

TERMS & CONDITIONS

MONEY MARKET DEPOSIT



AUSTRALIA AND NEW ZEALAND

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TERMS AND CONDITIONS

1. INTRODUCTION

If you apply for a Money Market Deposit with us (the “**Money Market Deposit**”), you agree these terms and conditions will apply to your Money Market Deposit and will govern your dealings with us in relation to your Money Market Deposit (“**Terms and Conditions for Money Market Deposit**”). Where these terms and conditions refer to capitalised terms which are not defined in the section in which they appear, the definitions can be found in section 21 (Definitions) below.

By providing instructions to open a Money Market Deposit or by signing an application form or such other documents as may be necessary in relation to the opening of the Money Market Deposit, or by holding or continuing to hold a Money Market Deposit, you acknowledge that you have reviewed, understand, and agree to be bound to the Terms and Conditions for the Money Market Deposit, as amended from time to time in accordance with section 10 (Variation of Terms and Conditions).

It is important you read these Terms and Conditions carefully. If you do not understand the Terms and Conditions for the Money Market Deposit or you would like further information, please contact your Relationship Manager or call us in New Zealand on +64 9 302 3553 or in Australia on +61-2-9296-1111. Our normal hours of business are from 8.30 am to 5.00 pm (AEST and NZT) Monday to Friday.

Important notice - risks

You acknowledge that:

- any transactions relating to a Money Market Deposit involve risks (including movements in currency rates or interest rates). You can incur losses and that is a risk you take. If you do not understand the risks, or are not willing to accept the risks that you may incur or suffer, you should not obtain a Money Market Deposit;
- all investments are made solely at your judgment, discretion and risk;
- any view we, including any of our employees or officers, express to you in relation to services or market conditions is general in nature only and does not take into account your circumstances. We recommend you read the Terms and Conditions for the Money Market Deposit and obtain independent specialist advice before determining that services or a Money Market Deposit is appropriate for you;
- we do not monitor your transactions or movements in currency rates or interest rates for you – this is your responsibility;
- we are not responsible for any loss in value of your investment for any reason; foreign exchange markets carry inherent risk and can be volatile. There is a risk that movements in exchange rates may adversely impact a Money Market Deposit by reducing the value of your deposit in respect of another currency.

Deposits not guaranteed

For Australian Customers:

Australian depositor protections do not apply:

In Australia, MUFG Bank is a foreign authorised deposit-taking institution (“ADI”) under Australian regulation. Provisions in the Banking Act 1959 for the protection of depositors generally do not apply to foreign ADIs including MUFG Bank. 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 MUFG Bank is unable to meet its obligations or otherwise is in financial difficulties and ceases to make payments, 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 MUFG Bank is unable to meet its obligations or otherwise is in financial difficulty and ceases to make payments it is uncertain whether depositors would be able to access the full amount of their deposit.

For New Zealand Customers:

Cash deposits at the Bank (including amounts in your Money Market Deposit) are unsecured and unsubordinated. The Bank does not guarantee you will be repaid the money you have deposited in your Money Market Deposit, or any interest accrued. Please refer to our Reserve Bank Disclosure Statement for information about our business operations, business risks, financial position and credit rating. You may obtain our latest copy on request or from our website at <https://www.nz.bk.mufg.jp/>.

Our relationship

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal Bank processes and procedures that we may maintain in excess of industry standards or applicable law are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. Please consult with any business or tax advisors to ensure a Money Market Deposit is appropriate for you before you establish the Money Market Deposit with the Bank.

Contact details

All written correspondence should be sent to:

Australia:

MUFG Bank, Ltd.

PO Box 4210

Level 25 Gateway, 1 Macquarie Place SYDNEY

NSW 2000

New Zealand:

MUFG Bank, Ltd.

Level 22

151 Queen Street

AUCKLAND 1010

2. PRODUCT FEATURES

Set out below is a summary of the key features of your Money Market Deposit.

Key Features	Summary
What is a Money Market Deposit?	<p>The Money Market Deposit is a flexible, at call deposit.</p> <p>It is an overnight investment solution that pays a variable interest rate based on the prevailing money market rates in Australia (for Australian customers) or New Zealand (for New Zealand customers).</p>
What are the eligibility criteria to open a Money Market Deposit?	<p>For Australian Customers:</p> <p>The Money Market Deposit is only available to “wholesale” customers within the meaning of the <i>Corporations Act 2001 (Cth)</i>.</p> <p>For New Zealand Customers:</p> <p>The Money Market Deposit is only available to “wholesale investors” within the meaning of the <i>Financial Markets Conduct Act 2013</i> and is to be used by New Zealand customers for business purposes within the meaning of the <i>Consumer Guarantees Act 1993</i>.</p>
What currencies are available?	<p>Subject to the Bank’s prior approval you may open a Money Market Deposit in the following currencies:</p> <ul style="list-style-type: none">• Australian Dollar (AUD)• New Zealand Dollar (NZD) <p>The Money Market Deposit may be available in other currencies following discussion with your Relationship Manager. The Bank reserves the right not to accept deposits in any currency, including where the underlying interest rate as published by the central bank of that country is negative.</p> <p>Foreign exchange markets are inherently risky and unpredictable. There is a risk that foreign exchange fluctuations may adversely affect the holder of a Money Market Deposit. You should seek your own independent professional advice.</p>
Is there a minimum deposit?	<p>Yes.</p> <p>To open a Money Market Deposit, you must deposit with MUFG Bank a minimum initial deposit amount of</p>

Key Features	Summary
	<p>AUD \$250,000 or NZD \$250,000 or such other amount agreed by MUFG Bank in cleared funds.</p> <p>Any applicable minimum initial deposit amounts are subject to change.</p>
<p>Is there a minimum ongoing balance?</p>	<p>Yes.</p> <p>You must maintain a minimum ongoing balance of AUD\$100,000 or NZD\$100,000 while your Money Market Deposit is open, unless otherwise agreed by MUFG Bank. We may also impose a maximum balance allowed.</p> <p>Additional funds can be added to your current Money Market Deposit on a daily basis. MUFG Bank may from time to time set a minimum transaction size for deposits.</p> <p>Any applicable minimum and maximum ongoing balance requirements or limitations are subject to change.</p>
<p>What is the applicable interest rate?</p>	<p>The interest rate that will apply to your Money Market Deposit will be determined by MUFG Bank on a daily basis having regard to prevailing market interest rates. The interest rate will consist of a base rate and a spread that is subject to change at our discretion (as described below). Generally the base rate will be an applicable market reference rate published for the relevant currency and made publicly available.</p> <p>The initial interest rate that will apply to your Money Market Deposit (subject to changes in the base rate) will be notified to you by MUFG Bank in writing before or at the time your deposit is opened.</p> <p>The interest rate or rates that apply during any relevant period can be found on your interest statement for that period or by calling your Relationship Manager.</p> <p>Details of current interest rates are available on request from your Relationship Manager. Interest rates may vary according to the balance of your Money Market Deposit.</p>

Key Features	Summary
<p>When does interest accrue and when will it be credited to your Money Market Deposit?</p>	<p>Interest on your Money Market Deposit is calculated daily and is credited to your Money Market Deposit for each month on the 1st Business Day of the following month.</p> <p>If you close your Money Market Deposit during a month, any interest which has accrued during that period will be calculated and credited to your nominated deposit as part of the MUFG Bank closure process.</p> <p>Deposit interest is calculated on a daily basis on the closing balance of your Money Market Deposit at the end of each day as follows:</p> <p><i>For deposits in AUD and NZD:</i></p> <p>Daily closing balance x (interest rate/365)</p>
<p>When can withdrawals be made?</p>	<p>At Call. This means that you can make withdrawals from your Money Market Deposit on any Business Day before the cut-off time.</p> <p>Refer to section 7 (Interest Calculation & Withdrawals) for the methods of withdrawals.</p> <p>Where a withdrawal request is made after the relevant cut-off time or on a day that is not a Business Day, it may at our discretion be processed on the next Business Day. For further information on the cut-off time contact your Relationship Manager.</p>
<p>Are there any fees for having a Money Market Deposit?</p>	<p>There are currently no fees to open your Money Market Deposit, and no monthly management or maintenance fees. However, the Bank reserves the right to charge fees in the future on your Money Market Deposit.</p> <p>Please refer to the MUFG Bank Standard Fee and Charges Schedule for details for those fees and changes. They are subject to change – see section 10 (Variation of Terms and Conditions) below.</p>
<p>When will deposit statements be issued?</p>	<p>The Bank's Electronic Banking Platform can be used to access and view statements relating to your Money</p>

Key Features	Summary
	<p>Market Deposit.</p> <p>If you are not an electronic banking customer, the Bank will issue a deposit statement upon request by you.</p>
<p>Notice period on interest amount change</p>	<p>Any change to the applicable publicly available reference rate will result in a change to the applicable base rate for your Money Market Deposit and a change to the applicable interest rate that applies to your deposits, effective immediately on the change occurring. MUFG Bank may not inform you of a change to the applicable reference rate that will impact the interest earned.</p> <p>Any change to the interest rate spread that applies to your Money Market Deposit and impacts the interest rate that applies to your deposits is effective immediately. We will provide notice to you in writing no later than the day of the change.</p>
<p>What are some of the limits of a Money Market Deposit</p>	<ul style="list-style-type: none"> ▪ You cannot overdraw. ▪ Requires a minimum initial deposit and a minimum ongoing balance.

3. OPENING A MONEY MARKET DEPOSIT

To open a Money Market Deposit, you will need to complete and return an application form or provide instructions to your Relationship Manager or the Bank.

The Bank may refuse to open a Money Market Deposit for any reason, including where you fail to provide information to the Bank, the verification checks do not verify the information provided to our reasonable satisfaction in accordance with section 11 (AML/CTF Obligations), our policies or it is otherwise required by law.

If we approve your application, we will open your Money Market Deposit.

4. AUTHORISING A PERSON TO OPERATE YOUR MONEY MARKET DEPOSIT

You may authorise a person or persons to operate your Money Market Deposit. If you do:

- (a) that person can do anything that the Money Market Deposit holder can do in relation to the deposit;

- (b) you must ensure that person has read and understood these Money Market Deposit Terms and Conditions. If that person does not comply with any part of these Money Market Deposit Terms and Conditions, we treat it as if you had not complied;
- (c) you are responsible for all transactions made and other operations undertaken by that person in relation to the Money Market Deposit; and
- (d) we may give that person information about the Money Market Deposit, and treat it as if the information was given to you.

An authority to operate will remain in force until you notify the Bank in writing that you wish to cancel the authority to operate and we confirm receipt and cancel the authority.

If an authority to operate is cancelled, you will be liable for:

- (a) all transactions made prior to the authority being cancelled by us, even if they have not yet been processed; and
- (b) any future dated transaction requested by the third party prior to the cancellation of the authority unless you are able to subsequently amend or cancel that request.

We may (acting reasonably) cancel or suspend any authority to operate your Money Market Deposit if:

- (a) we reasonably suspect fraud or illegal activity has or may occur;
- (b) we need to clarify or verify the authority any authorised signatory has to use your Money Market Deposit;
- (c) we consider it necessary or desirable to protect our legitimate business interests; or
- (d) we are required to be law or have received a court order.

The Bank may refuse to accept an authority for any reason, including where you or that person fails to provide information to the Bank in accordance with section 11 (AML/CTF Obligations), our policies or it is otherwise required by law.

5. OPERATING THE MONEY MARKET DEPOSIT

The Bank's Electronic Banking Platform can be used to access, view and monitor your Money Market Deposit. However, to do so, you will first need to accept the terms and conditions that relate to that platform.

You can contact your Relationship Manager directly for further information about how you can access and operate your Money Market Deposit.

6. DEPOSITING FUNDS

Funds, in a currency and in an amount permitted by the Bank (and as otherwise referred to in section 2 (Product Features) above), can be deposited to your Money Market Deposit by:

In Australia

- (a) completing an electronic funds transfer (using RTGS) from another account you hold with the Bank using the Electronic Banking Platform; or
- (b) arranging an electronic transfer of funds into your Money Market Deposit from an account you hold with another financial institution by RTGS or AustraClear/SWIFT only.

In New Zealand

- (a) completing an electronic funds transfer (using Same Day Cleared Payment or RTGS (when it is available in MUFG Bank NZ) from another account you hold with Bank using the Electronic Banking Platform;
- (b) arranging an electronic transfer of funds (using Same Day Cleared Payment or RTGS (when it is available in MUFG Bank NZ) into your Money Market Deposit from an account you hold with another financial institution; or
- (c) transferring by way of direct debit from external accounts. Interest rate may differ for direct debit transfer.

Deposits are only treated as received once received by MUFG Bank as cleared funds. Deposits received after the applicable cut-off time may not be processed until the following Business Day. For details of the applicable cut-off times, please contact your Relationship Manager.

MUFG Bank does not accept deposits made in cash.

MUFG Bank may refuse to accept any deposit, of any currency, at its sole discretion.

7. INTEREST CALCULATION & WITHDRAWALS

Interest on your Money Market Deposit is calculated daily and is credited to your Money Market Deposit for each month on the 1st Business Day of the following month, less any taxes or other government charges.

If you close your Money Market Deposit during a month, any interest which has accrued during that month will be calculated and credited to your nominated account (in accordance with paragraphs (b) or (c) below) as part of the MUFG Bank closure process.

Deposit interest is calculated on a daily basis on the closing balance of your Money Market Deposit at the end of each day as follows:

For deposits in AUD and NZD: Daily closing balance x (interest rate/365)

Accrued Interest can be credited to:

- (a) the Money Market Deposit; or
- (b) if we agree, to another account you hold with MUFG Bank, provided it is denominated in the same currency as your Money Market Deposit and is held in the same name.
- (c) if we agree, to a bank account you hold in the same name with another financial institution (in which case additional fees and charges may apply).

If we deposit the interest you earned to the Money Market Deposit, you will earn interest on that new total amount from that point on (compounding interest).

Where a withdrawal request is made after the relevant cut-off time or on a day that is not a Business Day or without sufficient time for us to process the request on that Business Day, it may at our discretion be processed on the next Business Day. For further information on the cut-off time applicable to the Money Market Deposit contact your Relationship Manager.

In order to avoid delays in processing withdrawal requests, you should ensure that you allow sufficient time before the applicable cut-off time for the withdrawal request to be sent, received and processed by each of the financial institutions involved.

8. FEES AND CHARGES

In certain circumstances you may be charged fees in relation to any Money Market Deposit, the transactions you make or the services the Bank provides.

Additional fees and charges may also apply to particular transactions and services. The fees that currently apply are set out in the Bank Standard Fee & Charges Schedule. These fees are subject to change at any time - see section 10 (Variation of Terms and Conditions) below.

In addition to the Bank fees and charges, government charges, duties and taxes may also be charged in relation to your Money Market Deposit.

You must promptly pay any and all fees, costs, and other charges, incurred in relation to any Money Market Deposit.

The Bank may debit your Money Market Deposit with any fees, charges and taxes relating to your deposit.

9. DEPOSIT STATEMENT

The Bank's Electronic Banking Platform can be used to access, monitor and view statements relating to your Money Market Deposit. If you are not an electronic banking customer, the Bank will issue a statement of deposit upon request by you.

Money Market Deposit statements may, in accordance with the Bank's standard practices, or as otherwise may be agreed upon from time to time be delivered by mail, courier or an Electronic Channel. Once a deposit statement is mailed or delivered by an Electronic Channel, it shall be deemed to have been received by you.

You are responsible for promptly verifying each deposit statement, and promptly reporting any errors, discrepancy, or irregularities to the Bank in writing, including any claim of an unauthorized funds transfer activity. Failure to do so shall be deemed conclusive proof that you have failed to exercise reasonable care in examining your deposit statements and verifying the contents thereof, the Bank shall not be required to reimburse you for any losses, and you shall be barred from bringing any action against the Bank relating to any transaction or other deposit activity described in the applicable deposit statement.

10. VARIATION OF TERMS AND CONDITIONS

The Bank may change the Terms and Conditions for Money Market Deposits from time to time without your consent, including (but not limited) to:

- (a) change any interest rate that we pay;
- (b) change the basis upon which interest is paid;
- (c) adjust the interest rate structure or the balance thresholds to which interest rates apply to your deposits;
- (d) change the frequency with which interest is credited;
- (e) change any fees or charges that apply to your deposits or introduce new fees or charges;
- (f) change any minimum deposit amounts or ongoing amounts that must be held;
- (g) change or remove any channels which are available to access and operate your deposits; and
- (h) add, change or remove any concessions or benefits which apply to your deposits.

MUFG Bank may also make any other changes to these Terms and Conditions without your consent at any time:

- (a) as a result of any change or anticipated change in:
 - circumstances relating to the deposits or product or service such as, for example, changes in technology or our systems or policies or procedures or product mix or changes to the risks of, or the features or benefits of, the deposits or product or service; or
 - our structure or financial position, including our cost of funds and liquidity; or

- industry, market or best practice; or
- (b) for prudential reasons; or
- (c) if we reasonably think the change should be made:
- to meet our legal obligations or as a result of any change or anticipated change to a relevant law, code or guidance; or
 - as a result of any request by a governmental agency; or
 - to reflect judgments of any court or tribunal or guidance or views of any regulator or external dispute resolution service of which we are a member; or
 - to correct errors, inaccuracies or ambiguities; or
 - to streamline the administration of the deposits or product or service; or
 - on the basis that it is impractical for us to continue without the change; or
 - for reasons of security; or
- (d) to make them clearer or simpler.

MUFG Bank will generally give you 30 days' notice if, for any reason including those given above, the Terms and Conditions of your Money Market Deposit change and if applicable, the time from when the change will be in effect.

However, we may not always notify you for a change that impacts your Money Market Deposit that does not change these Terms and Conditions, for example where there is a change to the base rate that impacts the applicable interest rate for your deposits. In certain situations we may only notify you of a change after it has become effective, for example where changes are made to meet our legal obligations or for reasons of security.

If you are not happy with a change we make, you may close your Money Market Deposit subject to the Terms and Conditions of your Money Market Deposit. Your continued use of the Money Market Deposit will be deemed as your acceptance of the changes made.

You may also contact us before the change becomes effective to discuss whether we can agree to alternative arrangements in respect of the terms and conditions for your deposits.

11. AML/CTF OBLIGATIONS

The Bank has obligations in relation to the prevention of money laundering and terrorism financing.

When applying to open your Money Market Deposit, or authorising a person to operate your deposits, you (or that person) must provide all information which

MUFG Bank reasonably requires to comply with its AML/CTF obligations and any laws in Australia or any other country. MUFG Bank may disclose information which you provide to third parties to verify your identity.

We may delay or refuse to open your Money Market Deposit or authorise a person to nominate your deposits, delay or refuse any transactions, freeze or close your Money Market Deposit where we are unable to verify your identity (or the identity of the person you authorise) in accordance with our AML/CTF obligations or we have reasonable grounds to believe that they breach Australian or New Zealand law or sanctions or the law or sanctions of any other country. Where this occurs, the Bank and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused, in connection with your Money Market Deposit or delay or refusal to open your Money Market Deposit.

We may from time to time require additional information from you to assist us to comply with our obligations and you must promptly provide us with that information.

We may disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the MUFG Group, service providers or to other third parties.

You provide the Bank the following undertakings and indemnify the Bank against any losses arising from any breach by you of those undertakings:

- (d) you will not initiate, engage in or effect a transaction that may be in breach of Australian or New Zealand law or sanctions or the law or sanctions of any other country; and
- (e) the underlying activity for which your deposits is being provided does not breach any Australian or New Zealand law or sanctions or the law or sanctions of any other country.

When you open a Money Market Deposit with us, you agree to comply with the laws of any other country if those apply to you in the provision of that Money Market Deposit.

You also agree to comply with the laws in any other country that apply to us in connection with the deposits or services you are provided by us.

12. TAX

For Australian customers, you do not have to provide us with your tax file number (“TFN”) or tell us about an applicable exemption, but if you do not do so then we will be required to withhold tax from any interest payments at the rate specified by the Australian Taxation Office (“ATO”), unless an exemption applies.

For New Zealand customers, unless we hold other acceptable evidence of RWT-exempt status (as defined in the Income Tax Act 2007), we are required to deduct withholding tax directly from interest you earn on your Money Market Deposit. This deduction will be made at the highest rate set by the Inland Revenue Department (“IRD”) if you have not supplied us with your IRD tax identification number.

Where we are required to deduct any tax from any interest earned on your Money Market Deposit, we will pay that tax to the ATO or IRD for you. For this purpose, you may be asked to provide us with a declaration that provides information about you and your tax residency status.

You should obtain independent tax advice on your individual circumstances in relation to your Money Market Deposit.

13. PRIVACY AND CONFIDENTIALITY

We collect, use and disclose Personal Information and other information in relation to you and your Money Market Deposit.

We may share information amongst MUFG Group companies, including, but not limited to, between our banking business, MUFG Bank, Ltd., and our international securities business, MUFG Securities and Mitsubishi UFJ Morgan Stanley Securities Co., Ltd.

We may also share information outside the MUFG Group, including to:

- (a) third parties involved in providing, managing or administering your product or service; and
- (b) our joint venture partners that conduct business with us;
- (c) the organisations that assist with our product planning, analytics, research and development; and
- (d) government agencies to help us comply with laws in Australia or New Zealand or other jurisdictions.

We may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it is not always practicable to know in which country your information may be held.

To find out more about how we handle Personal Information, see our Privacy Policy which can be obtained by contacting your Relationship Manager.

14. COMMUNICATIONS

Electronic Communications. Any document which is accessed, sent, received, accepted or processed through an Electronic Channel shall have the same legal effect as if in written paper form signed by you, and will constitute being "in writing" for the purposes of any applicable law. You waive any right to raise a defence or waive your liability on the basis that a document was accessed, sent, received, accepted or processed through an Electronic Channel, including on the basis that it was not in writing or was not signed or delivered.

Email. The Bank may, but is not required to, act upon instructions received by email. You acknowledge that, even though email may be encrypted, the Bank cannot ensure that it will not be intercepted or affected by the actions or omissions

of others, such as third-party networks or persons with access to the internet. The Bank assumes no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. Please do not include any sensitive information about yourself or your Money Market Deposit in an email that is not encrypted and sent through a secure email system.

Recordings. You agree and consent to telephonic or electronic monitoring or recording of conversations between you and the Bank.

15. COMPLAINTS MANAGEMENT

If you believe we have made an error or you have any concerns about a procedure, compliance issue or have encountered a problem with our services, we want you to tell us about it.

Please contact your Relationship Manager or our Compliance team on +64 9 302 3554 in New Zealand and +61 (2) 9296 1111 in Australia. Our staff will review your concern and, if possible, seek to resolve it immediately.

16. REPRESENTATIONS AND WARRANTIES; ADDITIONAL OBLIGATIONS

Existence, Power and Authority. When we open a Money Market Deposit for you, we rely on what you tell us as being true, correct and not misleading. You represent that all of the statements set out below are true.

- (a) Status: You have the power and authority to carry on your business and (if applicable) are duly organised and validly existing under the laws of Australia or New Zealand or the jurisdiction of your incorporation.
- (b) Authorisation and consents: You have the power to enter into and perform your obligations under the Terms and Conditions for the Money Market Deposit (and any related transaction) and have taken all action required by law to authorise your entry into and performance of the Terms and Conditions for the Money Market Deposit and any related transaction. You obtained all necessary consents that you need to enter into and perform your obligations under each transaction contemplated by the Terms and Conditions for the Money Market Deposit.
- (c) No laws violated: when you enter into and perform your obligations under the Terms and Conditions for the Money Market Deposit you will not violate or contravene any law which applies to you, or breach any agreement you are bound by or breach anything in your constitutional documents (if applicable).

You repeat each of the representations set out above on each day that you maintain a Money Market Deposit with the Bank. You agree to promptly notify the Bank if any such representation becomes untrue.

Your contact details. If your name, address or contact details change, you must notify us as soon as possible. This can be done by contacting your Relationship

Manager. In certain circumstances, supporting documentation may need to be provided.

Cooperation. You will provide the Bank with such documentation and information as the Bank may require in connection with a Money Market Deposit, including, but not limited to such information that is necessary for taxation and the Bank's know your customer responsibilities. In collecting this information, you acknowledge that the Bank may be required to verify the information. In providing any such information you represent and warrant that all such information and/or documentation is true, correct and not misleading and shall advise us promptly of any changes. You acknowledge that the Bank may close any Money Market Deposit or discontinue providing any service relating to the Money Market Deposit without further notice, if you fail to provide such information in a timely manner.

Sanctions. No Relevant Person is located, organized, or resident in a Sanctioned Country or is otherwise a Sanctioned Person. Each Relevant Person shall comply with all applicable laws in connection with the use of the Money Market Deposit. You further agree not to access your Money Market Deposit from a Sanctioned Country, and not to use or permit the use of your Money Market Deposit in connection with any transaction that violates, or that has the purpose of evading, any applicable law. If the Bank is uncertain regarding the legality of any transaction, the Bank may refuse the transaction or freeze the amount in question while we investigate the matter.

Theft, Fraud or Forgery Prevention. You shall maintain and document commercially reasonable procedures and controls to detect and prevent theft and alteration of instruments relating to a Money Market Deposit and losses due to fraud or forgery involving instruments relating to a Money Market Deposit.

No Third Party Use. No Money Market Deposit may be used directly or indirectly by, for or on behalf of any person other than yourself unless otherwise agreed in writing by the Bank. You shall not allow any third party to use your Money Market Deposit unless specifically agreed in writing by the Bank.

Miscellaneous. You agree that any term the law does not permit, or that does not meet compulsory legal responsibilities, is amended, to the extent required, to be lawful and comply with the law. The reference to legislation in this document includes any replacements or amendments to those laws.

17. RESERVATION OF RIGHTS

The opening and maintenance of a Money Market Deposit and each transaction made in respect of a Money Market Deposit shall be subject to: (i) all applicable laws, including the rules and guidelines of any relevant regulatory authority; and (ii) the rules, policies, operations and practices of the applicable clearing or settlement or payment networks ("**Industry Standards**"); and the Bank's internal policies as may be revised from time to time (the "**MUFG Standards**"). The Bank shall be entitled, to the extent permitted by any applicable law: (i) to refuse, without liability, to accept, honour, certify, pay or process any transaction in a Money Market Deposit, including any specific instruments for deposit, including where such deposit or instrument does not comply with any applicable law, Industry Standards, or MUFG Standards; (ii) to refuse to follow any instructions; and (iii)

freeze a Money Market Deposit or delay the processing of any transaction relating thereto while it investigates the matter.

18. LIABILITY, INDEMNIFICATION AND SET-OFF

Limitation of Liability. The Bank, its officers, agents, directors, or employees, (each a “**MUFG Party**”) shall not be liable for any damage, loss, expense, cost, claim, demand, liability or action of any nature which you may incur, except to the extent of direct losses or expenses resulting from the gross negligence or wilful misconduct of a MUFG Party. In no event shall a MUFG Party be liable for any consequential, indirect, punitive or special damage that you incur, whether or not foreseeable, even if the Bank has been advised of the likelihood of such loss or damage, and regardless of whether the claim or loss or damage is made in negligence, gross negligence, for breach of contract or otherwise.

Indemnification. You agree to indemnify, defend, and hold the Bank harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, legal fees) related to or arising out of: (i) the Bank’s acceptance or execution of any request, instruction, direction or transaction from you in connection with a Money Market Deposit or any other service we may provide to you; (ii) your actions or omissions in connection with a Money Market Deposit, or any transaction relating thereto; (iii) the Bank’s payment of any taxes, interest or penalty otherwise due from you and paid on your behalf, or for which the Bank has no responsibility under the Terms and Conditions for the Money Market Deposit, or (iv) the Bank responding to any legal process pursuant to any applicable law related to a Money Market Deposit or any transaction relating thereto.

Set-off; Security Interest. Without limiting the rights and remedies of the Bank under the Terms and Conditions for the Money Market Deposit, the Bank may, at any time without prejudice to any other rights which it may have, and without prior notice or demand for payment, apply or set off any money, deposits or balances held in, or standing to the credit of, any deposits (in any currency) toward payment of any amount owed by you to the Bank. The Bank shall be entitled to accelerate the maturity of any Money Market Deposit. The Bank may effect currency conversions at such times or rates as it may think reasonable, and may effect such transfers between deposits as it considers necessary. By opening a Money Market Deposit with us you agree to grant the Bank a security interest in each Money Market Deposit, including all current and future deposits that you hold with the Bank, for all and any amounts that you owe or may owe to the Bank (or any related party of the Bank). For the purposes of this section, Bank shall be defined to mean any affiliate of MUFG Bank Ltd., as well as MUFG Bank, Ltd. (including all of its branches), wherever located.

19. GENERAL TERMS

No Waiver. The Bank may delay enforcing its rights under the Terms and Conditions for Money Market Deposit without losing them. No failure or delay in exercising any right, or any partial exercise of a right, will operate as a waiver of the full exercise of such right or a waiver of other rights.

Assignment. Unless otherwise agreed by the Bank in writing, you may not assign any of your rights under the Terms and Conditions for Money Market Deposit (or any Money Market Deposit) or any interest contained herein without the prior written consent of the Bank. Money Market Deposit are non-transferable and non-negotiable. You may not sell, pledge, grant, transfer or assign any of your rights to a Money Market Deposit without the prior written consent of the Bank. Any attempted assignment will be in violation of the Terms and Conditions for Money Market Deposit and shall be null and void and without effect. We are not required to accept or recognize an attempted assignment of the Terms and Conditions for Money Market Deposit, a Money Market Deposit or any interest in it, including a notice of security interest. The Bank shall be entitled to transfer and assign all of its rights and obligations under the Terms and Conditions for Money Market Deposit and a Money Market Deposit to an affiliate of the Bank without your consent by providing a written notice of any such transfer and assignment.

Electronic Documents; Electronic Copies. You consent to receive and execute documentation in electronic form. The Bank may retain copies (paper, electronic or otherwise) of any document or items relating to the Money Market Deposit and services in a form preserving an image of any such document or items, including signatures, or a regular business record and discard the original documents or items. Any such form of document shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business). You hereby waive any objection to the use of any reproduction as described herein in lieu of the reproduction's originals for any purpose and in any forum, venue or jurisdiction, including objections arising from the Bank's role or acquiescence in the destruction of the originals. Signatures delivered via Electronic Channels shall be effective as original signature in binding the parties. As used herein, the term "electronic" means relating to technology having electrical, digital, facsimile, magnetic, wireless, optical, electromagnetic, or similar capabilities.

Severability; Interpretation. If any provision of this Terms and Conditions for Money Market Deposit is determined to be invalid, illegal or unenforceable in any respect, such provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, regulation or rule. The validity, legality and enforceability of the remaining provisions of the Terms and Conditions for Money Market Deposit shall not be affected.

Force Majeure. The Bank shall not be liable for any loss, expense, failure to perform or delay caused by or resulting from an act of God, failure of communication systems, legal constraint, civil or labour disturbance, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, unavailability or failure of or the effect of rules or operations of a funds transfer system or government rules, acts of third parties or any cause that is beyond our reasonable control.

Waiver of Immunity. To the extent that you have or may acquire any immunity (including sovereign, crown or similar immunity) from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), you irrevocably waive and agree not to claim such immunity as against the Bank.

20. GOVERNING LAW AND JURISDICTION

For Australian customers, this document shall be governed by and construed in accordance with the laws of Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Australia.

For New Zealand customers, this document shall be governed by and construed in accordance with the laws of New Zealand. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand.

21. DEFINITIONS

The following expressions have their corresponding meaning when used anywhere in this document:

"**AML/CTF**" means Anti-Money Laundering and Counter-Terrorist Financing.

"**Australian customers**" means Customers that have a Money Market Deposit conducted with MUFG Bank in Australia.

"**Business Day**" means, for Australian customers, a day on which banks are open for business in Sydney, Melbourne and Perth or, for New Zealand customers, a day on which banks are open for business in Auckland, but does not in either Australia or New Zealand include a Saturday, Sunday or a national public holiday in that jurisdiction.

"**Electronic Channel**" means any telecommunication or electronic transmission method which may be used in connection with a Money Market Deposit or service, including any computer, email, facsimile, internet, network, SWIFT or the SWIFT network, wire transfer system.

"**Electronic Communication**" means a communication which is given by telephone, email, facsimile or other electronic means.

"**MUFG Bank**", "**our**", "**we**" or "**us**" means MUFG Bank, Ltd.

"**New Zealand customers**" means Customers that have a Money Market Deposit conducted with MUFG Bank in New Zealand.

"**Personal Information**" has the meaning given to it in the Privacy Act 1988 (Cth) for Australian customers or the Privacy Act 1993 for New Zealand customers.

"**Relevant Person**" means, with respect to a Money Market Deposit, an owner, Authorized Person, or any other person delegated authority with respect thereto.

"**Sanctioned Country**" means a country or territory that is or whose government is subject to applicable Sanctions that broadly prohibits dealings with that country, territory or government.

"**Sanctioned Person**" means an individual or entity with whom a person is prohibited or restricted by Sanctions from engaging in trade, business, or other activities.

“Sanctions” means the laws, rules, regulations and executive orders promulgated or administered by applicable authority, body or agency to implement, facilitate and enforce compliance with economic sanctions or anti-terrorism programs.

“Customer” “you” and “your” shall mean the entity to which the Bank, as an independent contractor, provides the Money Market Deposit.

“the Bank” “us” or “we” or “our” shall mean MUFG Bank Ltd. and any of its affiliates that hold a Money Market Deposit for a Customer. If the Bank has more than one branch, then **“Bank”** means the branch where the Money Market Deposit is held or the branch that performs the service (as the case may be).

“you” or “your” means the person, persons or entity in whose name the Money Market Deposit is held.