currency Term Deposit

## Terms and Conditions Hong Kong

### About these Currency Term Deposit Terms and Conditions

These Currency Term Deposit Terms and Conditions of Commonwealth Bank of Australia acting through its Hong Kong branch (“the Bank”) govern a Currency Term Deposit made by You with the Bank. You should read these Terms and Conditions carefully and keep a copy for Your future reference.

The meaning of certain words used in these Terms and Conditions are explained in the Definitions section at the end of this document.

The Currency Term Deposit Transaction Documents comprise of:

- a. these Currency Term Deposit Terms and Conditions;
- b. each Appendix (if any) applicable to the Currency Term Deposit; and
- c. the Confirmation applicable to the Currency Term Deposit.

By entering into a Currency Term Deposit with the Bank, You confirm that You have read and agreed to the following terms and conditions

### Currency Term Deposits are available to Professional Investors only

These Currency Term Deposit Terms and Conditions are made available to persons who are “Eligible Depositors” as defined in these Terms and Conditions. They have not been prepared for, and must not be distributed to or replicated in any form to, anyone who is not an Eligible Depositor.

These Currency Term Deposit Terms and Conditions may be provided to persons outside Hong Kong who meet the relevant tests for “wholesale clients” or “professional investors” (or similar) (other than individuals) in the relevant jurisdiction and where it is lawful to do so. For more information please refer to the Appendix for Your jurisdiction (if available).

### Hong Kong Deposit Protection Scheme

The Bank is a member of the Deposit Protection Scheme in Hong Kong established by the Hong Kong Deposit Protection Board pursuant to the Deposit Protection Scheme Ordinance (Cap. 581 of the Laws of Hong Kong) (“DPS”). Eligible Currency Term Deposits taken by the Bank qualify for protection under the DPS up to a limit of HK\$500,000 per depositor. A Currency Term Deposit is NOT a protected deposit and is NOT eligible for protection by the DPS if the term exceeds five (5) years or the Currency Term Deposit is subject to any foreign exchange forward contract under currency switching services. Further information about the DPS is available at [www.dps.org.hk](http://www.dps.org.hk)

### Australian Financial Claims Scheme

Currency Term Deposits which are made with a foreign branch of Commonwealth Bank of Australia are not covered by the Australian Government Guarantee on deposits under the Financial Claims Scheme (“FCS”), or guaranteed by any other person. Accordingly, the FCS will not cover the Currency Term Deposits.

# Important Information

**A Currency Term Deposit is a hold to maturity product, and cannot be terminated by You prior to maturity or transferred by You to another person prior to maturity. You should not deposit funds You may require for other purposes in the Currency Term Deposit.**

## Warning

You should not enter into a Currency Term Deposit unless you have read and taken reasonable steps to understand the Terms and Conditions.

## Agreement by Client

In consideration of the Bank at Your request entering into Currency Term Deposits with You from time to time, You accept and agree to be bound by, the Currency Term Deposit Transaction Documents.

## 1. Currency Term Deposit and Confirmations

- a. Currency Term Deposits are only offered to Eligible Depositors where it is lawful to do so.
- b. The Bank and You may enter into Currency Term Deposits with each other from time to time, subject to the Bank's requirements regarding Deposit Currency, minimum Deposit Amount, and Term, as determined and updated by the Bank at its discretion (acting reasonably) from time to time. In the event of any inconsistency between the provisions of these Terms and Conditions and an Appendix (if any), the Appendix will prevail.
- c. You authorise the Bank to act on Your instructions received by telephone, email or via approved electronic dealing systems as Your authority to transact in relation to the Currency Term Deposit.
- d. After You enter a Currency Term Deposit, the Bank will send You a Confirmation confirming the Details agreed by You and the Bank in respect of that Currency Term Deposit for Your records as soon as reasonably practicable. Except as expressly provided in these Terms and Conditions, in the event of any inconsistency between the provisions of these Terms and Conditions, any Appendix and the Confirmation of a Currency Term Deposit, the Confirmation will prevail for the purpose of that Currency Term Deposit.
- e. The Bank will take reasonable steps to ensure the accuracy of the Confirmation. If however, You identify an error in the Confirmation You must notify the Bank of the error as soon as reasonably practicable following receipt of the Confirmation. The Bank will take reasonable steps to confirm if there is an error in the Confirmation and if we agree there is an error, the Bank will send You an amended Confirmation, for Your records. If the Bank does not agree there is an error, the Bank will notify You and endeavour to resolve the matter. However, the terms of the confirmation shall remain valid even if these steps are not followed.
- f. The Currency Term Deposit Transaction Documents form a single agreement between the Bank and You.
- g. These Terms and Conditions shall not in any way oblige the Bank to enter into any Currency Term Deposit with You.

- h. Subject to clause 21, the Bank reserves the right to amend these Terms and Conditions from time to time. These Terms and Conditions will be available on the website <https://www.commbank.com.au/important-info/business.html#ctd> or from Your relationship manager.

## 2. Agreement to be bound by Currency Term Deposit Transaction Documents

By entering a Currency Term Deposit, You confirm You agree to be bound by Currency Term Deposit Transaction Documents.

## 3. Bank accounts

- a. Unless otherwise agreed by the Bank, all Currency Term Deposits should be made by direct electronic transfer using SWIFT or other payment systems, details of which will be agreed between You and Your Global Markets representative or relationship manager prior to You entering into a Currency Term Deposit.
- b. Copies of the Bank's standard settlement instructions will be provided by Your Global Markets representative or relationship manager prior to entering the Currency Term Deposit or at the time the deposit is agreed and accepted.
- c. Amounts payable to You will be paid to the bank account details provided by You prior to You entering into a Currency Term Deposit, unless You nominate a bank account held in Your name (a "Nominated Bank Account") at least five (5) Business Days prior to the Maturity Date for the Currency Term Deposit
- d. You must ensure that the Bank has received the Deposit Amount (Cleared funds) by the Deposit Date of the Currency Term Deposit, or have the Deposit Amount available in Your Nominated Bank Account on the Deposit Date.

## 4. Currencies

Currency Term Deposits are available in a range of currencies, including:

- Hong Kong Dollars (HKD)
- United States Dollars (USD)
- Pound Sterling (GBP)
- Japanese Yen (JPY)
- New Zealand Dollars (NZD)
- Euro (EUR)
- Singapore Dollars (SGD)
- Canadian Dollars (CAD)
- Chinese Yuan Renminbi (CNH)
- Australian Dollars (AUD)

The Bank will, at its discretion (acting reasonably) consider other currencies on request.

## 5. Details

The Details of each Currency Term Deposit are agreed by You and the Bank, provided that:

- a. the minimum Deposit Amount is the Deposit Currency equivalent of AUD500,000 unless otherwise agreed by the Bank;
- b. the minimum Term is thirty (30) days and the maximum Term is one (1) year, unless otherwise agreed by the Bank; and
- c. You are an Eligible Depositor and it is lawful for the Bank to enter into the Currency Term Deposit with You.

## 6. Calculation of Interest

- a. Interest will accrue on the Deposit Amount on a daily basis from, and including, the Start Date to, but excluding, the Maturity Date.
- b. The amount of Interest payable in respect of each Interest Period will be calculated by the Bank multiplying the Deposit Amount by the applicable Interest Rate by the actual number of days in the Interest Period divided by 360 or 365 days (depending on the Deposit Currency and as specified in the Confirmation).

- c. Where the amount of Interest payable in respect of an Interest Period is calculated by the Bank to be a positive amount, that amount will be payable by the Bank to You. Where the amount of Interest payable in respect of an Interest Period is calculated by the Bank to be a negative amount, that amount will be payable by You to the Bank.
- d. Unless otherwise agreed, if a Maturity Date is not a Business Day, then the Maturity Date is postponed to the next Business Day and no additional interest is payable in respect of that postponement and there is no adjustment to that Interest Period.
- e. Where the Bank has not received the Deposit Amount (cleared funds) by, or the Deposit Amount is not available in Your Nominated Bank Account on, the Deposit Date for the Currency Term Deposit, the Bank may adjust the amount of Interest payable by the number of days the Deposit Amount was not received or available during the Term of the Currency Term Deposit.

## 7. Payments at maturity

- a. Where Interest is payable by the Bank to You, the Bank must pay such Interest and the Deposit Amount in the Deposit Currency on the Maturity Date.
- b. Where Interest is payable by You to the Bank, the Bank must pay the Deposit Amount, less the absolute value of such Interest (the "Net Deposit Amount") in the Deposit Currency on the Maturity Date.
- c. On or before the Maturity Date, the Bank may contact You to confirm Your instructions for the Currency Term Deposit.
- d. You can request that the Deposit Amount and Interest (or where Interest is payable by You, the Net Deposit Amount) be reinvested into a new Currency Term Deposit, on such terms as agreed between You and the Bank. Unless otherwise agreed, such request must be made not less than three (3) Business Days prior to the Maturity Date. However, the Bank is under no obligation to agree to any such request.
- e. If the Bank is unable to contact You or You have not provided the Bank with instructions for the Currency Term Deposit prior to the Maturity Date, Interest and the Deposit Amount (or where Interest is payable by You, the Net Deposit Amount) may be:
  - i. paid in accordance with Your standard settlement instructions that You have provided; or
  - ii. reinvested on an at call basis at the Bank's discretion until You provide the Bank with instructions.

## 8. Calculations final and rounding

- a. The Bank is responsible for calculating all amounts owing under these Terms and Conditions and shall notify You of the calculations.
- b. For the purposes of any calculations required pursuant to these Terms and Conditions:
  - i. all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up);
  - ii. all figures will be rounded to four decimal places (with halves being rounded up); and
  - iii. all amounts that fall due and payable will be rounded to the nearest cent (with halves being rounded up).
- c. All calculations and determinations of any amounts by the Bank under these Terms and Conditions must be made in good faith and in a commercially reasonable manner. Upon request, the Bank will provide You with reasonable details about how the Bank came to these calculations and determinations.

If You wish to dispute any calculations or determinations, You should contact Your Global Markets representative or relationship manager. Please refer to clause 27 of these Terms and Conditions for more information.

## 9. Tax and Government Charges

- a. Despite any other provision of these Terms and Conditions, government taxes, duties or charges (including withholding taxes), where applicable, are deducted from payments to You.
- b. If Interest or any other payment under a Currency Term Deposit is subject to government taxes, duties or charges (including withholding taxes) in any jurisdiction, there will be no “gross up” or any additional amount payable by us to You by way of compensation for any withheld amount.
- c. Your Hong Kong tax treatment depends on Your individual circumstances and may be subject to change in the future. If You may be subject to tax in a jurisdiction other than Hong Kong or You are unsure as to Your tax position You should seek Your own professional advice.

## 10. Bank charges

- a. You are liable to pay, and the Bank may, acting reasonably, debit an account in Your name, charges made by the Bank for services that are related or ancillary to the operation of a Currency Term Deposit.
- b. The Bank will notify You of any such charges that may be payable prior to entering into a Currency Term Deposit.

## 11. Change of name or address

- a. You must notify your Global Markets representative or relationship manager promptly of a change to Your name, address, Nominated Bank Account or payment details.
- b. Any requested changes to Your standard settlement instructions must be received by the Bank at least five (5) Business Days before the Maturity Date.

## 12. Early termination by You not permitted

A Currency Term Deposit is a hold-to-maturity, fixed-term deposit that cannot be terminated by You or transferred by You to another party prior to the Maturity Date. You should not deposit funds You may require during the Term of the Currency Term Deposit. If You are unable to commit to the deposit of the Deposit Amount for the Term of the Currency Term Deposit, You should consider an alternative investment.

## 13. Early Termination of a Currency Term Deposit by the Bank

- a. The Bank may by notice in writing to You terminate a Currency Term Deposit if any of the following events have occurred or will occur:
  - i. the Bank has not received the Deposit Amount (cleared funds) by, or the Deposit Amount is not available in Your Nominated Bank Account on, the Start Date for the Currency Term Deposit and You do not remedy that failure within one (1) Business Day of receiving notice from the Bank to do so;
  - ii. You commit a material breach of any Currency Term Deposit Transaction Document which has or would or may

have a substantial impact on Your ability to comply with Your financial obligations (or our ability to assess this) and that failure is not remedied within five (5) Business Days of receiving notice of such failure;

- iii. You become insolvent, bankrupt, are placed in receivership or liquidation or are wound up or any steps are taken to make you so;
- iv. if You are a natural person, You die without having a person validly appointed to act on Your behalf;
- v. any other event occurs which gives the Bank a right to terminate a Currency Term Deposit prior to its Maturity Date under the Currency Term Deposit Transaction Documents; or
- vi. it appears to the Bank that one or more of the events described in clauses 14(a), (b) or (c) has occurred.

You must promptly notify the Bank if You become aware that any of the above events have occurred and, if requested by the Bank, provide reasonable details of the event.

- b. If a Currency Term Deposit is terminated prior to the Maturity Date for any reason, the Bank will calculate an amount ("Early Termination Amount"). The Early Termination Amount is an amount equal to the sum of the Deposit Amount and the Interest that has accrued from and including the Start Date to, but excluding, the applicable Early Termination Date, minus any break costs (or plus any break gains, as applicable) reasonably incurred by the Bank as a result of the Currency Term Deposit terminating early. While the Early Termination Amount will not include any penalty amounts, in calculating the Early Termination Amount the Bank must take into account where it is commercially reasonable to do so:
  - i. any funding unwind costs incurred by the Bank; and
  - ii. any losses or gains to the Bank in terminating, liquidating or re-establishing

any hedging instruments, in each case as a result of the Currency Term Deposit terminating early.

- c. The Early Termination Amount is payable within two (2) Business Days' following the applicable Early Termination Date.
- d. You acknowledge that if a Currency Term Deposit is terminated early under clause 13(a), You may receive no return on your Deposit Amount and may lose a substantial amount of the Deposit Amount.
- e. The Bank must provide You with reasonable detail about the calculation of the Early Termination Amount, including applicable calculations, and other relevant information. If you wish to dispute this calculation, you should contact your Global Markets representative or relationship manager. Please refer to clause 27 of these Terms and Conditions for more information.
- f. If a Currency Term Deposit is terminated early, the Bank may set-off any money the Bank owes You under these Terms and Conditions against any money You owe the Bank (whether or not under these Terms and Conditions). The Bank may take any reasonable and necessary steps to affect any set-off, including varying the date of payment of any amount and making currency exchanges. This applies despite other agreement between You and the Bank.

## 14. Breach of laws

If the Bank believes on reasonable grounds that:

- a. You are a Proscribed Person; or
- b. You are in breach of Applicable Law and Regulation (including Sanctions); or
- c. entering into a Currency Term Deposit with You or making a payment to You or any other dealing under these Terms and Conditions may breach Applicable Law and Regulation (including Sanctions) the Bank may, acting reasonably, immediately (and without giving you a reason):
- d. refuse to process any transaction of Yours; or
- e. refuse to pay You the Deposit Amount or Interest; or
- f. suspend the provision of this Currency Term Deposit product or a service to You; or
- g. freeze any account You have with the Bank including the Nominated Bank Account (if the Nominated Bank Account is an account with the Bank); or
- h. lose any account You have with the Bank including the Nominated Bank Account (if the Nominated Bank Account is an account with the Bank).

Provided the Bank acts in good faith and in compliance, or purported compliance, with any legal requirement and except to the extent any loss or damage is caused by fraud, negligence or wilful misconduct of the Bank (or of its employees, officers, contractors or agents), the Bank will be under no liability to You if it does any or all of these things. The Bank's rights under this clause are in addition to all other rights it may have.

For the purposes of this clause:

**"Proscribed Person"** means a person who appears to us either:

- a. to be a proscribed person or entity under the *Charter of the United Nations Act 1945* (Cth) or the *Autonomous Sanctions Act 2011* (Cth) or any other sanctions laws;
- b. to be in breach of the laws of any jurisdiction relating to money-laundering or counter-terrorism;

- c. to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- d. to act on behalf of, or for the benefit of, a person listed in sub-clauses (a) to (c).

**"Sanctions"** means any sanctions, trade embargoes or similar measures imposed from time to time in Australia, the United States of America, the European Union, the United Kingdom and any other applicable jurisdiction, and their respective governmental and official institutions including the United Nations Security Council.

## 15. Prohibition on dealing with a Deposit Amount

You may not transfer, assign, mortgage, charge, encumber or otherwise deal with a Deposit Amount or Your rights under the Currency Term Deposit Transaction Documents in any way without the prior written consent of the Bank, which consent shall not be unreasonably withheld.

## 16. Extraordinary events

You acknowledge that it is possible that a market disruption or other event beyond the control of the Bank may occur which impacts on the ability of the Bank to calculate any Interest Rate, or any other rate or index under a Currency Term Deposit. Should such an event occur, the Bank may, acting reasonably, take such action as it deems appropriate to achieve a commercially acceptable outcome consistent with the intention of You and the Bank in entering into the Currency Term Deposit, including, without limitation, determining the Interest Rate. If You wish to dispute any actions of the Bank in relation to a Currency Term Deposit or these Terms and Conditions, You should contact Your Global Markets representative or relationship manager. Please refer to clause 27 of these Terms and Conditions for more information.

## 17. Statement of Account

The Bank does not provide You with a statement of account for a Currency Term Deposit but must provide You with a Confirmation for each Currency Term Deposit.

## 18. Your understanding of the risks involved

Currency Term Deposits contain an element of risk. The level of risk varies depending on the Currency Term Deposit's specific attributes, and how it is used (for example, as a hedge or a speculative transaction). These risks include (without limitation):

- Liquidity risk – Currency Term Deposits are a hold to maturity product and cannot be terminated by You prior to the Maturity Date;
- Credit risk – You are reliant on the ability of the Bank to meet its obligations under the Currency Term Deposit. The Australian Government Guarantee under the FCS does not cover Currency Term Deposits and the maximum compensation payable under the Hong Kong DPS is HKD500,000 per eligible depositor;
- Interest rate risk – future interest rates may be higher than the Interest Rate; and
- Currency risk – fluctuations in exchange rates may adversely impact the value of your funds when converted into another currency.

The applicable Appendix (if any) to a Currency Term Deposit may set out additional risks, which You should read and understand.

You should understand the risks involved with the Currency Term Deposit.

The Bank enters into each Currency Term Deposit with You on the understanding that:

- a. You have taken reasonable steps to evaluate and understand (either on Your own behalf or through independent professional advice) the risks associated with a Currency Term Deposit;

- b. You have the capacity to assume (financially and otherwise) the risks involved with the Currency Term Deposit;
- c. You have made Your own independent decision to enter into the Currency Term Deposit and whether the Currency Term Deposit is appropriate or desirable for You;
- d. You understand that You are required to hold the Currency Term Deposit until the Maturity Date and You must continue to bear the economic risk of the Currency Term Deposit throughout the Term;
- e. You acknowledge that you have received or have been provided with access to such information concerning the Bank and the Currency Term Deposit, including, without limitation, the information contained on the website <https://www.commbank.com.au> and have been given the opportunity to ask such questions of, and receive answers from, the Bank's representatives, as You deem sufficient to make an informed investment decision with respect to the Currency Term Deposit.

## 19. Provision of information

You must provide us with information and documents which the Bank may reasonably require to comply with all Applicable Law and Regulation including (without limitation) laws imposing "know your customer" or other identification requirements. The obligation to provide such information and documentation:

- a. extends only to information and documents which is in Your possession or otherwise readily available to You; and
- b. is subject to Applicable Law or Regulation to the contrary.



## 20. Severability

If any term or condition of these Terms and Conditions is found to be invalid, illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining terms and conditions will continue to apply to the extent possible as if the void or unenforceable term or condition had never existed.

## 21. Changes to these Currency Term Deposit Terms and Conditions

- a. For the avoidance of doubt, any change to these Terms & Conditions in accordance with clause 21 (b) or (c) shall not affect existing Currency Term Deposits.
- b. On giving at least thirty (30) days' notice in writing, the Bank may:
  - i. introduce a fee or charge in relation to the operation and maintenance of a Currency Term Deposit; or
  - ii. vary the method by which Interest is calculated; or
  - iii. introduce or change a minimum balance to which an account keeping fee applies; or
  - iv. withdraw or cease to offer the Currency Term Deposit product.
- c. For changes to these Currency Term Deposit Terms and Conditions other than the types of changes set out in clause 21(b), the Bank will notify You in writing at least seven (7) Business Days before on which the variation takes effect.
- d. If You do not agree to changes to these Terms and Conditions, You must not enter into new Currency Term Deposits on or after the date on which these changes take effect. By entering into a Currency Term Deposit with the Bank, You agree to the Terms and Conditions which are in effect at the time the Currency Term Deposit is entered into.

## 22. Recording conversations

You acknowledge that the Bank may monitor and record conversations between You and the Bank, and You consent to the Bank doing so. You also agree to obtain any necessary consent to such recording from, and give any necessary notice of such recording to, Your relevant personnel. You agree, to the extent permitted by applicable law, that recordings may be used to help resolve any dispute between You and the Bank, including being submitted as evidence in any proceedings.

## 23. Representations and warranties

You represent and warrant for the benefit of the Bank on the date You agree to these Terms and Conditions and at all times during the Term of a Currency Term Deposit that:

- a. You are duly organised and validly existing under the laws of Your jurisdiction of incorporation and have the power to execute and perform Your obligations under the Terms and Conditions and each Currency Term Deposit and have taken all necessary action to authorise such execution and performance;
- b. Such execution and performance does not violate, conflict with or result in a breach of (i) any Applicable Law and Regulation to which You are subject, or (ii) Your constitutive documents, or (iii) any agreement to which You are a party.
- c. You are an Eligible Depositor (as defined in these Terms and Conditions) and (if applicable) You satisfy any applicable selling restrictions specified in any Appendix (if any) for Your jurisdiction;
- d. You are making a Currency Term Deposit for your own account and benefit and for investment purposes and not with a view to the distribution thereof;
- e. You are not bankrupt or insolvent; You are able to pay Your debts as and when they become due; no steps have been taken

- to make You bankrupt or to commence winding up proceedings against You, or to appoint a controller of administrator over You, or to seize or take possession of any of Your assets, or to make any arrangement, compromise or composition with any of Your creditors;
- f. No officer of the Bank has provided any personal financial product advice to You. You have made Your own independent investigations and appraisals of the taxation, legal and commercial aspects associated with Currency Term Deposits under the Currency Term Deposit Terms and Conditions (having taken such independent, legal, financial and tax advice as needed);
  - g. You have full legal capacity and power to enter into Currency Term Deposits;
  - h. Your obligations in connection with these Currency Term Deposit Terms and Conditions and each Currency Term Deposit are valid, and enforceable against You;
  - i. unless otherwise indicated, You enter into these Currency Term Deposit Terms and Conditions and each Currency Term Deposit as a principal and not as trustee or agent of any person or entity;
  - j. all the information You have given the Bank is true, accurate and complete and is not misleading in any material respects;
  - k. there is not pending or, to Your knowledge, threatened against You, an action, suit or proceeding at law or in equity before any court, tribunal, governmental body, agency or official that is likely to affect the legality, validity or enforceability against You of these Currency Term Deposit Terms and Conditions or any Currency Term Deposit;
  - l. You acknowledge that the Bank provides certain disclosures, including its audited annual financial statements and unaudited interim financial statements, on its HK Investor Website ("HK Investor Website") <https://www.commbank.com.au/about-us/our-company/international-branches/asia.html>.
  - m. You have accessed and reviewed the information concerning the Bank and the Currency Term Deposits that the Bank has publicly disclosed on its HK Investor Website in each case as you have deemed necessary or appropriate to make Your own independent and informed decision to enter into a Currency Term Deposit; and
  - n. You acknowledge that the Bank has entered into these Terms and Conditions and relevant appendices (if any) in reliance on the representations and warranties made by You and contained in these Terms and Conditions. You further represent and warrant that You and Your personnel will not take any steps, or omit to take any steps, that would cause any of the above representatives and warranties to be incorrect or misleading during the Term of a Currency Term Deposit, and that if, for any reason, You become aware, to the best of your knowledge having made reasonable enquiries, that any of the above representations and warranties have or will become incorrect or misleading, You will promptly inform the Bank.

## 24. Remedies cumulative

The rights and remedies of each party in connection with these Terms and Conditions are in addition to other rights and remedies given by law independently of these Terms and Conditions.

## 25. Exercise of rights

Each party may exercise a right or remedy in connection with these Terms and Conditions in any way the relevant party considers reasonably appropriate. If a party does not exercise a right or remedy in connection with these Terms and Conditions fully or at a given time, that party may still exercise it later.

## 26. Waiver

- a. No failure or delay on the part of the Bank to exercise any right or remedy in connection with the Terms and Conditions will operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that right or remedy.
- b. A provision of these Terms and Conditions, or right created under them, may not be waived except in writing.

## 27. Disputes

If You have an issue or would like to raise a dispute in relation to a Currency Term Deposit, You should contact Your Global Markets representative or relationship manager. If You are not satisfied with the response, You can ask Your Global Markets representative or relationship manager for information on how to lodge a formal complaint with CBA Group Customer Relations team (in Australia) or You can contact CBA Group Customer Relations team (in Australia) by:

### **Australia**

#### **Mail**

CBA Group Customer Relations,  
Reply Paid 41, Sydney  
NSW 2001

#### **Telephone**

1800 805 605 (free call) or, if you are overseas, call +61 2 9687 0756

#### **Online**

[commbank.com.au/support/compliments-and-complaints](https://commbank.com.au/support/compliments-and-complaints)

### **Hong Kong**

**Telephone** +852 2844 7500

#### **Mail**

care of: The Complaints Officer  
Commonwealth Bank of Australia,  
Hong Kong Branch  
(Incorporated In Australia with Limited Liability)  
Suite 1401, One Exchange Square,  
8 Connaught Place, Central, Hong Kong

If You are still not satisfied with the response, You can ask Your Global Markets representative or relationship manager or CBA Group Customer Relations team for information on how You can refer Your issue or dispute for external resolution.

## 28. Notices

- a. Subject to clause 28(b), all notices which are required or may be given under clauses 13 and 21 of these Terms and Conditions must be given via email or other recorded platform or device, and will be deemed to be validly given on the day the notice is sent, unless it was sent on a day which is not a Business Day, in which case it will be deemed to be given on the next Business Day.
- b. Clause 28(a) does not apply where You give notice to the Bank that the events specified in clause 13(a) have occurred or are reasonably likely to occur.

## 29. Governing law

These Terms and Conditions and any non-contractual obligations arising out of or in connection with them are governed by the laws of Hong Kong. You and the Bank submit to the non-exclusive jurisdiction of the courts of that place.

## 30. No third-party rights

A person not a party to these Currency Deposit Terms and Conditions has no right to enjoy or enforce any benefit under them and the consent of any person not a party to these Currency Term Deposit Terms and Conditions is not required to amend them.

## 31. Definitions

In these Terms and Conditions and in any Confirmation of a Currency Term Deposit, the following terms have the following meanings:

**Appendix** – each appendix (if any) to these Currency Term Deposit Terms and Conditions, and any other Appendix agreed between You and the Bank including an appendix relevant to a specific jurisdiction or a specific Currency Term Deposit product;

**Applicable Law and Regulation** – all applicable laws, enactments, regulations, regulatory policy, directives, directions, guidelines, industry codes, regulatory permits and regulatory licences and conditions which are in force from time to time during the term of the Currency Term Deposit including any rule, evidential provision or guidance, and any laws relating to anti-bribery and corruption, sanctions, anti-money laundering, counter-terrorism financing, or taxation applicable to a party insofar as it relates to its obligations under the Terms and Conditions or any activities undertaken in connection therewith;

**AUD** – the lawful currency of Australia;

**Bank** – Commonwealth Bank of Australia acting through its Hong Kong Branch;

**Business Day** – in relation to a Currency Term Deposit, any day on which the Bank is able to clear funds denominated in the Deposit Currency;

**CAD** – the lawful currency of Canada;

**CNH** – the lawful currency of China (for offshore trading);

**China** – the People's Republic of China;

**Confirmation** – in relation to a Currency Term Deposit, a confirmation of the agreed terms of the Currency Term Deposit;

**Currency Term Deposit** – a deposit with the Bank entered into in accordance with these Terms and Conditions;

**Currency Term Deposit Terms and Conditions or these Terms and Conditions** – the Terms and Conditions set out in this document as amended from time to time;

**Currency Term Deposit Transaction Documents** – comprises:

- a. these Terms and Conditions;
- b. any applicable Appendix; and
- c. the Confirmation applicable to the Currency Term Deposit;

**Deal Date** – in relation to a Currency Term Deposit, the date the Currency Term Deposit is entered into as specified in the Confirmation;

**Deposit Amount** – in relation to a Currency Term Deposit, the amount that You are required to deposit with the Bank in a Currency Term Deposit in the Deposit Currency as specified in the Confirmation;

**Deposit Currency** – in relation to a Currency Term Deposit, the currency of the Deposit Amount;

**Deposit Date** – in relation to a Currency Term Deposit, the date specified in the Confirmation;

**Details** – in relation to a Currency Term Deposit:

- a. the Deal Date;
- b. the Deposit Date;
- c. the Deposit Currency;
- d. the Deposit Amount;
- e. the Interest Rate;
- f. the Maturity Date;
- g. the Start Date;
- h. the applicable day count basis (being 365 days or 360 days, depending on the Deposit Currency); and
- i. any other information that a Currency Term Deposit Transaction Document requires a Confirmation to specify.

**Early Termination Amount** – in relation to a Currency Term Deposit, the amount payable by the Bank on the termination of a Currency Term Deposit prior to its scheduled Maturity Date determined by the Bank under clause 13;

**Early Termination Date** – the date of early termination of a Currency Term Deposit under clause 13;

**Eligible Depositor** means:

- a. a “professional investor” as defined in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance and any rules made under that Ordinance (other than individuals); and
- b. persons outside Hong Kong who meet the relevant tests for “wholesale clients” or “professional investors” (or similar) (other than individuals) in the relevant jurisdiction and where it is lawful to make these Terms and Conditions available to such persons. For more information please refer to the Appendix for Your jurisdiction (if any);

**EUR** – the official currency of the European Union member states;

**GBP** – the official currency of the United Kingdom;

**Group** – the Commonwealth Bank of Australia group of companies;

**HKD** – the lawful currency of Hong Kong;

**Hong Kong** – the Hong Kong Special Administrative Region of China;

**Interest** – in relation to a Currency Term Deposit, the amount of interest (which may be a positive or negative amount) payable on the Deposit Amount, as determined by the Bank in accordance with clause 6;

**Interest Period** – in relation to a Currency Term Deposit, the period beginning on (and including) the Start Date and ending on (but excluding) the Maturity Date;

**Interest Rate** – in relation to a Currency Term Deposit, the rate of interest (which may be a positive or negative rate of interest) payable on the Deposit Amount determined by the Bank, as specified in the Confirmation;

**JPY** – the lawful currency of Japan;

**Maturity Date** – in relation to a Currency Term Deposit, the date which is the last day of the Term of the Currency Term Deposit as specified in the Confirmation or if not a Business Day, the first Business Day thereafter;

**Net Deposit Amount** – has the meaning given in clause 7(b);

**NZD** – the lawful currency of New Zealand;

**SGD** – the lawful currency of Singapore;

**Securities and Futures Ordinance** – the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong;

**Start Date** – in relation to a Currency Term Deposit, the date specified in the Confirmation;

**Term** – in relation to a Currency Term Deposit the period from the Start Date to the Maturity Date;

**USD** – the lawful currency of the United States of America; and

**You** – the depositor under a Currency Term Deposit.